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THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT

21 South Fruit Street Suite 14
Concord, New Hampshire 03301

Christopher R. Nicolopoulos
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

September 22, 2020

His Excellency Christopher T. Sununu
And the Honorable Council
State House
Concord, New Hampshire 03301

RE: Annual Report – Fiscal Year 2020

Dear Governor Sununu and the Executive Council:

Pursuant to the provision of RSA 400-A:26, the Insurance Department respectfully submits the One Hundred Sixty-Ninth Annual Report for fiscal year 2020. This report highlights accomplishments of the Department in regulating the insurance industry during the last fiscal year. It was another successful year in promoting and protecting the public good by ensuring the existence of a safe and competitive insurance marketplace through the development and enforcement of the insurance laws of the State of New Hampshire. The Department is committed to treat all its constituencies in an open, fair and respectful manner and to uphold the highest professional, ethical and quality standards in serving the consumers and the general public on the whole.

Respectfully submitted,

Christopher R. Nicolopoulos
Commissioner

Telephone 603-271-2261 • FAX 603-271-1406 • TDD Access Relay NH 1-800-735-2964
Website: www.nh.gov/insurance

STATE OF NEW HAMPSHIRE

NEW HAMPSHIRE INSURANCE DEPARTMENT 2020 ANNUAL REPORT

169th Annual Report

(Fiscal Year 2020: July 1, 2019 – June 30, 2020)

The 169th Report

of the New Hampshire Insurance Department

Christopher R. Nicolopoulos
Insurance Commissioner

His Excellency, Governor Christopher T. Sununu

The Honorable Michael J. Cryans
Executive Councilor, First District

The Honorable Andru Volinsky
Executive Councilor, Second District

The Honorable Russell E. Prescott
Executive Councilor, Third District

The Honorable Theodore L. Gatsas
Executive Councilor, Fourth District

The Honorable Debora B. Pignatelli
Executive Councilor, Fifth District

Photo credit: Bald Knob, Moultonborough, NH / Ellen Walsh

The 169th Report

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Introduction

This annual report provides a brief summary of the New Hampshire Insurance Department's activities during Fiscal Year 2020. During Fiscal Year 2020, the Department had 85 full-time staff positions and collected total General Fund revenues of $134 million. The Department's operating budget may be found at http://www.gencourt.state.nh.us/LBA/Budget/OperatingBudget.aspx.

Insurance Department Organization and Function

The Department was established in 1851 as the first insurance regulator in the nation. The laws that govern the responsibilities of the Department are set forth in Title XXXVII, codified at RSA 400 through RSA 420-N. The Insurance Commissioner is charged under Title XXXVII with the enforcement and execution of the insurance laws of New Hampshire, with the collection of premium taxes and fees, and the regulation of the insurance marketplace to ensure fair treatment of policyholders and claimants. The Department also is charged with promoting competitive and safe insurance markets.

Mission Statement

The Department's mission is to promote the public good by ensuring the existence of a safe and competitive insurance marketplace through the development and enforcement of New Hampshire's insurance laws. We are committed to doing so in an honest, effective, and timely manner. We treat all of our constituencies in an open, fair, and respectful manner and strive to uphold the highest professional, ethical, and quality standards.

Strategic Plan

Integrity: We respect each other and our stakeholders, and always aim to work in ways which confirm our individual and collective trustworthiness.
Effectiveness: We strive to maximize the potential good results for the public and the insurance industry resulting from our work.
Transparency: We strive to ensure that our policy and regulatory decisions are predictable and fair, and the process used to make and enforce them is clear to all.
Responsiveness: We are committed to ensuring that requests for help or information from the Department are handled quickly and accurately.

The Department's Shared Vision for New Hampshire

All residents and businesses of New Hampshire can manage risk in a changing world.

Strategy and Goals

We will focus on developing our organizational health and agility, ensuring that we can quickly respond to changing conditions, and that we are able to help stabilize the insurance markets for NH.

1. Develop a sound regulatory philosophy and use it to guide our work
2. Work collaboratively across functional areas and product lines
3. Enhance awareness of our work in order to increase our effectiveness
4. Develop our team's leadership skills and capacity at all levels
5. Develop staff & Department resources to support excellent, efficient work

Insurance Department Staff by Division

During Fiscal Year 2020, the Department had 85 full-time staff positions, one part-time staff position and collected total General Fund revenues of $134 million.

Executive Office

Christopher Nicolopoulos.....Insurance Commissioner

Alexander Feldvebel.....Deputy Insurance Commissioner
Christie Rice.....Assistant Commissioner
Sandra Barlow.....Program Specialist I
Linda Zalinskie.....Program Specialist I
Eireann Sibley.....Communications Director
Tiffany Fuller.....Program Specialist IV
Kristin Venator.....Human Resources Administrator
Hannah Woolsey.....Human Resources Technician

Financial Regulation Division

Douglas Bartlett.....Director of Financial Regulation

Lisa Cotter.....Financial Records Auditor

Financial Analysis & Company Licensing Unit

Patricia Gosselin.....Insurance Company Examiner V
Tian Xiao.....Insurance Company Examiner III
Vacant.....Insurance Company Examiner III
Stephanie Woods.....Insurance Company Examiner II
Cynthia Ginsberg.....Insurance Company Examiner I
Vacant.....Insurance Company Examiner III

Financial Examinations Unit

Colin Wilkins.....Chief Financial Examiner

W. Kurt Gillies.....Insurance Company Examiner I
Vacant.....Insurance Company Examiner I
Vacant.....Insurance Company Examiner II

Legal Division

Heather Silverstein.....General Counsel

Legal Counsel Unit

Emily Doherty.....Attorney IV (P&C Legal Counsel)
Marty Mobley.....Legal Coordinator
Roni Karnis ..... Attorney IV (Life, Annuity & Ancillary Health Counsel)
Michelle Heaton.....Hearings Examiner
Vacant.....Attorney IV (Health Law & Policy Legal Counsel)

Enforcement Unit

Mary Bleier .....Compliance and Enforcement Counsel
Joshua Hilliard.....Attorney III
Donald Belanger.....Insurance Company Examiner III
Sarah Prescott.....Paralegal II

Fraud Unit

Vacant .....Fraud Attorney /Insurance Fraud Director
Brendhan Harris..... Senior Insurance Fraud Investigator
Thomas Wickey..... Insurance Fraud Investigator
Stephanie Ondus.....Senior Insurance Fraud Examiner
Karen Cassin.....Research Assistant

Property and Casualty Division

James Fox .....Insurance Company Examiner V/ Director of Property and Casualty

Market Conduct

Edwin Pugsley.....Insurance Company Examiner IV
Ellen Walsh.....Insurance Company Examiner III
James Young.....Insurance Company Examiner III
Andre Gagne.....Insurance Company Examiner II

Forms and Examinations

Frank Cardamone.....Insurance Company Examiner III
LuAnne Ball.....Insurance Company Examiner II
Lauren Bradstreet.....Insurance Company Examiner II
Vacant.....Insurance Company Examiner I

Data Analytics Division

Tyler Brannen .....Director of Health Economics

Christian Citarella .....Chief P&C Actuary
Vacant.....Property and Casualty Actuary
Ruju Dave.....Insurance Company Examiner II
Douglas Rees.....Insurance Company Examiner II
Maureen Mustard.....Director of Healthcare Analytics
Karen McCallister.....L&H Insurance Examiner
David Sky.....Chief Life, Accident, Health Actuary

Life and Health Division

Life and Health Examination Unit
Jason Dexter.....Insurance Company Examiner III
Debra Lacross.....Insurance Company Examiner II
David Schechtman.....Insurance Company Examiner II
Ingrid Marsh .....Insurance Company Examiner II
Gail Matson..... Insurance Company Examiner II
Vacant .....Insurance Company Examiner I
Marianne Sylvester.....Program Specialist II

Life and Health Market Conduct Examinations Unit

Maureen Belanger.....Insurance Company Examiner IV
Vacant.....Insurance Company Examiner III
Sarah Cahn.....Insurance Company Examiner II
Denise Lamy.....Insurance Company Examiner III
Vacant.....Insurance Company Examiner III

Consumer Services Division

Keith Nyhan.....Insurance Company Examiner III /Administrator of Consumer Services

Barbara Anderson.....Claims and Hearings Officer
Catherine Drew.....Claims and Hearings Officer
Yewande Jordan .....Insurance Claim Representative
Claire LaPointe.....Claims and Hearings Officer
Heather Boulanger.....Program Assistant II
Robin Tierney.....Insurance Company Examiner I

Business Operations

Premium Tax Unit

Norma Stallings.....Insurance Company Examiner IV
Donna Arcand.....Insurance Company Examiner III/Tax Auditor

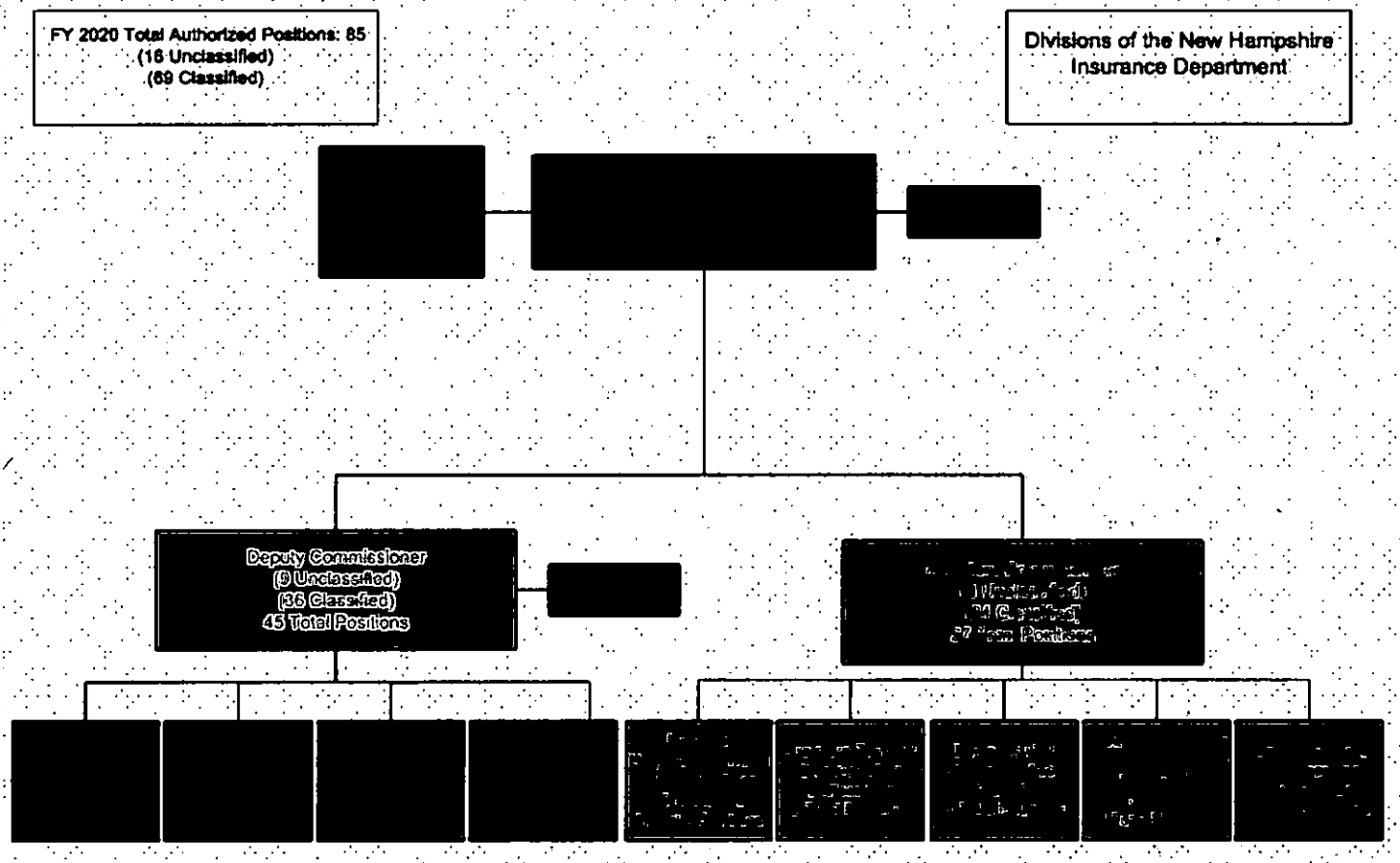
Business Unit

Ted Perkins .....Administrator IV
Jennifer Goodwin .....Grants Program Coordinator
Alain Couture.....Health Reform Coordinator
Scott Pafford.....Senior Management Analyst
Cheryl Moses .....Program Assistant II
Christine Blais.....Program Specialist I
Karen Belair.....Program Assistant II
Taz Belanger.....Program Assistant II

Producer Licensing Unit

Joan LaCourse.....Supervisor IV
Marlena Keyser.....Program Assistant II
Cheryl Gagnon .....Program Assistant II

NHID Organizational Chart



Administration Division

The Administration Division includes the Executive Office of the Commissioner, Deputy Commissioner, and Assistant Commissioner. In addition, the Division also includes the Human Resources Unit. The Division oversees the mission and direction of the Department, and serves as primary liaison to the Governor's office.

For Fiscal Year 2020, the Goals & Objectives for the Administration Division included:

1. Strategic planning for the Department.
2. Implementation of SharePoint.
3. To create a communications plan to expedite the decision making process at the Commissioner level.

For Fiscal Year 2020, the Goals & Objectives for the Human Resources Unit included:

1. Talent Acquisition: recruit and retain a diverse workforce to meet the needs of the organization.
2. Talent and Development: Provide development programs to help staff and managers accomplish their goals.
3. Culture / Engagement: Maintain a positive, values-based work environment.
4. Organizational Excellence: Administer HR policy and programs effectively and efficiently, while maintaining internal customer satisfaction and meeting budget constraints.

Financial Regulation Division

The Financial Regulation Division is responsible for ensuring company solvency, conducting financial examinations, financial analysis and licensing/registering all domestic and foreign companies. The New Hampshire Insurance Department currently has 1,166 licensed insurance companies to conduct business in the State, 61 of which are domiciled in New Hampshire. Of these companies, 388 are licensed to write life and health insurance, and the remaining 778 companies are licensed in various property and casualty lines.

The division processed and issued 27 new company licenses during Fiscal Year 2020. Seven are life and health and 20 are property and casualty insurance companies (Appendix A). Four companies withdrew from New Hampshire for reasons including dissolution, merger/consolidation or license surrender.

An alphabetical listing of all New Hampshire domestic companies with asset and liability information for calendar year-end 2019 may be found in Appendix B. Identical information is provided for all companies licensed in New Hampshire in Appendix C.

While New Hampshire does not license surplus lines companies, it does qualify unauthorized insurers as eligible surplus lines carriers in the state pursuant to RSA 405:26.

The Non-admitted and Reinsurance Reform Act (NRRA) became effective July 21, 2011. Under the NRRA non-admitted insurance may be placed with a non-admitted insurer domiciled in a U.S. jurisdiction, provided they are authorized to write such business in their state of domicile and maintain minimum capital and surplus of $15 million. Non-admitted insurance may be placed with insurers domiciled outside the U.S. provided the insurer is listed on the Quarterly Listing of Alien Insurers maintained by the International Insurers Department of the National Association of Insurance Commissioners (NAIC).

As of June 30, 2020 one hundred eighty (179) unauthorized insurers qualified as eligible surplus lines carriers in Appendix D.

Financial examinations of the following domestic companies were completed during Fiscal Year 2020:

America First Insurance Company	American Fire & Casualty Company
First National Ins Co of America	Colorado Casualty Insurance Company
Excelsior Insurance Company	General Insurance Co of America
Golden Eagle Insurance Corporation	Liberty Personal Insurance Company
Liberty Surplus Insurance Corporation	Merchants National Insurance Co
Mid-American Fire & Casualty Company	Midwestern Indemnity Company
Netherlands Insurance Company	New Hampshire Employers Ins Co
Ohio Casualty Insurance Company	Ohio Security Insurance Company
Peerless Insurance Company	Safeco Insurance Co of America
Safeco National Insurance Company	Safeco Surplus Lines Insurance Co

Financial examinations of the following domestic company in progress as of fiscal year-end 2020 include:

Allied World National Assurance Co	Allied World Reinsurance Company
Allmerica Financial Alliance Ins Co	CampMed Casualty & Indemnity Co Inc
Concord General Mutual Ins Co	Covington Specialty Insurance Co
Hanover American Company (The)	Hanover Insurance Company
Hanover National Insurance Co	Hanover New Jersey Insurance Co
Landmark American Insurance Co	Liberty Life Assurance Co of Boston
Massachusetts Bay Insurance Co	RSUI Indemnity Company
Sunapee Mutual Fire Insurance Co	Tufts Health Freedom Insurance Co
Verlan Fire Insurance Company	

The Financial Regulation Division is additionally responsible for continually reviewing the financial health of all admitted and registered insurance companies in the State of New Hampshire's Insurance Department.

For Fiscal Year 2020, the Goals & Objectives for the Financial Regulation Division included:

1. Provide an in-depth financial review of the Annual and Quarterly Financial Statements and all other supplemental fillings made by the state's domestic insurers in accordance with the NAIC Financial Analysis Handbook. Attend Supervisory Colleges. Financial condition examinations performed by the Department include full-scope periodic examinations and limited- scope or targeted examinations, which focus on specific accounts and/or issues.
2. Analyze and maintain license applications and renewals for Insurance Companies, TPAs, RRGs, UR, MGAs, Accredited Reinsurers, Motor Clubs, Premium Finance, Consumer Guaranty Contracts, Reinsurance Intermediaries, Purchasing Groups and RSA 405:14-A transactions and maintenance of Deposits.

Life and Health Division

The Life and Health Division reviews form filings for compliance and regulates the market conduct of life and health insurers writing in the state. The products regulated include life, annuities, major medical, ancillary health, long-term disability, short-term disability, Medicare supplement, dental, and long-term care insurance. The Division also reviews contracts and other filings pertaining to life settlements and continuing care retirement communities.

Life and Health Compliance Unit

The Compliance Unit examines insurance forms, including policies, riders, endorsements, amendments, and applications submitted for approval to ensure conformity with state and federal laws and rules.

All forms must be submitted electronically through the National Association of Insurance Commissioners' System for Electronic Rate and Form Filing (SERFF). Compliance Unit examiners perform an initial review and correspond with filers within 30 days of submission, ensuring quick filing disposition. This allows New Hampshire consumers to have access to new products and enhancements to existing products in a timely manner.

Health Insurance

Compliance Unit responsibilities include the review and analysis of all individual and group health policies, including Affordable Care Act-compliant Qualified Health Plans, supplemental health, disability, Medicare supplement, and long-term care products.

The ACA resulted in a multitude of changes to the health insurance marketplace in New Hampshire and established direct regulatory requirements for the NHID. From 2011 to the present, NHID has adapted its regulation of the New Hampshire health insurance industry to accommodate these marketplace changes.

New Hampshire elected to implement a Partnership Exchange for the ACA marketplace. Under this arrangement, NHID performs plan management functions and recommends Qualified Health Plans be certified by the federal government for sale on the federally facilitated exchange.

Life and Annuities

The Compliance Unit responsibilities also include review of life, credit life, and annuity policies.

In addition, New Hampshire participates in the Interstate Insurance Product Regulation Commission (Compact) which is a multi-state joint public agency that develops uniform standards for review of life, annuity, disability and long-term care insurance products. The Compliance Unit contributes to Compact activities through committee representation and the development of uniform standards. Compact examiners apply uniform standards to review applicable products filed and maintained in SERFF.

Fiscal Year 2020 L&H Rate and Form Filings

Received	
L&H Rate and Form Filings	2,008
Interstate Compact Filings Received	803
Total Filings Received	2,811
Closed - Disposition	
L&H Filings Closed - Disposition	2,183
Interstate Compact Filings - Disposition	906
Total Filings Closed	3,089

For Fiscal Year 2020, the Goals and Objectives for the L&H Compliance Unit included:

1. Speed to market: improve time to process on policy, rate, and form filings.

Life and Health Market Conduct Unit

Market conduct investigations and examinations address observed market problems or violations of New Hampshire's insurance laws that affect insurance consumers. Examiners review and analyze insurance company market activity to ensure compliance with the state's administrative rules and laws, including reviewing insurers' procedures and processes to ensure that policyholders and claimants are treated fairly as spelled out in those laws. Findings, indicating violations of law, rule or regulatory standards, are addressed through administrative or disciplinary action. Examinations are conducted in accordance with uniform national standards and include investigations and examinations of insurers, producers, and other department licensees. The area also participates in certain joint and multi-state market conduct actions.

This unit supports the Department's investigative and legislative efforts by providing industry expertise to various projects. In addition, a member of the unit serves as the state's liaison with Centers for Medicare and Medicaid Services on senior product lines.

All continuum actions up to and including examinations, are performed in accordance with the standards outlined in the *NAIC Market Regulation Handbook*.

In FY 2020, this unit concluded two sets of health examinations that began in FY 2018. The first focused on carrier oversight and vendor compliance with the collection, administration and submission of pharmacy claims data relative to the New Hampshire Comprehensive Health Information System ("NHCHIS"). This data is made available to insurers, employers, consumers and state agencies in order to assess utilization, expenses and performance in the New Hampshire market. Accurate and timely data is a critical component to the analysis that allows consumers and employers to make informed, cost-effective health care choices.

The second set of health examinations tested for carrier compliance with the provisions of the federal Mental Health Parity Addiction Act of 2008 (MHPAEA), and focused on non-quantitative treatment limits (NQTLs) which include provider reimbursement programs, as well as the implementation and adherence to use of the American Society of Addiction Medicine (ASAM) criteria.

Below is a list of some of the significant market conduct actions performed by the L&H unit in FY 2020.

Market Regulation Actions for Fiscal Year 2020
Life and Health Market Conduct Examination Unit

Sampling of Market Conduct Examination Activity During Fiscal Year 2020

Count	Licensed Entity	Line of Business	Consumer Restitution	Status
3	Mental Health Parity Examinations	Health	N/A	Closed
3	NH Comprehensive Health Information Systems (CHIS) Examinations	Health	N/A	Closed

1	Life Examination	Life	N/A	In progress
2	Mental Health Parity CAP Monitoring	Health	N/A	In progress
Total Market Conduct Examinations - 9				

Investigations				
Count	**Subject Matter**	**Line of Business**	**Consumer Restitution**	**Status**
2	Use of unapproved form	1 Health 1 Life	N/A	Ongoing
2	Sale of unapproved product/unlicensed TPA	1 Life 1 Health	N/A	Ongoing
1	Coverage of preventative services	Health	N/A	Ongoing
2	Unlicensed Entity	Health	N/A	Ongoing
3	Data Integrity	Health	N/A	Closed
Total Investigations - 12				

For Fiscal Year 2020, the Goals and Objectives for the Life and Health Market Conduct Unit included:

1. Investigations and targeted exams: Unit conducts investigations and exams in a timely fashion consistent with identified priorities and obtains prompt corrective action/ closure that mitigates identified harms.
2. Identifying harms/ priorities: Develop processes for prioritizing regulatory actions in all LAH lines, using market analysis and multi- disciplinary task forces or teams as appropriate.

Property and Casualty Division

The Property and Casualty Division reviews the compliance form filings and regulates the market conduct of property and casualty insurers (P&C) writing in the state, including but not limited to automobile, homeowners', general liability, professional liability, and workers' compensation insurance lines.

Property and Casualty Compliance Unit

The Property and Casualty Compliance Unit examines insurance forms, including policies, riders, endorsements, amendments, and applications that have been submitted for approval to ensure conformity with the state's laws and rules.

All filings by insurers and advisory organizations must be submitted electronically through the National Association of Insurance Commissioner' System for Electronic Rate and Form Filing (SERFF). All compliance examiners perform an initial review and correspond with the filers within 30 days of submission, ensuring quick filing disposition. This allows New Hampshire consumers to have access to new products and enhancements to existing products in a timely manner.

The Property and Casualty Compliance Unit has responsibilities that include the analysis of personal and commercial lines of business. Company and advisory organization filings are analyzed to assess compliance with New Hampshire's insurance laws and administrative rules.

The compliance examiners also participate in various working groups and serve on a number of commissions and boards at the request of the Commissioner, including the Commercial Automobile Insurance Plan and the New Hampshire Reinsurance Facility.

Fiscal Year 2020 P&C Rate and Form Filings

Received	
P&C Rate and Form Filings	4,069

Closed - Disposition	
P&C Filings Closed-Disposition	3,896

For Fiscal Year 2020, the Goals and Objectives for the Property and Casualty Compliance Unit included:

1. Filing Review Efficiency: Average NHID Review Days (excluding company response days) from Initial Form Review.

Property and Casualty Market Conduct Unit

Market conduct examinations address observed market problems or violations of New Hampshire's insurance laws that affect insurance consumers. Examiners review and analyze insurance company market activity to ensure compliance with the state's administrative rules and laws, including reviewing insurers' procedures and processes to ensure that policyholders and claimants are treated fairly as spelled out in those laws. Findings, indicating violations of law, rule or regulatory standards, are addressed through administrative or disciplinary action. Examinations are conducted in accordance with uniform national standards and include investigations and examinations of insurers, producers, and other Department licensees. The area also participates in certain joint and multi-state market conduct actions.

The following is a tabulation of significant market conduct actions performed by the Property & Casualty unit. During the 2020 fiscal year, the P&C Market Conduct unit focused on target examinations pursuant to provisions of the RSA 412:8, III and Ins 1002.19 (a)-(b).

Market Regulation Actions and Results for Fiscal Year 2020

Property & Casualty Market Conduct Examination Unit

Property & Casualty Market Conduct Examination Activity During Fiscal Year 2020								
Count	**Licensed Entity**	**NAIC Company Code**	**Line of Business/Subject Matter**	**Consumer Restitution**	**NH Policyholders Receiving Policy Refund or Credit**	**Status**	**Corrective Action Required**	**Penalties, Fines Collected**
1	Union Mutual Fire Insurance Company	25860	Personal Auto/Collision Deductible Waiver	$500.00	1	Closed	Yes	$2,500
1	New England Guaranty Insurance Company	25852	Personal Auto/Collision Deductible Waiver					
1	Horace Mann Property & Casualty Insurance Company	22756	Personal Auto/Collision Deductible Waiver	$16,823.04	37	Closed	Yes	$75,000
Count	**Licensed Entity**	**NAIC Company Code**	**Line of Business/Subject Matter**	**Consumer Restitution**	**NH Policyholders Receiving Policy Refund or Credit**	**Status**	**Corrective Action Required**	**Penalties, Fines Collected**
1	Horace Mann Insurance Company	22578	Personal Auto/Collision Deductible Waiver					
1	Teachers Insurance Company	22683	Personal Auto/Collision Deductible Waiver					
1	Farm Family Casualty Insurance Company	13803	Personal Auto/Collision Deductible Waiver	$3,119.13	24	Closed	Yes	$10,000
Total Market Conduct Examinations – 6				**$20,442.17**	**62**			**$87,500**

Market Conduct Investigations Closed During Fiscal Year 2020	
Auto Body Shop Consumer Complaint Investigations	79
Consumer Complaint Investigations	3
Investigations Total	**82**

For Fiscal Year 2020, the Goals and Objectives for the P&C Market Conduct Unit included:

1. Identify, quantify & prioritize 3 to 5 measurable public harms.
2. Market conduct investigations in accordance with RSA 400-A:16 (not just including 3 to 5 measurable public harms).
3. Market conduct examinations of prioritized measurable public harms in accordance with RSA 400-A:37.
4. Review and revise statutes and rules that are outdated or unclear.

Data Analytics Division

The Department Data Analytics Division was created in 2018 to better serve the Department's need for evidence based analysis and data driven policy development. The Division includes expertise from the property and casualty as well as the life and health insurance lines, including the Departments' actuaries, data scientists, and policy specialists. The Division specifically services policymakers and the public by providing information on the NH insurance markets, health care costs, and by performing various analyses of premium cost drivers and insurance rate submissions. Internally, the Division supports Market Conduct, Compliance, Fraud, and the Commissioner and Deputy Commissioner.

The creation of Data Analytics Division represents a shift in priorities within the Department to better coordinate and facilitate informed policy development and to ensure the highest level of integrity with Department examinations and customer service. The Division operates as proactively by using the information provided by from both confidential carrier submitted data and public resources. Virtually any legislation that may result in a cost impact to insurance premiums is reviewed by the Data Analytics Division, and both fiscal notes and testimony are prepared in response to these legislative initiatives.

Initiatives of the division include the lauded transparency website NHHealthCost.org, which uses paid claims data collected by the state to help residents get an accurate estimate of dozens of health care procedures at hospitals across NH. The Department also convenes an annual hearing on premium rates and medical cost drivers in NH and a corresponding report (https://www.nh.gov/insurance/reports/index.htm).

Property & Casualty Actuarial Unit

The Property and Casualty Actuarial unit is responsible for general market and industry analysis, evaluation of the competitiveness of New Hampshire's insurance markets, and review of all P&C rate, rating rule, and predictive model filings. This unit provides consumer assistance on rate related issues and all workers compensation (WC) related complaints. It also provides support for the Market Conduct unit, as well as fiscal notes, legislative testimony, research, and data analysis on WC related bills and other bills that affect insurance coverage or cost.

During Fiscal Year 2020, the P&C Actuarial unit reviewed 1,672 loss cost, rate, model, and rule filings for various P&C lines of business. One hundred and three (103) filings were related to workers compensation, and the remainder was split between personal lines (25%) and commercial lines (75%). As insurance company pricing models become more sophisticated, the actuaries continue be called to evaluate complex types of models that affect insurance cost, such as credit scoring models, catastrophe models, usage-based insurance programs, and predictive models in the form of Generalized Linear Models, Random Forests, and, recently, Gradient Boost Models, that incorporate non-traditional pricing variables.

The P&C Actuarial unit provides support for workers compensation (WC) in New Hampshire. The WC Analyst provides information and technical assistance to consumers who have inquiries or complaints about their WC coverage. During Fiscal Year 2020, the unit responded to 79 requests from both agents and consumers.

The P&C Actuarial unit is responsible for the review and approval of all WC loss cost, rate, and rule filings. In addition, the unit analyzes the annual WC rate/loss cost filing from the National Council on Compensation Insurance (NCCI) and testifies at the associated rate hearing.

The P&C Actuarial Unit also provides underwriting and product development expertise in support of Market Conduct activities, and supports a number of initiatives aimed at identifying areas of regulatory concern in order to focus resources on carriers with potential market conduct issues.

The unit is responsible for the maintenance of several statistical databases for Market Analysis. The Market Analysis Prioritization Tool (MAPT) provides a weighted scoring system of key market and financial components from state and national sources. The Market Conduct Annual Statement (MCAS) provides information concerning specific actions by insurers in New Hampshire. Data includes length of time to pay claims, suit activity, and the number of policies canceled or non-renewed. The Market Analysis Review System (MARS) allows the market analyst to review financial data, complaint activity, examination activity, and regulatory actions by New Hampshire and other states. In Fiscal Year 2020, 21 Level-1 and Level-2 reviews were completed.

Pursuant to Ins 1002.15, the P&C Actuarial Unit reviews the methods that insurers use to determine the value of an auto, after a total loss claim. Annually, the department reviews these methods, reviews sample reports and publishes a list of accepted vendors.

The P&C Actuarial unit maintains the online premium comparisons for personal automobile and homeowners insurance that are published regularly throughout the year. Both comparisons were updated to reflect filings made through March of 2020. Since the first publication of these comparisons, thousands of consumers have used the reports to obtain comparative pricing information for the leading 35 insurers in New Hampshire, allowing for a more informed purchasing decision.

RSA 412:14 calls for the Insurance Commissioner to monitor the degree of competition in insurance markets in the state. The actuaries perform analyses annually at the state, regional, and countrywide level. This information is important in determining whether a reasonable degree of competition exists in each line of insurance. The reports are published on the Department website.

Due to prior determination that it is a non-competitive market, the medical professional liability marketplace is more thoroughly monitored each year. Following a public hearing, the Insurance Commissioner found once again that, in accordance with RSA 412:13, this market is not competitive in New Hampshire. Medical professional liability remains the only market determined to be non-competitive by the Commissioner.

Members of this unit act as the Commissioner's designee to the NH Workers Compensation Advisory Council, the Workers Compensation Classification and Rating Appeals Board, and the Joint Agency Task Force on Employee Misclassification Enforcement. The unit also represents the Department on various legislative study committees, such as the Commission to Study the Incidence of Post-Traumatic Stress Disorder in First Responders.

For Fiscal Year 2020, the Goals and Objectives for the P&C Actuarial Unit included:

- Review all rate and rate related filings per RSA 412:15 and 16. Commercial informational filings will be reviewed per the audit process.
- Produce various reports, which are required by statute, or informative to consumers or legislators.
- Maintain healthy and competitive WC system.
- Identify insurer actions that harm consumers.

Communications and Consumer Services Division

Communications Unit

The Insurance Department's communications unit features a communications director who oversees media and public relations for the Insurance Department and an outreach coordinator who is responsible for educating consumers and other stakeholders throughout the state on insurance matters. The Department's primary outreach platforms include:

The Department's website: www.nh.gov/insurance
Facebook: www.nh.gov/insurance
Twitter: www.twitter.com/NHInsuranceDept
LinkedIn: https://www.linkedin.com/company/new-hampshire-insurance-department/
YouTube: www.youtube.com/channel/UCOABb-Rp7OxqWQmUF64adHQ
Press releases: www.nh.gov/insurance/media/pr/index.htm

The Department's website contains an archive of reports, forms, checklists and links to a variety of insurance-related websites, such as state agencies, related non-profits and federal programs, including Medicare and Medicaid.

In Fiscal Year 2020, the Department responded to dozens of press inquiries and issued 25 press releases to inform the public about important insurance-related issues on a range of topics.

For Fiscal Year 2020, the Goals & Objectives for the Communications Unit included:

1. Create new NHID website and provide meaningful and useful website content for consumers and industry. Maintain website as a trusted resource.
2. Regularly post relevant and engaging content on social media.
3. Develop and maintain editorial calendar for annual public education campaigns.
4. Engage producer community in our outreach and communications plan to consumers.
5. Schedule outreach events (in-person or via webinar) about public education priorities and Department initiatives for P&C and LAH topics.
6. Assist commissioners and management team with tracking and communicating internal decisions to impacted units or entire Department.

Consumer Services Unit

The Department's Consumer Services Unit is staffed by seven full-time employees: one director, one supervisor, one work-flow coordinator, and four consumer services officers (CSO's). The unit's CSO's fulfill a threefold mission: educate residents about insurance products, companies and producers; assist residents who request help navigating the complexities and intricacies of the insurance industry; and work with other Department staff to investigate consumer complaints to ensure that licensees, including companies and producers (a.k.a., insurance agents), comply with NH insurance laws and rules.

Recognizing the importance of the unit's education and assistance functions, the mainstay operation of the unit is investigating formal grievances. In this effort, the unit's four CSO's review submitted complaints, identify potential violations of state insurance laws and regulations, contact licensees for formal responses to the alleged violations, and analyze all facts collected to substantiate or invalidate those allegations. When violations are identified, the unit's CSO's facilitate remediation for the complainants. When warranted, the unit's CSO's engage other NHID business units, including Legal, Enforcement and Market Conduct to initiate market-wide remediation activities and targeted enforcement actions against licensees.

In Fiscal Year 2020, Consumer Services processed 786 consumer complaint investigations, 149 insurance provider investigations, 4,033 assistance requests, and 76 applications for external health review. During the fiscal year, Consumer Services recovered approximately 2.14 million dollars for New Hampshire consumers. Following is a summary of the complaints and inquiries received by the Property and Casualty (P&C) and Life and Health (LH) sub-units.

Property and Casualty

The P&C sub-unit provides insurance consumers with assistance by answering questions, investigating complaints, distributing educational materials, and assisting the NH Emergency Management Operations Center during catastrophic weather events. During Fiscal Year 2020, the unit processed 491 consumer complaint investigations, 81 auto body shop investigations, and 1,434 requests for service, during which the Consumer Services Officers answered questions, provided information and referrals, and otherwise assisted the public. On behalf of NH consumers, the sub-unit facilitated the recovery of $1,045,708.

Life and Health

In Fiscal Year 2020, the LH sub-unit processed 290 consumer complaint investigations, 65 health care provider investigations, 2,639 requests for assistance, and 76 applications for external health review. The LH Consumer Services

Officers responded to consumer complaints and inquiries on a variety of life and health insurance topics, including coverage issues, the impact of legislation, suitability of annuity sales to seniors, and claims concerns. On behalf of NH consumers, the sub-unit facilitated the recovery of $1,095,728.

The Insurance Department is responsible for administering the appeals process for adverse health insurance claim decisions under RSA 420-J:5 and for certifying independent review organizations, which render the decisions in these appeals. The Department also certifies long-term care insurance independent review organizations under Department rule Ins. 3601.

During Fiscal Year 2020, 76 applications for external health review were received. Of those, 29 met the legal requirements to qualify for external review and 7 health insurance company decisions were overturned or partially overturned by the certified external review organizations.

For Fiscal Year 2020, the Goals and Objectives for the Consumer Services Unit included:

1. Improve time to process on consumer complaints.

Business and Operations Division

Premium Tax Unit

The Premium Tax Unit is responsible for the accounting and auditing of all general fund and restricted revenue received by the department. Upon request, revenue and tax related information is provided to the legislative committees.

The Department received total general fund revenue of $134.0 million in fiscal year 2020. The unit monitors general fund revenue and prepares revenue projections for current and future fiscal years. General fund revenue is generated primarily from two sources - a premium tax on premiums written, and fees from companies, producers, and other sources. Premium tax is received from licensed companies, surplus lines producers, and companies and individuals that acquire insurance policies independently of licensed producers.

In Fiscal Year 2020, the unit reported $115.0 million in premium tax revenue and $19.0 million in licensing and other fee revenue, totaling $134.0 million that was credited to the general fund. Also see Appendix E – General Fund Revenue.

The unit also administers the Department's administrative assessment that provides reimbursement for the administrative expenditures of the department.

For Fiscal Year 2020, the Goals & Objectives for the Premium Tax Unit included:

1. Receive and audit premium tax, surplus lines and other tax returns.
2. Calculate annual revenue projections.
3. Provide data for the determination of the examination per diem rate and the monthly examination billing data.
4. Prepare annual assessment calculation and invoices.

Producer Licensing Unit

The Licensing Division has seen continued growth in the number of licenses issued and maintained in New Hampshire. The COVID-19 pandemic slowed the number of new licenses the last three months of the year. As of June 30, 2020, 177,171 active licensees were authorized to sell insurance and adjust claims.

With our test vendor Prometric, we were able to begin offering 'ProProctor', a remote testing capability for potential licensees during the pandemic and beyond.

There were over 89,000 producers licensed to sell insurance products in New Hampshire at end of the fiscal year. Of those, 6,480 are New Hampshire residents. There are 6,414 business entity producers licensed. There are 552 resident business entities licensed. Currently, there are more than 81,650 claims adjusters licensed. Of those, 854 are residents who are licensed to adjust workers' compensation and property & casualty claims in New Hampshire. The steady growth in the number of licensees is directly related to online technology.

In March of 2020, the unit implemented State Based Systems' updated licensing system. From Department utilization of licensing systems for processing, to systems utilized directly by licensees, timely processing by Department staff allows for 24-hour turn around on most applications. Licensees have access to online managing and maintaining their license. From license application submissions, license verifications, printing of licenses and fulfilling their continuing education requirements our licensees can process their requests through our electronic systems. Insurance carriers also utilize online systems for their processing. These advancements have driven our increase in non-residents becoming licensed in our state. Our partnerships with the National Association of Insurance Commissioners' (NAIC) affiliates—the National Insurance Producer Registry (NIPR) and State Based Systems (SBS)—have continued to result in increased services, securities and efficiencies.

The Licensing Division has made available to the public a list of the 220 federally trained and registered resident producers qualified to sell the products through New Hampshire's Federally Facilitated Health Insurance Marketplace.

The unit continues to maintain and monitor continuing education requirements and records for our resident licensees. The specific education requirements help to ensure our resident producers and adjusters remain aware of the ever-changing insurance marketplace. That knowledge and training allows the licensees to better serve the public.

New Hampshire citizens, the insurance consumer, and the insurance industry can verify license information through online options on our website. The electronic online systems provides the most accurate up to date information available. More detailed information about the number of licensed entities can be found in Appendix F – Licensing Unit Statistics.

For Fiscal Year 2020, the Goals & Objectives for the Licensing Unit included:

1. Review new license applications for prospective producers and adjusters.
2. Review and renew producer & adjuster licenses.

Business Operations Unit

For Fiscal Year 2020, the Goals & Objectives for the Business Unit included:

1. To process all A/R and revenue transactions with complete accuracy.
2. To process all A/P transactions with complete accuracy.
3. To process Federal Grant and Admin. Assessment transactions with complete accuracy.
4. Project Management Office (PMO) to complete 6-12 Projects per year.
5. To work directly with the DoIT Staff (Developers, IT Manager and BA) to complete the departments FY20-21 IT initiatives.

Legal Division

Enforcement Unit

The Enforcement Unit assists the Department in meeting its mission of promoting and protecting the public good by ensuring the existence of a safe and competitive insurance marketplace through the enforcement of New Hampshire's insurance laws and rules. The results the Enforcement Unit obtained during Fiscal Year 2019 include:

Total new cases opened: 140
Total Order to Show Causes issued: 8
Total adjudicatory hearings scheduled: 9
Total adjudicatory hearings conducted: 5
Total Consent Orders executed: 5
Total licenses revoked: 5
Total licenses cancelled: 3
Total licenses surrendered: 2

Total administrative fines assessed:	$15,000.00
Total market conduct fines assessed:	$193,500.00
Total amount of fines assessed:	**$208,500.00**
Total amount of other recovery:	**$206,412.55**

For Fiscal Year 2020, the Goals & Objectives for the Enforcement Unit included:

1. Improve the Enforcement Unit's case management processes by working collaboratively with a DoIT Lean coordinator to eliminate redundancies and streamline case management systems.

Insurance Fraud Unit

In 1993, the Legislature enacted RSA 417:23, which authorized the Insurance Department to establish the New Hampshire Insurance Fraud Investigation Unit ("Fraud Unit"). The Fraud Unit investigates insurance fraud and other insurance-related crimes. The Fraud Unit is composed of three investigators and one fraud research assistant. If a company has reason to believe that fraud has been committed, there is a statutory requirement that it refer the issue(s) to the Fraud Unit for review. The unit also accepts referrals from all other sources. It has established a referral form online, but will accept referrals in writing, in person, or by telephone.

In Fiscal Year 2020, the Fraud Unit received 313 referrals of suspected fraud or other insurance-related crimes. Of these referrals, the unit conducted 36 criminal investigations, of which 13 were presented for prosecution to either by the County Attorney's office, the NH Attorney General's office, or the United States Attorney's office. The Fraud Unit had a financial impact of $127,103,578.31.

The Fraud Unit has unique powers of authority granted to it by the Commissioner allowing the unit to secure evidence far more quickly than most law enforcement agencies. In its efforts to take a proactive stance against insurance crimes, the Fraud Unit works jointly with the National Insurance Crime Bureau and other local, state, and federal law

enforcement agencies conducting undercover operations when appropriate. Although most of these types of operations generally target suspected healthcare fraud by providers and/or clinics, the undercover operations can expand as far as necessary to combat all lines of fraud.

For Fiscal Year 2020, the Goals & Objectives for the Fraud Unit included:

1. Increase the number of completed investigations referred to outside agencies for criminal prosecution and/or civil enforcement action.

Rehabilitations & Liquidations

The Home Insurance Company in Liquidation

On June 11, 2003, at the request of the New Hampshire Insurance Department, the Merrimack County Superior Court issued an Order placing The Home Insurance Company into liquidation. The Home is one of the largest property-casualty insurer liquidations ever to occur, with marshaled assets of approximately $1.77 billion (net of expenses and Class I distributions) as of 3/31/20 and projected ultimate undiscounted insurance liabilities of approximately $4 billion based on a Milliman review in 2014. The liquidation is ongoing and court documents and other information regarding The Home Insurance Company in Liquidation, including quarterly reports filed by the liquidator, may be found on the website at http://www.hicilclerk.org/.

Insurance Legislation & Rulemaking

Legislation

The following is a brief overview of the disposition of the Department's legislative initiatives for the 2020 Legislative Session:

HB 1245 - (Second New Title) adopting omnibus legislation concerning state agencies.
In addition to other provisions that do not affect insurance, this bill incorporated the language of 4 Department initiatives:
1. Relative to credit for reinsurance - revises the credit for reinsurance statute to reflect recent NAIC changes. This is an accreditation standard. (**HB 1230**)
2. Relative to cancellations of commercial insurance policies - clarifies that a substantial increase in risk is grounds for cancellation of commercial insurance and removes prior Commissioner approval for such cancellations. (**HB 1375**)
3. Relative to workers' compensation auditable policies - clarifies the penalty for failure of an insured to cooperate with the auditing requirements of workers' compensation policies. (**SB 418**)
4. Making technical changes to certain insurance laws (**SB 452**):
a. Corrects a reference
b. Makes language on administrative fines consistent across statutes
c. Clarifies fire insurance contract coverage
d. Corrects grammar
e. Repeals an obsolete statute
Governor's Action: Signed 07/30/2020; Relevant Sections Effective 09/28/2020; CHAPTER 37

HB 1308 - relative to the life settlements act.
This bill clarified that life settlement producers be appointed by a provider to act on their behalf.
Senate's Action: Tabled (Bill dies)

HB 1639 - (New Title) relative to health care.
In addition to other provisions affecting insurance, this bill incorporated the language of one of the Department initiatives:
Allows Health Maintenance Organizations (HMOs) to write Preferred Provider Organization (PPO) products for Medicare Advantage insurance plans. **(SB 693)**
Governor's Action: Signed 07/30/2020; Relevant Section Effective 07/30/2020; CHAPTER 39

SB 453-FN - establishing an insurance regulatory sandbox program to temporarily test insurance technology products and services.
This bill was at the request of industry to allow for trials of new types of insurance to determine their feasibility and/or market interest.
Senate's Action: Interim Study (Bill dies)

SB 579 - relative to e-delivery of insurance documents and commercial lines renewal notices.
This bill allowed for electronic delivery of all insurance documents and renewal notices, with the insured's consent or request.
House's Action: Tabled (Bill dies)

SB 580 - relative to the scope of medical payments under a motor vehicle insurance policy.
This bill clarified that auto insurance medical payments may be used for any medical expenses, including insurance liens.
Senate's Action: Tabled (Bill dies)

SB 664 - relative to life insurance.
This bill stripped down the life insurance statute, RSA 408, to remove obsolete and/or duplicative provisions.
House's Action: Tabled (Bill dies)

Rules
During the period of this Annual Report (July 1, 2019 through June 30, 2020), the Department completed administrative rulemaking proceedings on the following:

Ins 100 – Organizational Rules
This proceeding re-adopted Ins 100 with amendments. All state agencies are required to have Organizational Rules. The amendments reflect the organizational restructuring the Department has undergone over the past 2 years, as well as update contact and address information.
Adopted: 01/24/2020 Effective: 02/01/2020

Ins 401.03 and .13 – Life and Health Form and Rate Filings
This proceeding amended Section Ins 401.03 to make clear the definitions apply to all insurance policies and amended Section Ins 401.13 to allow the Commissioner to contract with outside legal advisors for the review of life settlement filings.
Adopted: 09/24/2019 Effective: 09/30/2019

Ins 1302, Ins 1303, and Ins 1305 – Producers and Adjusters
This proceeding amended Parts Ins 1302 and Ins 1302, regarding Continuing Education, to incorporate the new statutory requirements for ethics training and to adopt a waiver of rules provision in new Part Ins 1305.
Adopted: 01/07/2020 Effective: 01/13/2020

Ins 1807 and Ins 1813 – Continuing Care Retirement Communities
This proceeding amended Part Ins 1807 by deleting the requirement that payable interest on entrance fees be set at one percent above the rate charged by the Federal Reserve Bank and deleting the requirement for a signed receipt upon the release of escrow account funds. This proceeding also adopted a waiver of rules provision in new Part Ins 1813.
Adopted: 10/23/2019 Effective: 10/28/2019

Ins 2704 – Pharmacy Benefits Managers (PBMs)
This proceeding essentially re-wrote Chapter Ins 2704, formerly entitled "Prescription Prices for Pharmacists and Pharmacies", to describe elements for the registration and regulation of PBMs as mandated by Chapter 320 of the Laws of 2019.
Adopted: 03/24/2020 Effective: 06/29/2020

Ins 6203 – Ancillary Health Minimum Standards for Benefits for Accident-Only and Specified Accident Coverage
This proceeding adopted new Part Ins 6203, which closely mirrors relevant provisions contained in expired rules Ins 1901.06, to establish minimum standards for benefits, required disclosure and outline of coverage provisions, and prohibited policy provisions relating to accident-only and specified accident ancillary health insurance coverage.
Adopted: 08/20/2019 Effective: 08/26/2019

For Fiscal Year 2020, the Goals & Objectives for the Legal Counseling Unit included:

1. Develop, adopt, readopt or amend administrative rules in a timely matter in compliance with state law.

APPENDIX A

New Companies Admitted to do Business During Fiscal Year 2020

Life & Health Companies

Lombard International Life Assurance Co.	July 31, 2019
Guaranty Income Life Insurance Company	August 27, 2019
Great Southern Life Insurance Company	December 13, 2019
Aetna Health Inc. (A Connecticut Corp.)	January 6, 2020
Lasso Healthcare Insurance Company	January 24, 2020
UnitedHealthCare Insurance Co of Illinois	February 5, 2020
Oceanview Life and Annuity	February 14, 2020

Property & Casualty and Title Companies

Ascot Insurance Company	July 9, 2019
CGB Insurance Company	July 29, 2019
Professional Solutions Insurance Company	August 19, 2019
Palisades Insurance Company	August 19, 2019
American Liberty Insurance Company	August 27, 2019
Lemonade Insurance Company	August 30, 2019
Arch Property Casualty Insurance Company	October 30, 2019
Rutgers Casualty Insurance Company	November 7, 2019
Blueshore Insurance Company	November 25, 2019
Clear Spring Health Insurance Company	December 2, 2019
Connectictcare Insurance Company Inc.	December 2, 2019
Plateau Casualty Insurance Company	December 10, 2019
American Family Home Insurance Company	February 4, 2020
Rock Ridge Insurance Company	February 11, 2020
Cerity Insurance Company	April 9, 2020
Endurance Assurance Corporation	April 30, 2020
American Digital Title Insurance Company	April 30, 2020
Trisura Insurance Company	April 30, 2020
Toggle Insurance Company	April 30, 2020
Mobilitas General Insurance Company	June 18, 2020

SEP22'20 AM11:17 DAS

4B
3B

New Hampshire Veterans Home

139 Winter Street
Tilton, NH 03276-5415
www.nh.gov/veterans

Margaret D. LaBrecque
Commandant

Telephone: (603) 527-4400
Fax: (603) 286-4242

September 21, 2020

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 20:7 and RSA 119:13, the New Hampshire Veterans Home hereby submits the attached Annual Report of the New Hampshire Veterans Home for the Fiscal Year 2020.

EXPLANATION

I am pleased to offer the Annual Report in order to summarize activities of the New Hampshire Veterans Home during the past year and intentions for the coming year. The mission of the New Hampshire Veterans Home is to provide the best quality of life for New Hampshire veterans with dignity, honor and respect.

Sincerely,

Margaret D LaBrecque

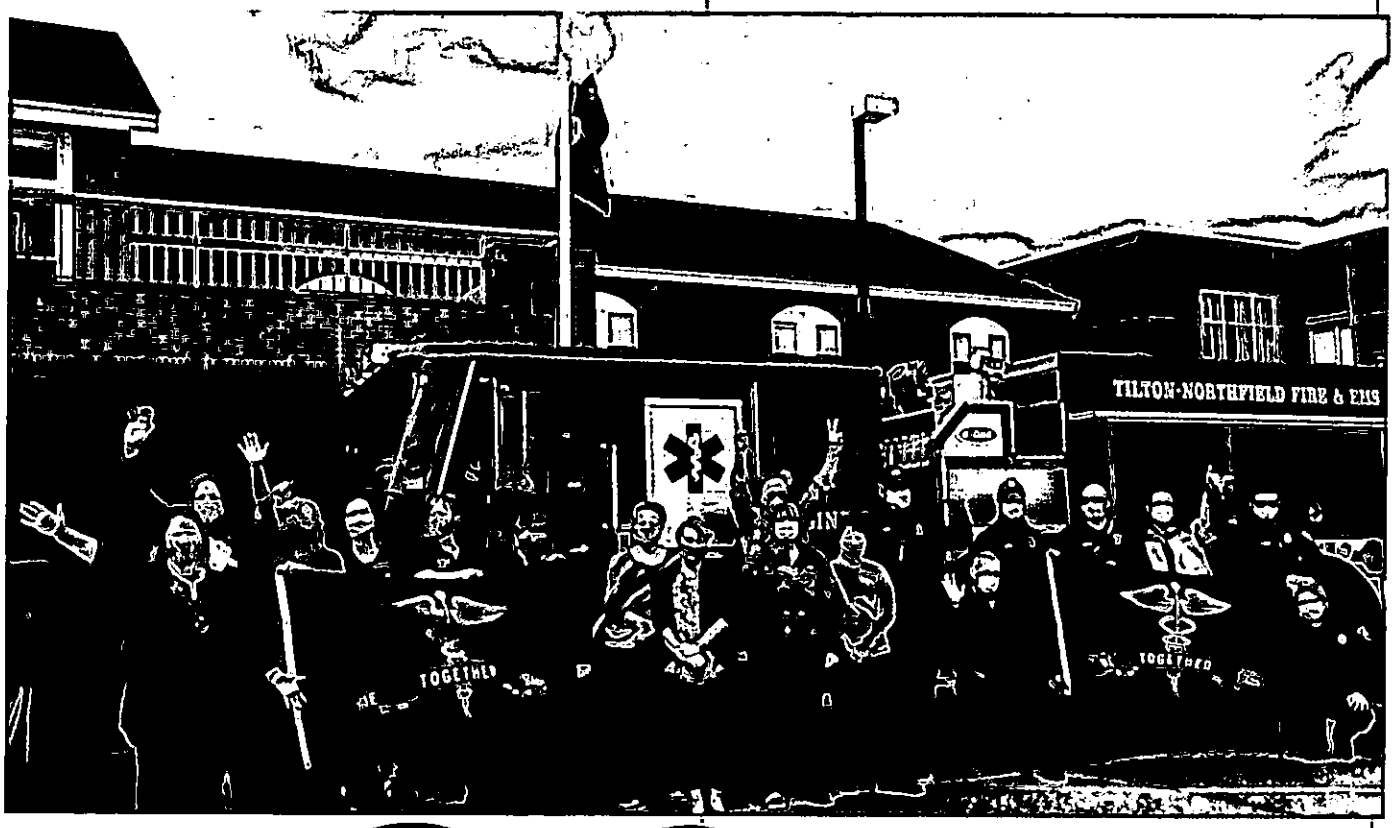
Margaret D. LaBrecque
Commandant

MDL/mr

Attachment

Established 1890

New Hampshire Veterans Home



Annual Report

Fiscal Year Ended June 30, 2020

September, 2020 | Pursuant to RSA 119:13 | *Tilton, New Hampshire*

For those who served.

State of New Hampshire

Governor

Christopher T. Sununu

Executive Council

Michael J. Cryans
Andru Volinsky
Russell E. Prescott
Theodore L. Gatsas
Deborah B. Pignatelli

New Hampshire Veterans Home
Board of Managers 2019-2020

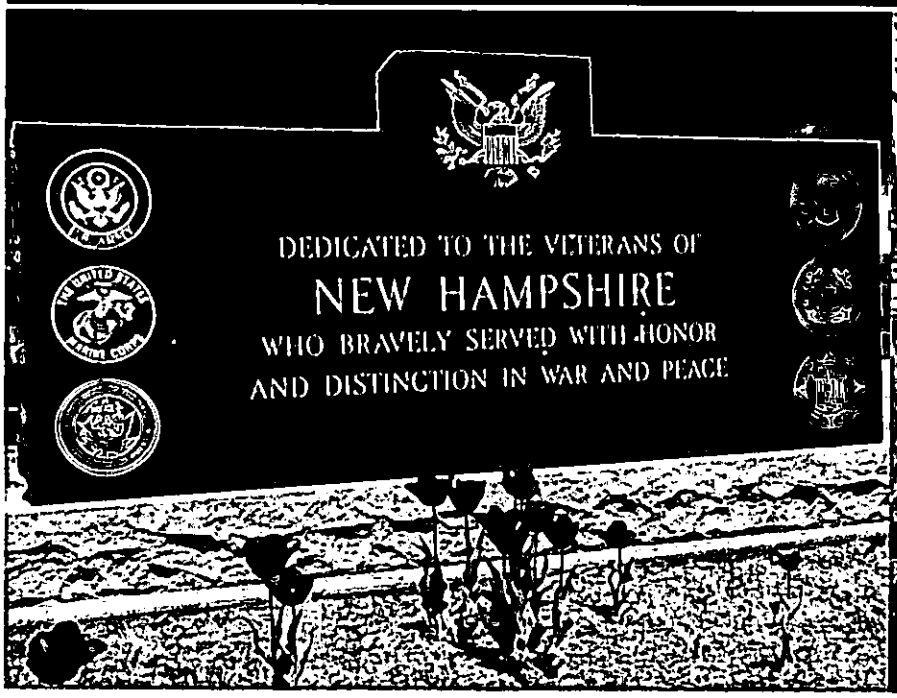
Paul J. Lloyd, Chairman
Elaine K. Baker
Darwin Beeman
Robert G. Blais
Oliver Brooks
William T. Conway
Susan A. Cuddy
Raymond J. Goulet, Jr.
Robert W. Guldner
Carol A. Maynard
Andrew Patterson

New Hampshire Veterans Home

Commandant

Margaret D. LaBrecque

Physical Plant and Property



Physical Plant	**$39,127,592**
Equipment	**$385,546**
Highway/Roads	**$95,000**
Total Plant and Property	**$39,608,138**

Personnel Statistics

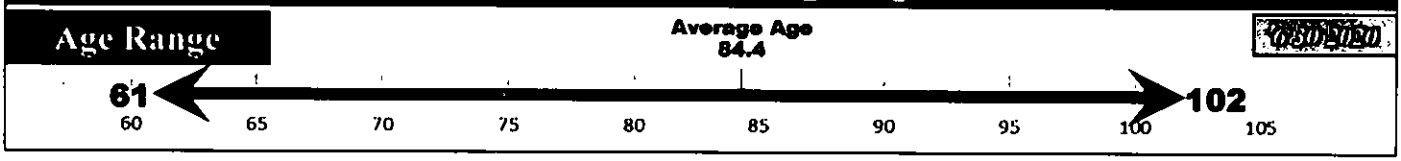
Unclassified	**1**
Classified	**280**
Part-time / Per diem	**61**

Our frontline heroes are vital to fulfilling our mission of providing the "best quality of life for NH Veterans with dignity, honor and respect."

Resident Demographics

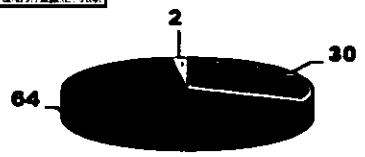
Age Range

6/30/2020



Resident Census Changes

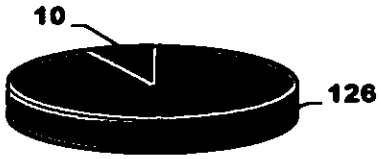
7/1/2019 to 6/30/2020



Admissions Deaths Discharges

Residents by Gender

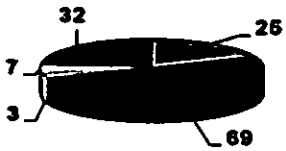
6/30/2020



Male Female

Residents by Branch of Service

6/30/2020

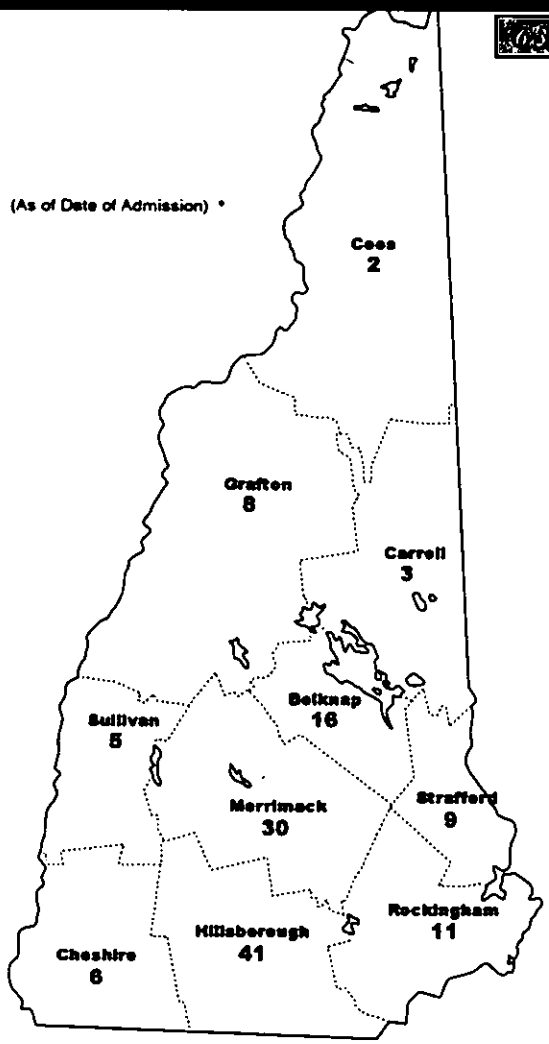


Air Force Army Army National Guard Marines Navy

Residents by County

6/30/2020

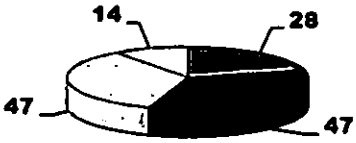
(As of Date of Admission) *



* 5 additional qualified residents listed addresses outside New Hampshire at the time of their admission.

Residents by Conflict

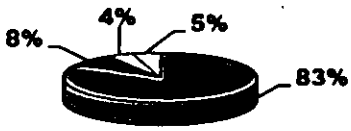
6/30/2020



WWII Korea Vietnam Other

Referral Sources

7/1/2019 to 6/30/2020



Family/Friend VA Nurse/Social worker Other

FY20 Financial Summary of the New Hampshire Veterans Home (July 1, 2019-June 30, 2020)

as of July 17, 2020

Final Mock

Class	Class Description	Appropriation **	Actual Y-T-D Expenditures	YTD %	Anticipated Expenditures	Estimated Total Expenditures	Appropriation less total est. Expenditures	
010	Personal Services - Perm	$ 15,388,635.69	$ 14,640,694.48	95%	$ -	$ 14,640,694.48	$ 747,941.21	
011	Personal Services - Unclassified	$ 120,847.65	$ 119,608.28	99%	$ -	$ 119,608.28	$ 1,239.37	
018	Overtime	$ 1,451,001.00	$ 1,449,209.02	100%	$ -	$ 1,449,209.02	$ 1,791.98	*** Class tranfer/Admin Rule
019	Holiday Pay	$ 391,551.23	$ 366,403.10	94%	$ -	$ 366,403.10	$ 25,148.13	*** Class tranfer/Admin Rule
020	Current Expense	$ 1,223,265.01	$ 900,577.86	74%	$ 37,379.32	$ 937,957.18	$ 285,307.83	
021	Food Institutional	$ 727,452.75	$ 677,418.70	93%	$ 4,498.55	$ 681,917.25	$ 45,535.50	
022	Rents - Leases	$ 29,825.39	$ 26,570.30	89%	$ 2,889.45	$ 29,459.75	$ 365.64	
023	Heat Electricity Water	$ 846,500.00	$ 549,773.74	65%	$ -	$ 549,773.74	$ 296,726.26	
024	Maint other than bldg/grds	$ 35,138.00	$ 30,050.46	86%	$ 2,242.00	$ 32,292.46	$ 2,843.54	
026	Dues	$ 1,500.00	$ 1,475.00	98%	$ -	$ 1,475.00	$ 25.00	
027	Transfer to DOIT	$ 845,749.67	$ 471,286.30	56%	$ 38,807.22	$ 510,093.52	$ 335,656.15	
030	Equipment	$ 235,866.38	$ 75,144.45	32%	$ 148,292.91	$ 223,437.36	$ 12,429.02	
		$ -	$ -	0%	$ -	$ -	$ -	
037	Technology - Hardware	$ -	$ -		$ -	$ -	$ -	
039	Telecommunications	$ 69,750.00	$ 60,328.48	86%	$ 9,421.52	$ 69,750.00	$ -	
040	Indirect Costs	$ 173,530.00	$ 107,122.00	62%	$ -	$ 107,122.00	$ 66,408.00	
041	Audit Fund Set Aside	$ 10,455.00	$ -	0%	$ 10,455.00	$ 10,455.00	$ -	
046	Consultants	$ 327,380.00	$ 272,512.28	83%	$ 37,524.10	$ 310,036.38	$ 17,343.62	
047	Own Forces Bldg & Grounds	$ 152,668.80	$ 109,804.74	72%	$ 27,799.00	$ 137,603.74	$ 15,064.86	
048	Contractual Bldg & Grounds	$ 609,364.15	$ 441,716.57	72%	$ 167,524.06	$ 609,240.63	$ 123.52	
050	Personal Services Temp	$ 1,145,999.00	$ 1,123,494.41	98%	$ -	$ 1,123,494.41	$ 22,504.59	*** Class tranfer/Admin Rule
060	Benefits	$ 10,215,464.00	$ 8,731,192.91	85%	$ -	$ 8,731,192.91	$ 1,484,271.09	
066	Employee Training	$ 70,000.00	$ 4,243.45	6%	$ 65,756.55	$ 70,000.00	$ -	
070	In State Travel	$ 6,550.00	$ 2,967.36	45%	$ -	$ 2,967.36	$ 3,582.64	
080	Out of State travel	$ 4,050.00	$ 1,756.61	43%	$ -	$ 1,756.61	$ 2,293.39	
100	Pharmacy	$ 1,355,400.00	$ 944,307.23	70%	$ 214,411.12	$ 1,158,718.35	$ 196,681.65	
101	Medical Payments to Providers	$ 1,687,525.00	$ 242,394.48	14%	$ 1,445,130.52	$ 1,687,525.00	$ -	
103	Contracts for OP Services	$ 35,000.00	$ 32,500.00	93%	$ 2,500.00	$ 35,000.00	$ -	
211	Catastrophic Casualty Ins	$ 2,850.00	$ 400.50	14%	$ 2,449.50	$ 2,850.00	$ -	
061	Unemployment	$ 20,123.00	$ 20,123.33	100%	$ -	$ 20,123.33	$ (0.33)	*****Warrant to be issued If needed
062	Worker Compensation	$ 395,870.00	$ 372,409.85	94%	$ -	$ 372,409.85	$ 23,460.15	*****Warrant to be issued If needed
	Total	**$ 37,579,309.62**	**$ 31,775,485.89**	85%	**$ 2,217,080.82**	**$ 33,992,566.71**	**$ 3,586,742.91**	

			Estimated Revenue	Actual Y-T-D Revenue	Projected Revenue	Total Revenue Anticipated	Estimated Rev. less Total Anticipated Rev.	
Revenue	Federal	0.30	$ 11,091,986.03	$ 9,355,859.69	$ 876,452.67	$ 10,232,312.36	$ (859,673.67)	
	Other	0.238	$ 8,943,532.00	$ 4,835,720.22	$ 967,144.04	$ 5,802,864.26	$ (3,140,667.74)	
	General Funds	0.47	$ 17,543,791.49	$ 17,583,905.98	$ 373,484.11	$ 17,957,390.09	$ (413,598.60)	****
	Total		**$ 37,579,309.62**	**$ 31,775,485.89**	**$ 2,217,080.82**	**$ 33,992,566.71**	**$ 3,586,742.91**	

** The FY 20 Appropriation column includes prior year balance forwards

*** As explained: CLASS 18/Overtime and CLASS 50/Temp is adjusted as determined necessary thru Administrative Rule 316

***** Unemployment and Workers' Compensation classes are adjusted by the Department of Administrative Services through warrants

FY21 Financial Summary of the New Hampshire Veterans Home (July 1, 2020-June 30, 2021)

as of July 31, 2020

Exhibit C

Class	Class Description			Appropriation **	Actual Y-T-D Expenditures	YTD %	Anticipated Expenditures	Estimated Total Expenditures	Appropriation less total est. Expenditures	
010	Personal Services - Perm			$ 18,055,289.00	$ 2,104,427.24	12%	$ 16,133,942.17	$ 18,238,369.41	$ (183,080.41)	*** Class tranfer/Admin Rule
011	Personal Services - Unclassified			$ 118,707.00	$ 14,133.78	12%	$ 108,358.98	$ 122,492.76	$ (3,785.76)	*** Class tranfer/Admin Rule
018	Overtime			$ 175,999.00	$ 156,535.19	89%	$ 1,200,103.12	$ 1,356,638.31	$ (1,180,639.31)	*** Class tranfer/Admin Rule
019	Holiday Pay			$ 421,001.00	$ 31,774.93	8%	$ 311,088.38	$ 342,863.31	$ 78,137.69	*** Class tranfer/Admin Rule
020	Current Expense			$ 1,112,885.45	$ 59,192.10	5%	$ 727,603.94	$ 786,796.04	$ 326,089.41	
021	Food Institutional			$ 841,498.55	$ 52,934.42	6%	$ 635,213.04	$ 688,147.46	$ 153,351.09	
022	Rents - Leases			$ 32,389.45	$ 2,172.00	7%	$ 2,889.45	$ 5,061.45	$ 27,328.00	
023	Heat Electricity Water			$ 851,500.00	$ 55,369.71	7%	$ 664,436.52	$ 719,806.23	$ 131,693.77	
024	Maint other than bldg/grds			$ 42,242.00	$ 438.00	1%	$ 41,804.00	$ 42,242.00	$ -	
026	Dues			$ 1,500.00	$ 1,000.00	67%	$ -	$ 1,000.00	$ 500.00	
027	Transfer to DOIT			$ 806,771.22	$ 70,809.16	9%	$ 735,962.06	$ 806,771.22	$ -	
030	Equipment			$ 372,292.91	$ -	0%	$ 148,292.91	$ 148,292.91	$ 224,000.00	
				$ -	$ -	0%	$ -	$ -	$ -	
037	Technology - Hardware			$ -	$ -		$ -	$ -	$ -	
039	Telecommunications			$ 69,750.00	$ 6,167.55	9%	$ 63,582.45	$ 69,750.00	$ -	
040	Indirect Costs			$ 178,736.00	$ -	0%	$ 178,736.00	$ 178,736.00	$ -	
041	Audit Fund Set Aside			$ 10,508.00	$ -	0%	$ 10,508.00	$ 10,508.00	$ -	
046	Consultants			$ 852,228.10	$ 31,351.00	4%	$ 725,554.00	$ 756,905.00	$ 95,323.10	
047	Own Forces Bldg & Grounds			$ 179,799.00	$ 6,426.66	4%	$ 173,372.34	$ 179,799.00	$ -	
048	Contractual Bldg & Grounds			$ 610,524.06	$ 16,934.14	3%	$ 593,589.92	$ 610,524.06	$ -	
050	Personal Services Temp			$ 962,000.00	$ 170,695.46	18%	$ 1,308,665.19	$ 1,479,360.65	$ (517,360.65)	*** Class tranfer/Admin Rule
060	Benefits			$ 10,707,911.00	$ 1,042,387.31	10%	$ 11,466,260.41	$ 12,508,647.72	$ (1,800,736.72)	*** Class tranfer/Admin Rule
066	Employee Training			$ 75,000.00	$ 500.00	1%	$ 74,500.00	$ 75,000.00	$ -	
070	In State Travel			$ 6,550.00	$ -	0%	$ -	$ -	$ 6,550.00	
080	Out of State travel			$ 4,050.00	$ -	0%	$ -	$ -	$ 4,050.00	
100	Pharmacy			$ 975,000.00	$ 48,682.19	5%	$ 269,545.00	$ 318,227.19	$ 656,772.81	
101	Medical Payments to Providers			$ 3,132,079.35	$ 21,310.68	1%	$ 3,110,768.67	$ 3,132,079.35	$ -	
103	Contracts for OP Services			$ 35,000.00	$ -	0%	$ 35,000.00	$ 35,000.00	$ -	
211	Catastrophic Casualty Ins			$ 2,881.00	$ -	0%	$ 2,881.00	$ 2,881.00	$ -	
061	Unemployment			$ 18,360.00	$ -	0%	$ -	$ -	$ 18,360.00	**** Warrant to be issued If needed
062	Worker Compensation			$ 397,849.00	$ -	0%	$ -	$ -	$ 397,849.00	**** Warrant to be issued If needed
		Total		$ 41,050,301.09	$ 3,893,241.52	9%	$ 38,722,657.56	$ 42,615,899.08	$ (1,565,597.99)	

			Estimated Revenue	Actual Y-T-D Revenue	Projected Revenue	Total Revenue Anticipated	Estimated Rev. less Total Anticipated Rev.	
Revenue	Federal	0.28	$ 11,373,881.00	$ 613,258.64	$ 6,745,845.04	$ 7,359,103.68	$ (4,014,777.32)	
	Other	0.225	$ 9,249,907.00	$ 364,111.96	$ 4,005,231.56	$ 4,369,343.52	$ (4,880,563.48)	
	General Funds	0.50	$ 20,426,513.09	$ 2,915,870.92	$ 27,971,580.96	$ 30,887,451.88	$ (10,460,938.79)	***
	Total		$ 41,050,301.09	$ 3,893,241.52	$ 38,722,657.56	$ 42,615,899.08	$ (1,565,597.99)	

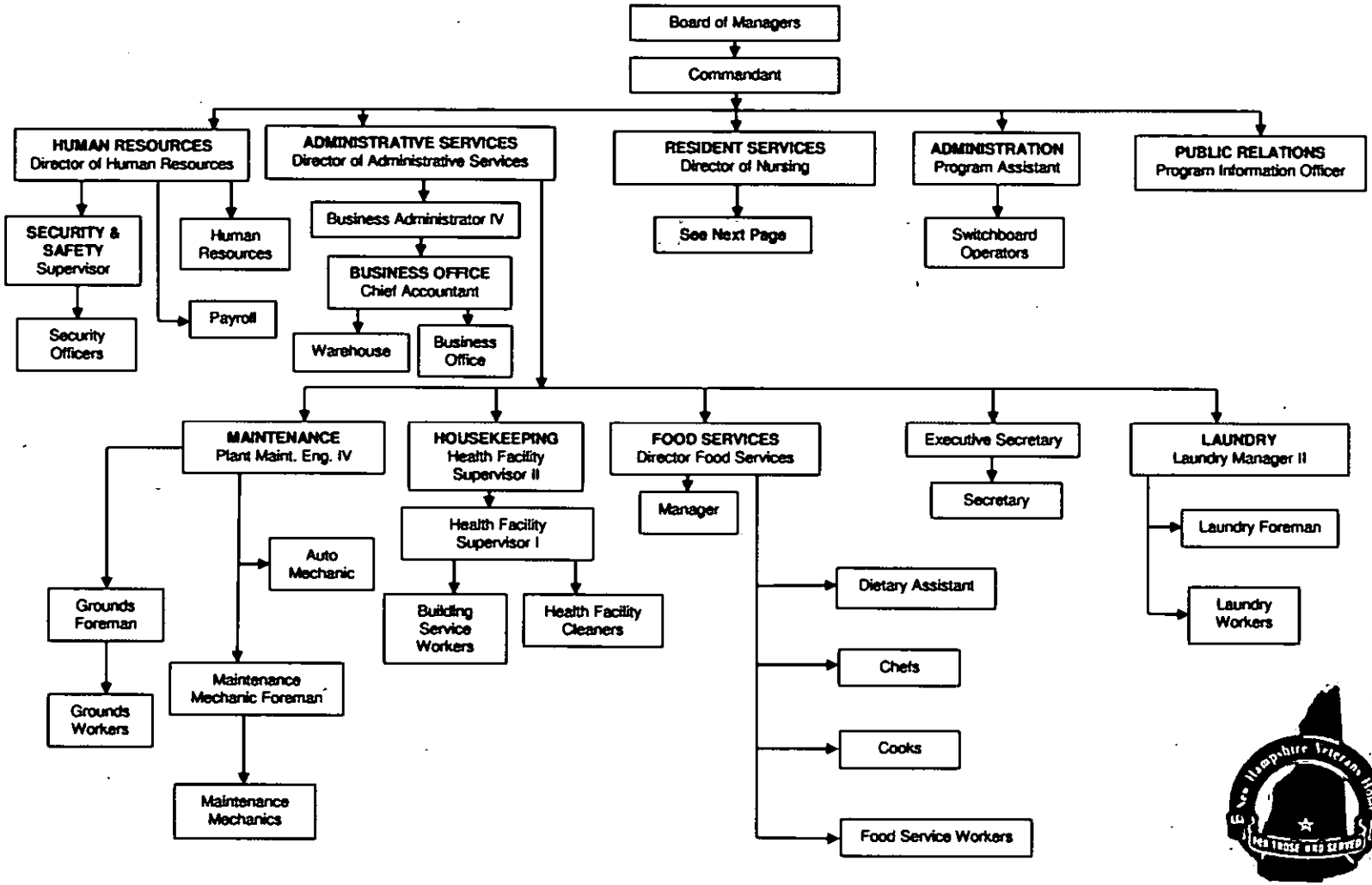
*

** The FY 21 Appropriation column includes prior year balance forwards

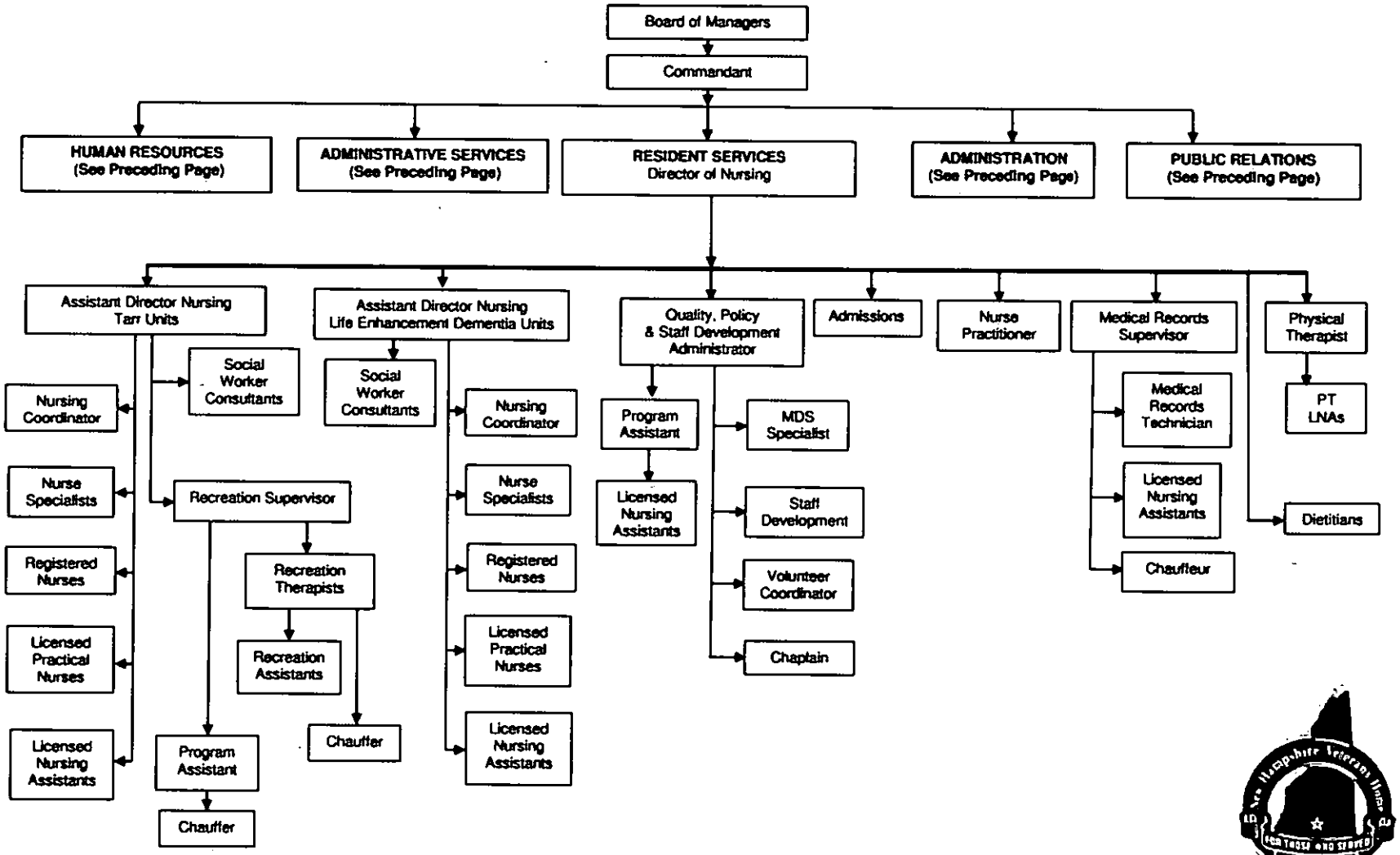
*** As explained: CLASS 18/Overtime and CLASS 50/Temp is adjusted as determined necessary thru Administrative Rule 316

**** Unemployment and Workers' Compensation classes are adjusted by the Department of Administrative Services through warrants

New Hampshire Veterans Home
Organizational Chart



New Hampshire Veterans Home
Clinical Organizational Chart



As of 6/30/2020

Home Improvements

The comfort, security and safety of our resident's home is vital to serving New Hampshire's veterans. In the 2019-2020 fiscal year, a number of capital projects were completed to continue to fulfill our mission. The following investments will benefit our veterans for many decades to come:

Main Entrance security upgrades during renovations (above) and after completion (below).

- ★ Main Entrance security upgrade - included the addition of security glass at the front desk, new reception counter, and completed the floor replacement, including treatment and sealant of the subfloor
- ★ Veterans Administration (VA) Equipment Upgrade Project (see pages 16 & 17)
- ★ Upgraded the backup generator panel wiring
- ★ Upgraded the sight and sound technology in Town Hall
- ★ Purchased a portable countertop convection oven on a rolling stainless steel cart for resident cooking and sensory meals
- ★ Purchased a CapTel (captioned) Phone for residents on the Life Enhancement Dementia Unit
- ★ Replaced the Tarr Dining Room curtains
- ★ Replaced the bill changer (next to resident vending machines)
- ★ Updated the Wanderguard system
- ★ Repaired the Heating, Ventilation, and Air Conditioning (HVAC) in Town Hall

The Power of Music

Duain Cook, Recreation Therapist on the Life Enhancement Dementia Unit (LEDU), led key staff in studying our residents' Music & Memory program benefits. Residents were assessed and these veterans and their families were interviewed to create individual music playlists. The customized song lists were downloaded to mp3 (music) players and played for residents. Impacts were noted and the results were amazing.

We found the benefit of music for some residents to be so compelling that the NH Veterans Home chose to compete in the Power of One – Music & Memory - NH Memories Contest. This organization has not yet chosen an award recipient, however, we rest assured that our veterans are winning, regardless of the contest outcome.

Licensed Nursing Assistants (LNAs) and Recreational Staff on LEDU are key to assisting approximately 25 residents with the ongoing use of Music & Memory.

Resident Benefit Fund

In July, the New Hampshire Veterans Home Resident Benefit Fund received a generous donation of $300,000.00 from the Eva M. Montembeault Revocable Trust. We are very honored and grateful to be a beneficiary of this trust.

Also in July, we were notified that estate of Harry Pulkinen named the NHVH Resident Benefit Fund as a beneficiary in his will. These thoughtful bequests will go far in providing quality programming for New Hampshire's veterans. The funds were added to additional donations of all amounts; all are sincerely appreciated.

Education

Staff Development and Social Workers continue to provide staff education on key long-term care topics.

Staff Development provides annual continuing education credits for Licensed Nursing Assistants (LNAs) to assist with Board of Nursing licensure requirements. Pathway to LNA III classes are available for staff members to further advance their careers with the NH Veterans Home at no cost to the employee.

Additionally, credits are offered on medication-related topics for Medication Nursing Assistants (MNAs). Plans are also in place for MNA advancement classes, providing the opportunity for labor grade advancement after completion of the skills series.

This area also ensures newly-hired nursing team members receive the information they need to serve our residents.

Every NH Veterans Home employee completes annual dementia training to better understand differences and similarities of different types of dementia, stages of the diseases, and how best to communicate with residents afflicted with this disease.

NHVH Social Workers train staff on social interactions and professional boundary setting. This is also key to understanding and recognizing elder abuse.

These offerings advance our staff knowledge and practice by investing in each staff member, providing them with the most current curriculum available and enhancing care of the residents.

When public health restrictions are not in place, the facility also partners with area educational institutions, including LNA Career Pathways, the Huot Technical Center (Laconia), Lakes Region Community College - designated clinical site, Plymouth State University and UNH.

The NH Veterans Home values these relationships to provide opportunities for current and future healthcare providers to experience the specialized care that is provided to our veterans.

Residents' Health

In February, flu season, a respiratory illness prompted us to ask visitors to refrain from visiting. Rather than gather in customary, larger groups, recreation provided individual and small group activities on each unit daily.

The following month, on March 15, 2020, Governor Sununu declared a State of Emergency due to the COVID-19 pandemic. Thorough cleaning practices became even more frequent. During the unprecedented times of the pandemic, we abide by state and national guidance, including restrictions on visitors and gatherings. The NH Veterans Home closed to visitors. Procedures were put into place and followed for the health and safety of our residents and staff.

Our inability to allow visitors created the need for creativity for residents to stay connected with loved ones. Visits over the internet, behind glass or over the phone were valued and well-utilized to stay connected during the pandemic. (See page 18 for photos.)

The NH Veterans Home is fortunate to have the appropriate floorplan to implement isolation areas for residents returning from trips to the hospital or residents experiencing any COVID-19 symptoms. Staff covering these areas were fit-tested for N95 masks and provided the appropriate, CDC-recommended personal protective equipment (PPE).

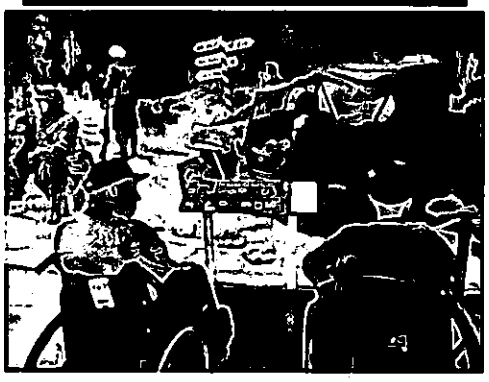
The end of the fiscal year in June brought us 16 weeks into the state's declaration of the pandemic. Regular COVID-19 testing took place for the safety of all in our home. We are thankful that no positive resident tests of COVID-19 were reported. As the pandemic continues into the next State fiscal year, we will not rest on our laurels.

Governor's Support

Commandant LaBrecque remained in close contact with the Governor's office for many facets of the pandemic. In April, this included communications regarding the Governor's Long-Term Care Stabilization Program, providing employees who work directly with residents a stipend added directly to their pay. This additional benefit helped retain staff at our greatest time of need. We appreciate the support of the Governor's Office and the VA who ensured we had needed supplies to combat COVID-19.

Recreation Therapy

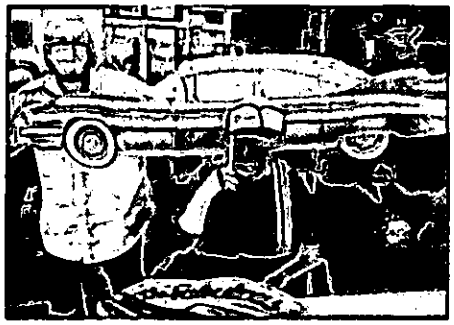
The New Hampshire Veterans Home's Therapeutic Recreation Department offers residents a wide, daily choice of activities and entertainment and an unmatched selection of trips. Our travels this year brought us to Ellacoya State Park, Wright Museum, the Mount Washington cruise ship, Veterans Monuments, Clarks Bears, favorite fishing holes, Brewster Regatta, Fenway Park, local farms, the Highland Games, restaurants, and more.



A quiet moment of refection at the Wright Museum.

During the pandemic, residents were unable to travel; visitors, entertainers and groups were unable to visit. No visits from March through the end of the June also meant that visits from volunteers, service dogs, and our barber and beautician were put on hold. These difficult decisions are always made for the health of our veterans. However, while unable to enjoy our 'normal' recreation, staff rallied to create new, meaningful experiences for residents.

Activities were held in close proximity to residents' rooms in small groups to accommodate social distancing.



Our staff pulled out all the stops to keep veterans' spirits up. Carolee Sliker, Recreation Secretary, created theme days for the fun and entertainment of residents and staff, alike. Beginning in April with Easter Bonnet and Bow Tie Day, these jovial days of celebration developed into weekly occurrences. Not only were those within the home delighted, but family members and friends following our Facebook page also followed the fun. Some themes included Superhero Day, Disney Day, Crazy Hat Day, Decades of the '50s to the '80s, Rock & Roll day, and more.

Typically, the nicer weather brings barbeques, pizza parties and ice cream socials. With grateful recognition to our sponsors, these seasonal celebrations continued during the pandemic, providing highlights to our veterans' days.

Together We Stand

On April 15, 2020, we were visited by Wicked Yankee TV. Their quest to promote heroes serving on the frontline during the pandemic brought them to our Home. We were honored to stand in solidarity with the Tilton-Northfield Fire & EMS and the Tilton Police Department and be presented the *Together We Stand* flag. *(See picture on front cover.)*

Survey

Due to the COVID-19 pandemic, our annual Veterans Administration operations survey did not take place this fiscal year. We will welcome members of the Ascellon team, who survey all state veterans homes across the country, once it is safe to do so.

"Allegiance II"

The American Legion Department of New Hampshire generously donated a bronze eagle to the New Hampshire Veterans Home. It is one of a few ever made. With a wing span of 3 feet and 44 inches high, 20 inches wide, the 100-pounds statue commands a majestic presence.

This gorgeous bronze work was made in 1991 by Dr. Robert Taylor, a San Angelo, Texas, veterinarian by training who has been a full time artist for more than 25 years. It is part of a series of only 95 pieces of art.

Dr. Taylor sculpts all types of wildlife, but specializes in eagles and other birds. His sculptures have graced the White House three times. Collectors include three presidents, two vice-presidents and other prominent collectors. Seven monuments and several corporate award contracts are to his credit. The work was presented to the New Hampshire Veterans Home by the New Hampshire Department of the American Legion on Oct. 10, 2019.

Above left: State Commander Oliver Brooks presents the donation to Resident Council President, Bill Bertholdt, and resident, Elaine Baker. Above: The majestic Allegiance II is on prominent display in the NHVH main entrance display case.

NHVH Resident Council

Representing veterans' interests

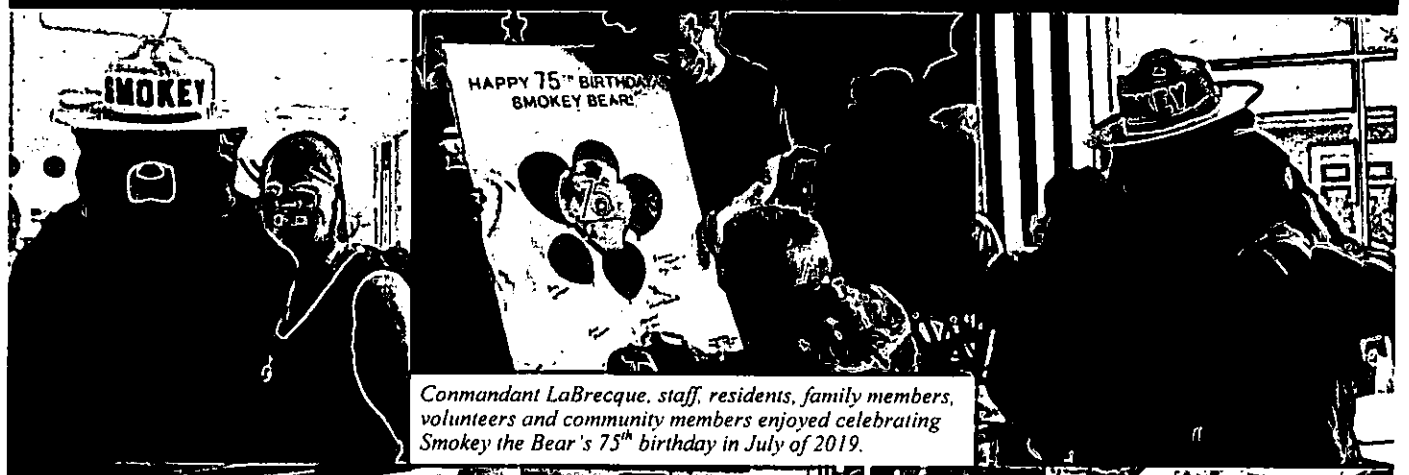
The New Hampshire Veterans Home's Resident Council continues to be instrumental in advocating for meaningful changes that impact the Quality of Life at the Home. Its purpose is to:

- Suggest improvements and help the administration provide better programs, surroundings, and services;
- Give residents a greater participation in affairs within the facility;
- Promote friendship and understanding among residents; and
- Provide and receive necessary information for the benefit of all residents.

When no safety precautions are in place, the Council regularly meets monthly. The officers plan a flexible agenda; residents are invited to express their opinions on any subject. The officers, elected by secret ballot for two-year terms, include President, first Vice President, second Vice President, Chaplain, and Sergeant-at-Arms.

Resident Council Officers work with our Social Work staff to facilitate communications, implement ideas, and follow up on recommendations. Residents also are represented on many decision-making committees, including the Board of Managers, Safety Committee, Leadership Team, Art Committee, and Palliative Care Committee.

The 2019-2020 elected officers are: above, from left - Alfred "Fred" Weissensee, first vice president; James "Jim" Brown, sergeant-at-arms; Don Baldinelli, president; Rita Landry, second vice president; right - Leslie "Les" Greenleaf, chaplain.



Conmandant LaBrecque, staff, residents, family members, volunteers and community members enjoyed celebrating Smokey the Bear's 75th birthday in July of 2019.

DAR honors our Vietnam Veterans.

2019 excursion on the Mt. Washington.

605 Years of Service

Pictured above are a few of the 35 New Hampshire Veterans Home employees whose combined State service totals over 600 years. Front row, left to right: Tammy Beaudet, Jo-Ann Griffin, Lynn Hardy, Dolly Keyser, Sandy McCarthy (retired). Back row, left to right: Grayson Brouillard, Lincoln Adams, Tami Wickens and Brenda Mottram (retired).

Dedicated employees are one of the New Hampshire Veterans Home's greatest assets. In January, resident veterans, board members and staff were honored to gather to recognize 35 employees with 605 years of combined service to the State of New Hampshire.

It's an honor to serve our veterans with so many dedicated team members. In this extremely competitive labor market, the New Hampshire Veterans Home is fortunate to have these individuals as part of our team. They are committed to providing the best quality of life for our state's veterans with dignity, honor and respect.

New Hampshire Veterans Home Commandant, Margaret LaBrecque, presented each with a certificate signed by Governor Christopher Sununu and a pin commemorating their service year.

Employees receiving these honors include:

10 Years: **Catherine Ballou, Tracey Cooper, Carrie Cornell, Megan Cross, Frederick Kelley Jr, Valerie Kenney, Brenda Poehler, Michelle Strong, Melissa Valyou**

15 Years: **Lincoln Adams, Grayson Brouillard, Bonnie Colby, Katharine Dyer, Kathy Edsall, Helene Gassett, Laura Gaudette, Jo-Ann Griffin, Lynn Hardy, Lynn Hilbrunner, Catherine James, Teresa Jordan, Nancy Waugh, Susan Woods**

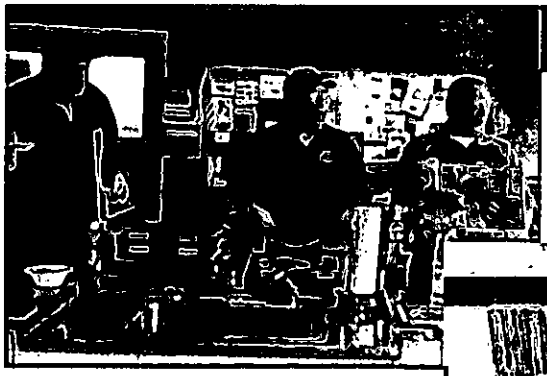
20 Years: **Tammy Beaudet, Mary Beaudin, Cindy Collins, Sandra McCarthy, Jason Trefrey**

25 Years: **Dolores Keyser, Charles Lewis Jr, Susan Pelletier, Tami Wickens**

35 Years: **Francis Gilbert, Brenda Mottram, Theresa Stebbins**

Thank you all for your State service!

Frontline Employees Receive Recognition



Members of the Home's Board of Managers, (left to right) Bob Blais, Ray Goulet, and Paul Lloyd served pizza to celebrate staff.

Above & Beyond

In June, the New Hampshire Veterans Home team of employees was the recipient of The Common Man Roadside's "Do Good" lunch of pizza, dessert and beverages.

Sharon Wildermann, mother of NHVH Assistant Dietary Manager Sarah Wildermann, nominated the NH Veterans Home for the honor. She relayed, "They have been through a lot. They go out of their way to entertain and support all the vets there that can't currently have visitors, and have worked through all of this fearing for their families."

This special delivery to our healthcare provider heroes was a wonderful recognition of our vital services to our veterans during the COVID-19 pandemic. The restaurant honored our "worthy employees who have gone above and beyond with their work during challenging times."

Celebrate Employees Day

On September 26, 2019 the Employee Benefit Committee held another successful Celebrate Employees Day. This committee sponsored pizza for all staff to honor and recognize their contributions to our veterans.

Recognizing HEROs Serving Heroes

When the NHVH Reward and Recognition Committee was formed in 2018, these team members developed a program to recognize and show appreciation for outstanding work. Staff members who go above and beyond to uphold the NHVH's mission "to provide the best quality of life for NH Veterans with dignity, honor and respect" are now recognized with the New Hampshire Veterans Home *HERO Award.*

Employees are nominated by their coworkers to recognize Honorable, Exceptional, Reverent and Optimistic efforts to provide the best quality of life for our residents. HEROs receive a certificate of appreciation as well as a small gift as a token of appreciation.

This popular award program rendered eleven recipients in the first year. Now in its second year, 15 staff members were recognized for their service to those who served our country:

Roumania Adams, RN: Roumania was recognized for her enthusiastic energy, compassion for residents and staff alike, being an outstanding role model, genuine, sincere, thorough, pleasant and motivated. Her nominator wrote, "If I needed one, I would want her to be my nurse."

Cathy Ballou, LMNA: Cathy's accolades included her good attitude, willingness to help out, responsiveness to all residents' requests, gentleness, and her actions through taking initiative.

Nadezdha Cregg, LNA: Nadezdha was noted for having a positive attitude that shines and her focus on individual residents' needs and her approach to caring for their physical and emotional needs.

Launa Deshaies, LNA: Launa provides leadership, guidance, and is a true team player. She pays attention to residents' passions and stops to listen to residents, giving many one-on-one attention.

Pat Dunn, Recreation Assistant: Pat greets each resident, remembers their coffee orders, and is there to assist other staff members. She spends time with residents who prefer not to attend group activities, knowing what makes them smile and enjoy their day.

Terri Gendron, LNA: Described as the Energizer Bunny, Terri just "goes and goes." She is a hard worker who is efficient and anticipates residents' needs. She was also praised for consistently going above and beyond, being friendly and a pleasure to work with.

Cody Griffin, LNA: Cody was recognized for treating veterans like family, going "far beyond what is required to give them his time and compassion." No matter who needs help, and no matter how much he's already done, Cody always believes in team first.

Holly Hollins, Environmental Services: Holly's exemplary practices lead her out of her way to help other departments. She is humble, giving, quiet and gracious.

James Hunt, LNA: James is described as a kind person with a positive attitude. He completes his work and jumps in to assist colleagues in his own and other areas. James does all possible to ensure residents receive the best quality of care.

Patrick Kenney, Security: Patrick was recognized as a positive force in the workplace with a strong work ethic. He doesn't focus on just his own duties; he puts residents and staff first in his collaborative actions.

Nancy Kulacz, Environmental Services: Nancy consistently goes above and beyond with a helpful nature. She does more for residents than is required and was recognized for caring for them like family.

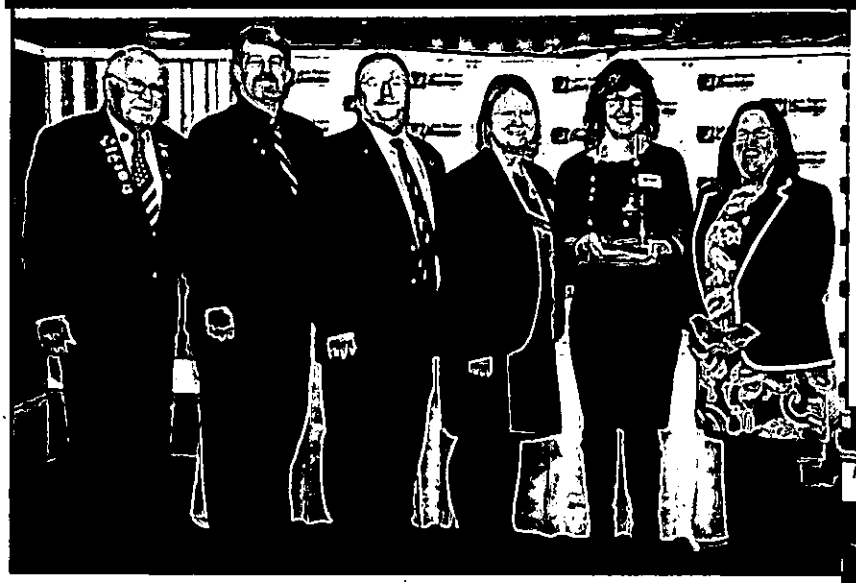
Jeff Lavoie, Facility Services: Jeff was recognized for consistently being pleasant while making the NHVH property inviting to everyone – inside and out. He is eager to assist while being soft-spoken and full of heart.

Justin Mills, Recreation Assistant: Justin was nominated for the passion he shows while uplifting others around him. He puts his interests to great use while going above to lift residents and help them relay their experiences. You will find Justin when you follow the sound of the ukulele he strums.

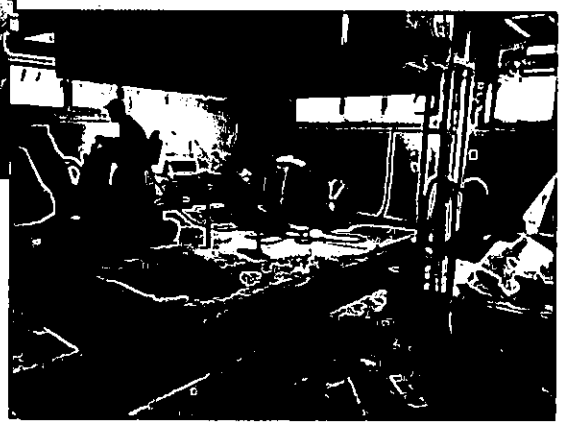
Pat Perry, Environmental Services: Pat goes above and beyond house-keeping. She goes beyond cleaning for residents and help with clothing, room rearrangements, decluttering, and organizing. She is respectful, kind, and is always there for our Veterans.

Samantha Wright, LNA: Samantha's starts every day with a smile and a cheerful, uplifting attitude. Her coworkers recognized her as a "joy to work with".

The presentation of HERO awards did not occur while staff and residents were unable to gather in large groups during the COVID-19 pandemic. Nominations continued to be collected while looking forward to the ability to resume these important recognitions, once gatherings are permitted to properly recognize exceptional team members and their contributions.



Award Received, Staff Recognized



Left to right: NHVH Board of Managers Oliver Brooks, Chris Peirce, and Paul Lloyd, Chairman; Peggy LaBrecque, Commandant; Lynn Hilbrunner, Food Service Director; and Karmen Gifford, Lakes Region Chamber of Commerce President.

In October of 2019, the New Hampshire Veterans Home celebrated the completion of the $1,650,000 kitchen renovation project that began nine months earlier in January. After years of anticipation and six months of planning, our state's veterans and New Hampshire Veterans Home staff now benefit from this major investment made by the (federal) Veterans Administration. The project was all-encompassing and included: an upgraded kitchen, prep room, dish room and nourishment room; new electrical panels; better work lighting; new, energy-efficient equipment and appliances; and replacement of all drainage pipes under the kitchen floor, including the addition of three new grease traps.

The upgrade was required due to the addition of 100 beds in 2004 when the Home's Life Enhancement Dementia Unit was completed. Since that time, Dietary staff have operated to the best of their abilities in a space they had outgrown and with equipment that was not energy efficient, with some pieces over forty years old. The increased dietary operations also contributed to drainage issues in pipes below the concrete floor. Counter work space was at a premium and the increased demands created pressures that resulted in work space adaptations and inefficiencies.

The investment in this 2,500 square foot area of the Home now enables staff to better serve our veteran residents. In addition to a more efficient kitchen, the updated kitchen equipment saves energy

Dietary Team members were all smiles for a celebratory picture after the project's completion. Enormous thanks go to Food Service Director Lynn Hilbrunner (front, far right) and the entire Dietary Department crew for managing challenging conditions during the kitchen reconstruction dogged by delays and setbacks. We are proud to have such a great team. Thanks to: Carolee, Laurie, Brent, Mark, Katie, Jayne, Diane, Katrina, Pat, Todd, Elaine, Ryan, Linda, Mike, Hope, Dee Dee, Tamsen, Keith, Sabastian, Cindy, Tina, Bonnie, Joe, Rosanne, Hailee, Brittany, Jill, Erin, Matt, Dianne V, McKenzie, Jason, Sabrina, Leanne, Tomi and Harley and the others who were unable to make it to the photo.

The two photos above show the extent of the drainage work.

New equipment in use in the completed kitchen.

costs and staff time. Approximately 45 feet of additional counter space and added work tables provide a great benefit in areas that previously had no space to offer. The food preparation area was relocated and doubled in size. The new work area now provides better access to coolers. Two additional work stations were added to the nourishment room and prep area. The better-organized storage space benefits cooks and food service workers alike. Now, workflows and work spaces are employee-focused, more efficient and promote decreased chances of employee injury. And, in a tight labor market, these improvements help us attract employee candidates and retain valued staff members.

During renovations, the temporary construction accommodations included separate, outside work trailers for the kitchen, dish room and coolers. The dietary team of 40 employees worked together to meet our veterans' needs and ensure residents received delicious and nutritious meals prepared safely without interruptions. The same high level of service was provided to approximately 175 residents for all three meals a day. In fact the only times some residents were affected was when paper products had to be used due to unexpected dish room work.

The New Hampshire Veterans Home is thankful that the completion of the project not only provides immediate daily benefits, but it also positions us to accommodate future growth as we care for our Granite State veterans.

On January 30, 2020, three months after completion of the kitchen renovation, we were honored with the Lakes Region Chamber of Commerce Business Inspiration Award. Over 200 attendees were present at the Margate Resort for the "2020 Vision: Together it's Clear!" themed event.

After many months of hard work, it was especially rewarding to celebrate the completion of such a vital project with businesses and community members from throughout the region. The inspiration award recognized the beautiful new kitchen, prep room, dish room, and nourishment room, complete with better work lighting and energy-efficient equipment.

Staff preparing a meal from the new serving station.

This kitchen renovation project not only provides immediate daily benefits to our Veteran residents and staff, but it also positions us to accommodate future growth as we care for those who have served our country. We sincerely thank Lynn Hilbrunner and all of her staff who worked tirelessly during this project. They are to be commended for how they all pulled together to make this major renovation as seamless as possible for our Veterans while serving all of their dietary needs.

Front row, left to right: NHVH Board of Managers Oliver Brooks, Chris Peirce & Paul Lloyd; Peggy LaBrecque, Commandant. Back row: Sarah Stanley, Katie Brown, Sebrena DeSousa, Lynn Hilbrunner, Mike Szymkowski and Carolee Sliker.

HAPPY 100th
DAD!

About the Veterans Home

The New Hampshire Veterans Home was established in Tilton in 1890 as the Soldier's Home for Civil War Veterans. The modern facility is home to men and women who have served their country and fellow New Hampshire Citizens. As the state's only long-term care facility dedicated exclusively to veterans, our mission is to provide the best quality of life for New Hampshire veterans with dignity, honor and respect.

[Front cover] Wicked Yankee TV honored the New Hampshire Veterans Home, Tilton-Northfield Fire & EMS, and the Tilton Police Department as pandemic front-line heroes.

New Hampshire Veterans Home

Margaret D. LaBrecque, Commandant

139 Winter Street
Tilton, NH 03276
Phone: 603-527-4400
Fax: 603-286-4242
www.nh.gov/veterans
www.facebook.com/nhveteranshome

4A mlc

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
STATE MILITARY RESERVATION, 1 MINUTEMAN WAY
CONCORD, NEW HAMPSHIRE 03301-5607

David J. Mikolaities, Major General
The Adjutant General

Phone: 603-225-1200
Fax: 603-225-1257
TDD Access: 1-800-735-2964

September 8, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Dear Governor and Councilors:

REQUESTED ACTION

For consideration to be placed on the consent calendar. Be it resolved to recommend that the following officer be confirmed to the rank of Lieutenant Colonel, New Hampshire Army National Guard:

Major Jillian M. Murray-Duchesne
[redacted]

NHARNG Medical Detachment
1 Minuteman Way
Concord, NH 03301

EXPLANATION

The Honorable Council nominated the above-named officer for appointment to the rank of Lieutenant Colonel, New Hampshire Army National Guard on Wednesday, 23 September 2020.

Respectfully submitted,

David J. Mikolaities
Major General, NH National Guard
The Adjutant General

mlc
4B

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
STATE MILITARY RESERVATION, 1 MINUTEMAN WAY
CONCORD, NEW HAMPSHIRE 03301-5607

David J. Mikolaities, Major General
The Adjutant General

Phone: 603-225-1200
Fax: 603-225-1257
TDD Access: 1-800-735-2964

September 8, 2020

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, New Hampshire 03301

Dear Governor and Councilors,

REQUESTED ACTION

For consideration to be placed on the consent calendar. Be it resolved that the following officer be confirmed for promotion to the rank of Lieutenant Colonel, New Hampshire Air National Guard:

Major Brandon S. Lyon [redacted] Director of Operations, Air Traffic Control

EXPLANATION

The above-named officer was nominated for promotion to the rank of Lieutenant Colonel, New Hampshire Air National Guard, by the Honorable Council on Wednesday, September 23, 2020.

Respectfully submitted,

David J. Mikolaities
Major General, NH National Guard
The Adjutant General

4C mu

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
STATE MILITARY RESERVATION, 1 MINUTEMAN WAY
CONCORD, NEW HAMPSHIRE 03301-5607

David J. Mikolaities, Major General
The Adjutant General

Phone: 603-225-1200
Fax: 603-225-1257
TDD Access: 1-800-735-2964

September 3, 2020

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, New Hampshire 03301

Dear Governor and Councilors,

REQUESTED ACTION

For consideration to be placed on the consent calendar. Be it resolved that the following officer be confirmed for promotion to the rank of Lieutenant Colonel, New Hampshire Air National Guard:

Major Michael J. Blough [redacted] Chief, Wing Plans

EXPLANATION

The above-named officer was nominated for promotion to the rank of Lieutenant Colonel, New Hampshire Air National Guard, by the Honorable Council on Wednesday, September 23, 2020.

Respectfully submitted,

David J. Mikolaities
Major General, NH National Guard
The Adjutant General

4D mc

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
STATE MILITARY RESERVATION, 1 MINUTEMAN WAY
CONCORD, NEW HAMPSHIRE 03301-5607

David J. Mikolaities, Major General
The Adjutant General

Phone: 603-225-1200
Fax: 603-225-1257
TDD Access: 1-800-735-2964

September 8, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Dear Governor and Councilors:

REQUESTED ACTION

For consideration to be placed on the consent calendar. Be it resolved to recommend that the following officer be confirmed to the rank of Colonel, New Hampshire Army National Guard:

Lieutenant Colonel Marie-Claude Bettencourt
[redacted]

NHARNG Medical Detachment
1 Minuteman Way
Concord, NH 03301-5607

EXPLANATION

The Honorable Council nominated the above-named officer for appointment to the rank of Colonel, New Hampshire Army National Guard on Wednesday, September 23, 2020.

Respectfully submitted,

David J. Mikolaities
Major General, NH National Guard
The Adjutant General

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MLV

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
STATE MILITARY RESERVATION, 1 MINUTEMAN WAY
CONCORD, NEW HAMPSHIRE 03301-5607

David J. Mikolaities, Major General
The Adjutant General

Phone: 603-225-1200
Fax: 603-225-1257
TDD Access: 1-800-735-2964

August 28, 2020

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, New Hampshire 03301

Dear Governor and Councilors,

REQUESTED ACTION

For consideration to be placed on the consent calendar. Be it resolved that the following officer be confirmed for promotion to the rank of Lieutenant Colonel, New Hampshire Air National Guard:

Major Daniel Kim [redacted] Physician

EXPLANATION

The above-named officer was nominated for promotion to the rank of Lieutenant Colonel, New Hampshire Air National Guard, by the Honorable Council on Wednesday, September 23, 2020.

Respectfully submitted,

David J. Mikolaities
Major General, NH National Guard
The Adjutant General

4F ML

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
STATE MILITARY RESERVATION, 1 MINUTEMAN WAY
CONCORD, NEW HAMPSHIRE 03301-5607

David J. Mikolaities, Major General
The Adjutant General

Phone: 603-225-1200
Fax: 603-225-1257
TDD Access: 1-800-735-2964

September 15, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Dear Governor and Councilors:

REQUESTED ACTION

For consideration to be placed on the consent calendar. Be it resolved to recommend that the following officer, be nominated for appointment to the rank of Lieutenant Colonel, New Hampshire Army National Guard. This officer meets all prerequisites for this grade, having found to be physically, mentally, and professionally qualified.

Wayne F. Boutwell
[redacted]

54th Troop Command
722 Riverwood Drive
Pembroke, NH 03275-3700

Resume of military service pertaining to Major Wayne F. Boutwell:

[redacted]

David J. Mikolaities
Major General, NH National Guard
The Adjutant General

4G mu

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
STATE MILITARY RESERVATION, 1 MINUTEMAN WAY
CONCORD, NEW HAMPSHIRE 03301-5607

David J. Mikolaities, Major General
The Adjutant General

Phone: 603-225-1200
Fax: 603-225-1257
TDD Access: 1-800-735-2964

September 15, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Dear Governor and Councilors:

REQUESTED ACTION

For consideration to be placed on the consent calendar. Be it resolved to recommend that the following officer, be nominated for appointment to the rank of Lieutenant Colonel, New Hampshire Army National Guard. This officer meets all prerequisites for this grade, having found to be physically, mentally, and professionally qualified.

Jason C. Richards
[redacted]

Joint Force Headquarters
1 Minuteman Way
Concord, NH 03301-5607

Resume of military service pertaining to Major Jason Richards:

[redacted]

David J. Mikolaities
Major General, NH National Guard
The Adjutant General

4H mlc

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
STATE MILITARY RESERVATION, 1 MINUTEMAN WAY
CONCORD, NEW HAMPSHIRE 03301-5807

David J. Mikolaities, Major General
The Adjutant General

Phone: 603-225-1200
Fax: 603-225-1257
TDD Access: 1-800-735-2964

September 23, 2020

His Excellency, Christopher T. Sununu
and The Honorable Council
State House
Concord, New Hampshire 03301

Dear Governor and Councilors,

REQUESTED ACTION

For consideration to be placed on the consent calendar. Be it resolved to recommend that the following officer, currently a member of the United States Air Force, be nominated for appointment to the rank of Major, New Hampshire Air National Guard. This officer meets all prerequisites for this grade, having been found to be physically, mentally, and professionally qualified.

Major John R. Cuellar [redacted] Mobility Pilot

EXPLANATION

Resume of military service pertaining to the nomination for appointment of Major John Cuellar.

[redacted]

DATE OF BIRTH: [redacted]
PLACE OF BIRTH:
CIVILIAN OCCUPATION:

DAVID J. MIKOLAITIES
Major General, NH National Guard
The Adjutant General

4I mc

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
STATE MILITARY RESERVATION, 1 MINUTEMAN WAY
CONCORD, NEW HAMPSHIRE 03301-5607

David J. Mikolaities, Major General
The Adjutant General

Phone: 603-225-1200
Fax: 603-225-1257
TDD Access: 1-800-735-2964

September 15, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Dear Governor and Councilors:

REQUESTED ACTION

For consideration to be placed on the consent calendar. Be it resolved to recommend that the following officer, be nominated for appointment to the rank of Major, New Hampshire Army National Guard. This officer meets all prerequisites for this grade, having found to be physically, mentally, and professionally qualified.

Timothy J. Manley
[redacted]

Joint Force Headquarters
1 Minuteman Way
Concord, NH 03301-5607

Resume of military service pertaining to Captain Timothy J. Manley:

[redacted]

David J. Mikolaities
Major General, NH National Guard
The Adjutant General

4J Gom

ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

September 15, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

That approval be and hereby is given to the Attorney General to appoint Nathan W. Kenison-Marvin to Position #9U607 (Appropriation #02-20-20-201010-26200000-013-500132) as an Attorney at a salary level of $64,000, effective upon Governor and Executive Council approval or October 9, 2020, whichever is later.

EXPLANATION

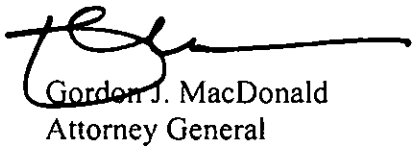
Mr. Kenison-Marvin is a Center Tuftonboro resident and a member of the New Hampshire Bar. He graduated from Lafayette College in Easton, Pennsylvania in 2011. While a student at Lafayette he was Captain of the Varsity Rowing team and a GED Instructor at Northampton County Prison. He earned his Juris Doctor in 2018 from the University of New Hampshire School of Law where he was a Daniel Webster Scholar and a Constitutional Law Teaching Assistant. His legal studies included participation in both the Consumer and Commercial Law and Criminal Law Clinics and a Legal Residency with Chief Justice Robert Lynn at the New Hampshire Supreme Court. In 2016, he was a summer intern in the New Hampshire Department of Justice Civil Bureau. Between June 2018 and August 2020, Mr. Kenison-Marvin served as a New Hampshire Superior Court Law Clerk in Rockingham, Strafford, and Carroll Counties. Chief Justice Tina Nadeau selected him to serve on the Superior Court's COVID-19 Return to Operations Committee in April 2020. In light of Mr. Kenison-Marvin's experience, I am requesting he be appointed as an Attorney at a salary of $64,000. He will be assigned to the Civil Bureau as a litigator. A copy of his resume his attached.

RSA 94:1-a(I)(c)(3) provides that designation of positions, salary levels, and salary increases for attorneys at the Department of Justice shall be determined by the Attorney General,

subject to approval of the Governor and Council, within appropriations made to the Department of Justice.

I am very pleased to offer Mr. Kenison-Marvin's appointment as an Attorney at the above-referenced salary for your approval and respectfully urge your favorable consideration. Thank you.

Respectfully submitted,



Gordon J. MacDonald
Attorney General

#2861819

NATHAN W. KENISON-MARVIN

EDUCATION

University of New Hampshire School of Law
J.D. (2018)
GPA: 3.87
Daniel Webster Scholar
Constitutional Law Teaching Assistant

Lafayette College
B.A. in Geology and Government & Law (2011)
GPA: 3.99
Northampton County Prison GED Instructor
Varsity Rowing Captain

PROFESSIONAL EXPERIENCE (NH Bar Admission in May 2018)

New Hampshire Superior Court June 2018 – Present
Law Clerk (Rockingham, Strafford, and Carroll Counties)

- Assist judges in ruling on contested motions in criminal and civil cases. Scrutinize voluminous evidentiary records and pleadings. Routinely use Lexis and Westlaw to conduct legal research.
- Drafted approximately 200 written orders applying various standards of review.
- Participated in approximately twenty-five suppression hearings, five bench trials, and numerous hearings on motions for summary judgment, motions *in limine*, discovery motions, petitions for injunctive relief, motions for new trial, and administrative appeals.
- Researched legislative history at the state archives in Concord.

New Hampshire Superior Court April 2020 – Present
Return to Operations Committee

- Chosen by Chief Justice Nadeau to serve on the COVID-19 Return to Operations Committee.
- Advise the Committee on the legal implications of protective measures under consideration for the resumption of jury trials and grand jury proceedings.
- Drafted legislation passed by the General Court on June 30, 2020 that will authorize the Superior Court's chief justice to convene a multicounty grand jury (HB 1249 ¶¶ 9–10).

Criminal Practice Clinic (UNH Law) Winter/Spring 2018
Rule 36 Student-Attorney (supervised by Attorney Behzad Mirhashem)

- Interviewed and advised clients charged with misdemeanor level crimes in Circuit Court. Requested and reviewed discovery. Negotiated plea agreements. Represented clients at hearings.
- Worked with Attorney Mirhashem to investigate, research, and draft a motion for new trial in federal district court.

New Hampshire Supreme Court Fall 2017
Legal Residency with Chief Justice Robert J. Lynn

- Drafted two non-precedential final orders. Reviewed appellate records. Provided research assistance on several full opinions.

Rockingham County Superior Court Summer 2017
Law Clerk Intern

- Drafted orders and attended hearings.

Consumer & Commercial Law Clinic (UNH Law) Fall 2016
Rule 36 Student-Attorney (supervised by Attorney Peter Wright)
- Interviewed and advised clients. Drafted pleadings. Sat first chair for trial in Circuit Court.

New Hampshire Department of Justice Summer 2016
Civil Bureau Summer Intern
- Shadowed civil attorneys during client meetings, depositions, and mediations. Drafted research memoranda, advisory memoranda for clients, pleadings, and an appellate brief.

Carroll County Department of Corrections August 2013 – August 2014
GED Education Coordinator
- Partnered with the Department's superintendent to re-establish a successful GED program for detainees. Led GED instruction and coordinated testing.

PERSONAL ACHIEVEMENTS

Successfully Litigated for Zoning Relief (2019-2020). Persisted through two zoning board denials and a Superior Court appeal to obtain a variance for a 1,400 sq. ft. detached accessory dwelling unit in Kensington, NH.

Mt. Washington Auto Road Bicycle Race (2018). Spent just over 58 minutes cranking up Mt. Washington at 7.8 MPH to record the second fastest time by a New Hampshirite since the 1980s.

Appalachian Trail Thru-Hike (2012). Survived a 2,184.2-mile thru-hike from Georgia to Maine.

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ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

September 15, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

That approval be and hereby is given to the Attorney General to appoint Meghan C. Hagaman as an Assistant Attorney General to Position #9U361 (Appropriation #02-20-20-200510-2904-013-500132) at a salary level of $68,000, effective upon Governor and Executive Council approval or October 9, 2020, whichever is later. Ms. Hagaman will be occupying a position with a term that ends October 5, 2025.

EXPLANATION

Ms. Hagaman is a Portsmouth resident and a member of the New Hampshire Bar. She received her undergraduate degree in Marketing and Political Science, *cum laude*, from Butler University in Indianapolis, Indiana in May 2010. She earned her Juris Doctor from the University of New Hampshire School of Law in May 2013. Between 2013 and 2019, Ms. Hagaman prosecuted cases as an Assistant County Attorney in the Rockingham, Carroll, Strafford, and Merrimack County Attorneys' offices. She joined the New Hampshire Department of Justice in August 2019 where she has been assigned to the Criminal Justice Bureau prosecuting drug cases. I am requesting that she receive a $3,000 salary increase from $65,000 to $68,000. I plan to continue her current assignment. A copy of her resume is attached.

RSA 94:1-a(I)(c)(3) provides that designation of positions, salary levels, and salary increases for attorneys at the Department of Justice shall be determined by the Attorney General, subject to approval of the Governor and Council, within appropriations made to the Department of Justice.

I am very pleased to offer Ms. Hagaman's appointment as an Assistant Attorney General at the above-referenced salary for your approval and respectfully urge your favorable consideration. Thank you.

Respectfully submitted,

Gordon J. MacDonald
Attorney General

#2844560

MEGHAN C. HAGAMAN

WORK EXPERIENCE

New Hampshire Attorney General's Office, Concord, NH
Attorney, August 2019 – Present

- Serve in the Criminal Justice Bureau and assigned to the Homicide and Drug Units to prosecute murders and serious drug offenses, such as sale of controlled drugs and overdose death-resulting cases
- Advocate in written pleadings and through various court proceedings across the state, including evidentiary bail hearings and forfeiture actions
- Represent the State in criminal appeals in the New Hampshire Supreme Court

Merrimack County Attorney's Office, Concord, NH
Assistant County Attorney, August 2016 – August 2019

- Lead counsel or second chair for more than a dozen jury trials involving attempted murder, criminal threatening, domestic violence, assault, possession of a controlled drug, and other crimes
- Represented the State in Superior Court for pre-trial, evidentiary, and post-conviction proceedings
- Worked with a robust caseload involving felony and misdemeanor crimes from initial investigations and charging decisions through plea negotiations and sentencing arguments

Strafford County Attorney's Office, Dover, NH
Assistant County Attorney, June 2015 – July 2016

- Performed approximately ten jury trials concerning possession with intent to sell, arson, second degree assault, aggravated felonious sexual assault, and other crimes
- Argued on behalf of the State in Superior Court, including bail, suppression, and sentencing hearings
- Managed a substantial caseload of felonies and misdemeanors in a fast-paced working environment

Carroll County Attorney's Office, Ossipee, NH
Assistant County Attorney, August 2014 – May 2015

- Handled responsibilities related to assigned felony and misdemeanor cases
- Represented the State in court hearings and jury trials in Superior Court
- Drafted charging documents, presented to grand juries, and conferred with police departments

Rockingham County Attorney's Office, Brentwood, NH
Assistant County Attorney (Supreme Court Rule 36), September – November 2013

- Second chair on a simple assault jury trial in Superior Court
- Assigned approximately twelve felony cases to review, evaluate, and manage
- Prepared charging documents, motions, objections, and legal research

Merrimack County Attorney's Office, Concord, NH
Student Attorney (Supreme Court Rule 36), August 2012 – April 2013

- Lead counsel or second chair on four jury trials in Superior Court
- Conducted or participated in about ten witness preparation meetings
- Researched, drafted, and filed legal motions and objections

EDUCATION

University of New Hampshire School of Law, Concord, NH
Juris Doctor, May 2013

- Participated in the Texas Young Lawyer's Association National Trial Competition (2013)

Butler University, Indianapolis, IN
Bachelor of Science, Marketing (major) & Political Science (minor), May 2010

- Graduated Cum Laude; Dean's List; Awarded Butler's Top 100 (2008-2009)

BAR ADMISSION

New Hampshire Bar, admitted May 2014

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ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

September 15, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

That approval be and hereby is given to the Attorney General to reappoint Scott D. Chase to Position #9U035 (Appropriation #02-02-20-200510-2610-013-500132) as an Assistant Attorney General at a salary level of $71,000.00, effective upon Governor and Executive Council approval or September 30, 2020, whichever is the latter. Mr. Chase will be occupying a position with a term that ends on September 30, 2025.

EXPLANATION

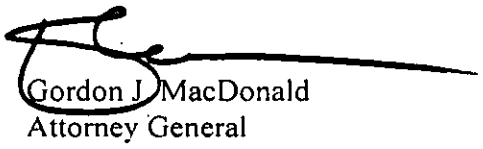
Mr. Chase is a Derry resident. He earned an associate degree from New Hampshire Community Technical College in 2008 and a bachelor's degree, *summa cum laude,* from Southern New Hampshire University in 2014. Between 2004 and 2010, he served in the New Hampshire Army National Guard during which he deployed to Ramadi, Iraq. From 2008 through 2014, he was a patrol officer with the Littleton Police Department. Mr. Chase was a Daniel Webster Scholar at the University of New Hampshire School of Law, where earned his Juris Doctor in 2017. He joined the Department of Justice immediately following law school and was appointed as an Assistant Attorney General in April 2018. I intend to continue his current assignment in the Criminal Bureau. His salary is currently $71,000 and will remain the same. This reappointment will give Mr. Chase a five-year term. A copy of his resume is attached.

2001 Laws of NH Chapter 258, amended RSA 94:1-a(I)(c)(3) to provide that designation of positions, salary levels, and salary increases for attorneys at the Department of Justice shall be determined by the Attorney General, subject to approval of the Governor and Council, within appropriations made to the Department of Justice.

Telephone 603-271-3658 • FAX 603-271-2110 • TDD Access: Relay NH 1-800-735-2964

I am very pleased to offer Mr. Chase for appointment as an Assistant Attorney General and respectfully urge your favorable consideration. Thank you.

Respectfully submitted,



Gordon J. MacDonald
Attorney General

#2860150

Scott D. Chase

EDUCATION

University of New Hampshire School of Law GPA 3.55 2014 – 2017

Juris Doctorate – Daniel Webster Scholar

Institutional Honors: Cum Laude

- Moot Court Advisory Board & Coach, 2016-17
- Moot Court Criminal Procedure–Competitor, 2015-16
- Constitutional Law Teacher's Assistant, 2016
- Tort Law Teacher's Assistant, 2015
- Federal Bar Association, President, 2015-16
- Veterans Law Society, Treasurer, 2015

Southern New Hampshire University GPA 4.0 2012 – 2014

Bachelor of Arts, Psychology

Institutional Honors: Summa Cum Laude, President's List

National Honors: Psi Chi; Alpha Chi; Alpha Sigma Lambda

New Hampshire Police Standards and Training Council 2009

148th Full Time Police Academy Graduate

New Hampshire Community Technical College GPA: 3.4 2005 – 2008

Associate in Science, Fire Science, Graduated with Honors

EXPERIENCE

New Hampshire Attorney General's Office – Concord, NH

Criminal Justice Bureau Prosecutor November 2017 – Present Day

Investigate and prosecute homicides, public integrity violations, drug death crimes, and other major crimes as assigned by the Attorney General. Provide training and assistance to law enforcement and prosecutors. Review, brief, and argue criminal appeals at the New Hampshire Supreme Court.

Traffic Safety Resource Prosecutor May 2017 – November 2017

Provided training, education and technical support to prosecutors and law enforcement agencies throughout the State involving vehicular crimes, with a focus on impaired driving, and vehicular homicide. Review, brief, and argue vehicular crime related issues to the New Hampshire Supreme Court.

Merrimack County Attorney's Office – Concord, NH Summer 2015, Fall 2016

Student Intern

Reviewed felony referrals, drafted indictments, drafted objections to suppression and evidentiary motions. Gave opening statements, closing arguments, and examined witnesses in jury trials.

Wadleigh, Starr, & Peters PLLC – Manchester, NH Summer 2016

Summer Associate Intern

Conducted legal research and drafted memorandum, expert witness disclosures, dispositive and evidentiary motions. Conducted client interviews and assisted in representing clients.

Scott D. Chase

Littleton Police Department – Littleton, NH 2008 – 2014

Patrol Officer

Investigated criminal and motor vehicle offenses; interviewed witnesses and suspects; and assisted victims. Drafted and executed complex search and arrest warrants.

Professional Development

- Firearms Instructor 10/13
- Fraud Investigations 04/13
- Intoxilyzer 5000 Operator 11/12
- DWI Detection and SFST Instructor 03/11
- Drugged Driver Instructor 03/11
- Homeland Security: Human Trafficking Seminar 02/11
- St. Anslem's College: Arson Seminar 05/10
- Interview and Interrogation 01/10
- Advanced Roadside Impaired Driving Enforcement 11/09

Awards and Commendations

- Citations 03/14 & 06/14
- Life Saving Award 02/12
- Letters of Commendation 02/12
- Littleton Police Officer of the Year 2010

New Hampshire Army National Guard – Plymouth, NH 2004 – 2010

Specialist E-4; team leader; 237th Military Police Company

Served as a military police officer and team leader. While deployed, participated in combat patrols as a vehicle driver and gunner. Also served as a crewman on a Paladin 155mm Howitzer.

- Deployed to Ramadi, Iraq, 2005 – 2006
- United States Army Military Police School, 2008
- Received several awards and commendations

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ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

September 15, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

That approval be and hereby is given to the Attorney General to appoint Stephanie J. Johnson as an Assistant Attorney General to Position #9U583 (Appropriation #02-20-20-200510-2615-013-500132) at a salary level of $77,000, effective upon Governor and Executive Council approval, for a term ending August 15, 2023.

EXPLANATION

Ms. Johnson is a Lee resident and member of the New Hampshire Bar. She earned her undergraduate degree, *cum laude,* from the University of Connecticut in 2003, and her Juris Doctor from the William Mitchell College of Law, in St. Paul, Minnesota, in 2006. While studying law she was certified to practice as a student attorney in the Washington County Attorney's Office, Juvenile Division. Between 2007 and 2019, Ms. Johnson prosecuted criminal cases as an Assistant County Attorney in both the Rockingham and Hillsborough County Attorneys' Offices. She joined the New Hampshire Department of Justice in August 2019 and works in the Medicaid Fraud Control Unit. Her salary will increase by $3,000, from $74,000 to $77,000. I plan to continue her current assignment. A copy of her resume is attached.

RSA 94:1-a(I)(c)(3) provides that designation of positions, salary levels, and salary increases for attorneys at the Department of Justice shall be determined by the Attorney General, subject to approval of the Governor and Council, within appropriations made to the Department of Justice.

I am very pleased to offer Ms. Johnson's appointment as an Assistant Attorney General at the above-referenced salary for your approval and respectfully urge your favorable consideration. Thank you.

Respectfully submitted,

Gordon J. MacDonald
Attorney General

#2844566

STEPHANIE J. JOHNSON, ESQ.

WORK EXPERIENCE

Department of Justice – Office of the Attorney General, Concord, NH **August 2019 – Present**
Medicaid Fraud Control Unit

Attorney

Investigate and prosecute Medicaid Fraud and Patient Abuse cases throughout the State of New Hampshire.

- Review fraud referrals from the Department of Health and Human Services' Program Integrity Unit to determine whether further investigation is needed.
- Review patient abuse referrals from the Bureau of Elderly and Adult Services to determine whether further investigation is needed.
- Assist the Unit's investigators with developing investigative strategies, draft and review search warrant affidavits, subpoenas, and other investigative legal process.
- Represent the Unit in District and Superior Court proceedings from grand jury through post-conviction matters, including evidentiary hearings, plea and sentencing hearings, jury trials, and post-trial hearings.
- Attend quarterly case review meetings with the Department of Health and Human Services' Program Integrity Unit and the State's three Managed Care Organizations.

Rockingham County Attorney's Office, Brentwood, NH **October 2015 – Present**

Assistant County Attorney III

Advocated on behalf of the State of New Hampshire in all phases of the criminal justice system.

- Supervised four attorneys and three legal assistants and served as point of contact for thirteen police departments.
- Represented the State of New Hampshire in Rockingham County Superior Court from grand jury through post-conviction matters, including evidentiary hearings, plea and sentencing hearings, and jury trials.
- Reviewed files referred to the Office for indictment, drafted indictments, and presented cases to the Grand Jury.
- Researched and drafted pleadings in various areas of criminal law and argued on behalf of the State at motions hearings.
- Prepared victims and witnesses to testify during depositions, evidentiary hearings, and jury trials. Explained court rulings and verdicts to victims and assisted them in delivering victim impact statements at sentencing hearings.
- Provided advice, assistance, and training to area police departments as necessary.
- Received 2017 Champion for Children Award from the Rockingham County Child Advocacy Center.

Hillsborough County Attorney's Office, Manchester, NH **June 2014 – October 2015**

Assistant County Attorney

Advocated on behalf of the State of New Hampshire in all phases of the criminal justice system.

- Represented the State of New Hampshire in Hillsborough County Superior Court - North from grand jury through post-conviction matters including evidentiary hearings, plea and sentencing hearings, and jury trials.
- Represented the Office at Urban Violence Working Group Meetings.
- Prepared victims and witnesses to testify during depositions, evidentiary hearings, and jury trials.
- Reviewed files referred to the Office for indictment, drafted indictments, and presented cases to Grand Jury.
- Provided advice and assistance to area police departments as necessary.

Rockingham County Attorney's Office, Brentwood, NH **October 2007 – June 2014**

Assistant County Attorney **June 2010 - June 2014**

Advocated on behalf of the State of New Hampshire in all phases of the criminal justice system.

- Promoted to Assistant County Attorney II August 2013.
- Represented the State of New Hampshire in the Rockingham County Adult Drug Court and New Hope probation programs as well as other criminal matters pending before the Rockingham Superior Court, including evidentiary hearings and jury trials.
- Prepare victims and witnesses to testify during depositions, evidentiary hearings, and jury trials.
- Reviewed files referred to the Office for presentation to the grand jury, and researched and drafted pleadings in various areas of criminal law.
- Provided advice and assistance to area police departments as necessary.

Assistant County Attorney - Exeter/Fremont Prosecutor **October 2007 - June 2010**

Advocated on behalf of the Exeter and Fremont Police Departments in the Exeter District Court.

- Represented the Town of Exeter and the Town of Fremont in criminal matters pending before the Exeter District Court, including evidentiary hearings and bench trials.
- Provided legal advice and training for law enforcement officers, particularly on changes in legislation and case law.
- Reviewed complaints, search warrants, and search warrant affidavits.

McGraw Law Firm, P.A., Oakdale, MN **January 2007 - July 2007**

Contract Attorney

Worked directly with solo practitioner on a variety of legal matters in the areas of criminal law, family law, and personal injury.

- Represented clients in district courts at initial appearances on a variety of criminal matters, ranging from felonies to traffic violations and DWI.
- Drafted motions, supporting memoranda, proposed orders, and accompanying affidavits on behalf of family law clients.

Washington County Attorney's Office, Stillwater, MN **March 2005 - May 2006**

Certified Student Attorney, Juvenile Division

Worked directly with Juvenile prosecutors on delinquency and child protection matters.

- Drafted three termination of parental rights and four juvenile delinquency appellate briefs dealing with such issues as relationship between methamphetamine use and custody, fifth degree criminal sexual conduct, possession of weapons on school grounds, and the constitutionality of obtaining pre-conviction DNA samples.
- Represented the State of Minnesota in juvenile court for petty to felony offenses three to four times per week in the traffic, disposition, and truancy calendars.
- Reviewed police reports and made charging recommendations to assistant county attorneys, researched and drafted memoranda on various legal issues for assistant county attorneys in preparation for motions and court hearings.

BAR ADMISSIONS

New Hampshire State Bar	**June 2008 - present**
United States District Court - District of New Hampshire	**June 2008 - present**
Minnesota State Bar	**October 2006 - June 2010**

EDUCATION

William Mitchell College of Law, St. Paul, MN
Juris Doctor May 2006
Honors: CALI Award of Excellence in Corporate and White Collar Crime - Fall 2005
National Tax Moot Court Competition - Fall 2005 - Spring 2006
Rosalie Wahl Moot Court Competition - Fall 2004 - Spring 2005
Recognized by the Minnesota Justice Foundation for completing at least 50 hours of law-related public service.

University of Connecticut, Storrs, CT
Bachelor of Arts, *cum laude*, in Political Science - May 2003
Honors: Dean's List Spring 2002 - Spring 2003

5A dam

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Bridge Design
August 21, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

The Department of Transportation requests placing this item on the Consent Calendar.

Pursuant to RSA 228:39, authorize the Department of Transportation to amend the previously approved Interstate Bridge Agreement with the State of Vermont which allows the Department to bill Vermont for costs associated with the design and construction of a new bridge (NH Br. No. 043/044) carrying NH Route 119 over the Connecticut River between Hinsdale, New Hampshire, and Brattleboro, Vermont, effective upon Governor and Council approval, and continuing through engineering design, construction, inspection, and final acceptance of the completed project, in accordance with the Department's 10-Year Transportation Improvement Plan. The amendment modifies Section 2.d Construction Costs and Section 3 Application of Federal Grants of the previously approved agreement.

EXPLANATION

The Department is required by RSA 228:39 to enter into an Agreement with an adjoining State, with the approval of Governor and Executive Council, before undertaking a joint project with that State. This project proposes to construct the above referenced bridge and includes final design and construction activities. The Agreement for this project (Hinsdale, NH – Brattleboro, VT – 12210C) was approved by the Governor and Executive Council on July 13, 2016 as Item #12A. This amendment adjusts the superstructure costs to be shared 80% by NH and 20% by VT from the originally approved 83% by NH and 17% by VT. The percentage is changed due to the need to lengthen the portion of the structure in Vermont during the design process.

This amendment also changes the application of grant funds by subtracting it from the superstructure cost (instead of the total project construction cost) prior to calculating state shares. This change is being made to better reflect the intent of the grant funds.

The project's construction (Hinsdale, NH – Brattleboro, VT – 12210C) is planned in FY 2021-2023 with an estimated construction cost of $56,000,000.00. This structure and associated roadwork will relocate NH Route 119 from the two existing trusses (NH Br. Nos. 042/044 & 041/040), which were built in 1920.

The amended Agreement, after approval by Governor and Council, allows New Hampshire to bill Vermont for Vermont's share of applicable construction costs incurred by New Hampshire. The division of costs between New Hampshire and Vermont for the construction of this project is 80% by New Hampshire and 20% by Vermont, as stated in the amendment. This cost sharing is based on the location of the State Line and the portions of the bridge located in each state.

The amendment has been approved by the Attorney General as to form and execution. This amendment does not involve commitment of funds. Copies of the fully-executed amendment are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given for this amendment to the Interstate Agreement, as outlined above.

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments

June 17, 2016
Revised December 4, 2019

INTERSTATE AGREEMENT

STATE OF NEW HAMPSHIRE AND STATE OF VERMONT

CA #: OA0027 AMENDMENT #1

HINSDALE, NH – BRATTLEBORO, VT

CONNECTICUT RIVER BRIDGES NOS. 1 & 2 - NH BR. NOS. 042/044 & 041/040

NH FEDERAL PROJECT NO. A004(152) - NH STATE PROJECT NO. 12210C

DESIGN AND CONSTRUCTION PHASES

This AMENDMENT modifies Section 2.d and 3. of the INTERSTATE AGREEMENT executed between the State of New Hampshire, represented by its Department of Transportation, and the State of Vermont, represented by its Agency of Transportation, and dated June 17, 2016, as it pertains to construction shared percentages, as follows:

2.d. Construction Costs:

- The NHDOT will pay all costs for all work performed by the NHDOT, other NH agencies, consultants, and contractors in the construction of this project, including construction engineering and overhead costs. VTrans shall reimburse the NHDOT for its proportional share, based on the following:
  - Costs for the superstructure of the bridge and Mobilization, shall be shared as based on the percentage of the proposed bridge in each State, i.e., 20% Vermont and 80% New Hampshire.
  - VTrans shall reimburse NHDOT for 100% of the costs for the Vermont roadway approaches, including work on VT Route 142, the Vermont substructure of the new bridge, all environmental work based on the cost of the actual work performed in Vermont, and the Railroad Flagging cost for the railroad within the project in Vermont.
  - VTrans shall reimburse NHDOT for the costs for Field Offices, all Traffic Control items, and any other item not otherwise specified, at a ratio defined as the Vermont project length (State Line to VT Route 142 plus the length of work performed on VT Route 142) divided by the total project length, including the bridge and approaches.

3. Any funds received by the NHDOT and/or VTrans from the Federal Highway Administration's (FHWA) Innovative Bridge Research and Deployment (IBRD) Program, TIGER Grant, BUILD Grant, or other such similar and program specific funds, shall be applied to the total superstructure construction costs prior to determining the final cost distribution for each State. Should such funds require a match, VTrans shall provide their prorated portion of the match.

This Amendment shall become effective on the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

This AMENDMENT to the AGREEMENT executed on the day and date first above written.

STATE OF NEW HAMPSHIRE
Department of Transportation

By: _____

STATE OF VERMONT
Agency of Transportation

By: E-SIGNED by Joe Flynn on 2020-08-07 15:44:21 EST

This AMENDMENT to the AGREEMENT has been reviewed and is approved as to form and execution.

Date: 9/17/20

_____
Office of Attorney General
State of New Hampshire

Date: August 07, 2020

E-SIGNED by Leslie Welts on 2020-08-07 15:42:02 EST
Office of Attorney General
State of Vermont

This is to certify that the GOVERNOR AND COUNCIL of the State of New Hampshire on the _____ day of _____, 20___ approved this AGREEMENT as Item # ___.

Date:

ATTEST:

By: _____
Secretary of State of New Hampshire

12A

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Bridge Design
June 15, 2016

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

REQUESTED ACTION

Pursuant to RSA 228:39, authorize the Department of Transportation to enter into an Interstate Bridge Agreement with the State of Vermont to allow the Department to bill Vermont for costs associated with the design and construction of a new bridge (NH Br. No. 043/044) carrying NH Route 119 over the Connecticut River between Hinsdale, New Hampshire, and Brattleboro, Vermont, effective upon Governor and Council approval, and continuing through engineering design, construction, inspection, and final acceptance of the completed project, in accordance with the Department's 10-Year Transportation Improvement Plan. (Project costs will be shared 83% by NH and 17% by VT).

EXPLANATION

The Departmentis required by RSA 228:39 to enter into an Agreement with an adjoining State, with the approval of Governor and Executive Council, before undertaking a joint project with that State. This project proposes to construct the above referenced bridge and includes final design and construction activities. This project's construction (Hinsdale, NH – Brattleboro, VT – 12210C) is planned in FY 2019-2021 with an estimated construction cost of $36,000,000.00. This structure and associated roadwork will relocate NH Route 119 from the two existing trusses (NH Br. Nos. 042/044 & 041/040), which were built in 1920.

The Agreement, after approval by Governor and Council, allows New Hampshire to bill Vermont for Vermont's share of costs for engineering design and applicable construction work incurred by New Hampshire. The division of costs between New Hampshire and Vermont for this project is 83% by New Hampshire and 17% by Vermont, as stated in the Agreement. This cost sharing is based on the location of the State Line and the portions of the bridge located in each state.

The Agreement has been approved by the Attorney General as to form and execution. This Agreement does not involve commitment of funds. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given for this Interstate Agreement, as outlined above.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

INTERSTATE AGREEMENT

STATE OF NEW HAMPSHIRE AND STATE OF VERMONT

HINSDALE, NH – BRATTLEBORO, VT

CONNECTICUT RIVER BRIDGES NOS. 1 & 2 - NH BR. NOS. 042/044 & 041/040

NH FEDERAL PROJECT NO. A004(152) - NH STATE PROJECT NO. 12210C

DESIGN AND CONSTRUCTION PHASES

THIS AGREEMENT is made this 17 day of June, 2014 by and between the State of New Hampshire, represented by its Department of Transportation, hereinafter referred to as the NHDOT, and the State of Vermont, represented by its Agency of Transportation, hereinafter referred to as VTrans, as follows:

1. The NHDOT will prepare and administer the design and construction of a project to construct a new bridge to carry NH Route 119 over the Connecticut River at a location south of the existing bridges that currently carry NH Route 119 over the Connecticut River (NH Br. Nos. 042/044 & 041/040 and Connecticut River Br. Nos. 1 & 2) between the Town of Hinsdale, NH, and the Town of Brattleboro, VT. The work includes the new 1,809' long bridge (NH Br. No. 043/044) on a new alignment and all associated highway approach work, including work on VT Route 142. The existing bridges are to be retained for bicycle/pedestrian use.

2. The division of all costs for this project will be as follows:
   a. Design Costs:
      - All design costs for the bridge portion of the project, as designed by the NHDOT and reviewed and approved by VTrans, shall be charged at 83% New Hampshire and 17% Vermont. This division of costs is computed on the basis of the proposed bridge location as presented at the Public Hearing in Brattleboro, VT on August 1, 2013 and on the basis of the location of the state line as recorded in the Connecticut River Bridge Records and shall apply to preliminary design, final design, and design overhead costs.
      - NHDOT shall perform all the necessary design for the roadway approaches in New Hampshire and Vermont including VT Route 142 and shall incorporate that design into the overall project construction plans. VTrans shall reimburse NHDOT for roadway approach design work in Vermont based on a percentage determined by the length of the Vermont roadway approach divided by the total length of both roadway approaches. Costs incurred by VTrans in coordinating the design with NHDOT or in providing review of the NHDOT design shall be 100% the responsibility of VTrans. Roadway approaches will be as shown on the proposed bridge location as presented at the Public Hearing in Brattleboro, VT on August 1, 2013 and shall apply to preliminary design, final design, and design overhead costs.
      - Any preliminary design, final design, and design overhead costs and activities that are expended or performed by NHDOT for this project prior to execution of this Agreement will be the sole responsibility of NHDOT, and VTrans will not be obligated to participate and/or share in said costs.
   b. Environmental, Archaeological, and Cultural Resource Costs:
      - VTrans in agreement with NHDOT, shall review all work regarding environmental, archaeological, and cultural resources located in or associated with Vermont to clearly establish the responsibility and deliverables for the work to be performed or administered in Vermont. . .
      - VTrans shall reimburse NHDOT 100% for the cost of any work including overhead regarding environmental, archaeological, and cultural resources located in or associated with Vermont but that is performed or administered by NHDOT.
      - NHDOT shall be responsible for 100% of the cost of any work regarding environmental, archaeological, and cultural resources located in or associated with New Hampshire.
   c. Right-of-Way Costs:
      - NHDOT shall identify, categorize (e.g. temporary construction easement, drainage easement), and quantify areas of ROW within Vermont that VTrans will need to acquire. VTrans will be responsible to develop plans necessary to acquire this ROW.

- All Right-of-Way costs incurred for this project by each State shall be paid in their entirety by the State for which the costs were incurred and shall not be included in any shared costs.

d. Construction Costs:

- The NHDOT will pay all costs for all work performed by the NHDOT, other NH agencies, consultants, and contractors in the construction of this project, including construction engineering and overhead costs. VTrans shall reimburse the NHDOT for its proportional share, based on the following:
  - Costs for the superstructure of the bridge and Mobilization, shall be shared as described above in Paragraph 2(a) of this Agreement, i.e., 17% Vermont and 83% New Hampshire.
  - VTrans shall reimburse NHDOT for 100% of the costs for the Vermont roadway approaches, including work on VT Route 142, the Vermont substructure of the new bridge and all environmental work based on the cost of the actual work performed in Vermont.
  - VTrans shall reimburse NHDOT for the costs for Field Offices, all Traffic Control items, and any other item not otherwise specified, at a ratio defined as the Vermont project length (State Line to VT Route 142 plus the length of work performed on VT Route 142) divided by the total project length, including the bridge and approaches.

3. Any funds received by the NHDOT from the Federal Highway Administration's (FHWA) Innovative Bridge Research and Deployment (IBRD) Program, or other such similar and program specific funds, shall be applied to the total project construction costs prior to determining the final cost distribution for each State. Should such funds require a match, VTrans shall provide their prorated portion of the match.

4. VTrans will make monthly progress payments, if requested, based upon bills rendered by the NHDOT. Any bills sent to VTrans for project payment shall show all previous payments made by VTrans for this project as a credit toward the amount owed to the NHDOT for each phase including overhead. Following completion, final inspection, and acceptance by VTrans of the portion of the project within the State of Vermont and the rendering of bills for that portion by the NHDOT to VTrans, VTrans will pay the NHDOT for the remainder of its portion of the audited final costs.

5. VTrans shall have the right at all reasonable times to inspect and review all plans, contracts, documents, books, vouchers and records pertaining to the bridge project contemplated by this Agreement, including, but not limited to, accounting and auditing records upon which the costs to VTrans are to be based.

6. VTrans will be responsible for acquiring any permits, utility agreements or other agreements, and any right-of-way acquisitions that relate solely to the Vermont portion of the project. Prior to advertisement for construction, VTrans shall provide copies to NHDOT of all permits, clearances, and agreements for which VTrans is responsible. All other permits, agreements, and acquisitions will be the responsibility of the NHDOT except for costs associated with obtaining the permits and agreements that are specifically for the bridge, which shall be shared as described above in Paragraph 2 of this Agreement.

7. The NHDOT will coordinate with VTrans relative to any Public Meetings. Further, the NHDOT will attend any such Public Meetings held in Vermont or New Hampshire to present the project and participate in discussions, as needed and as appropriate.

8. The NHDOT will submit preliminary plans to VTrans for review and comment. VTrans will respond in writing with their comments and approval prior to any substantive work being performed on the final design of the project by NHDOT. VTrans shall process its review and comment within 30 days of receipt.

9. The NHDOT will send final contract documents to VTrans for review and comment. No portion of this project shall be advertised for construction until the review is complete and all comments resolved, at which time VTrans will approve in writing the advertisement of the project. VTrans shall process its review and comment in a timely manner.

10. The NHDOT will give VTrans the opportunity to review the contract bids. The construction contract will not be awarded until NHDOT receives a letter of concurrence from VTrans. VTrans shall process its review and comment within one week.

11. NHDOT will notify VTrans when construction of this project is substantially complete, at which time VTrans will inspect the portion of work located in Vermont and will notify the NHDOT of either acceptance of the project or items needing correction. The NHDOT will not make the final billing to VTrans until the Vermont portion has been accepted in writing by VTrans.

12. The division of all future maintenance costs for the existing bridges, after the completion of this project, will be jointly discussed by VTrans and NHDOT during the design of this project.

13. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Executive Council of the State of New Hampshire.

14. This Agreement may be amended when such an amendment is agreed to in writing by all signatories and approved by the State of New Hampshire's Governor and Council.

This AGREEMENT executed on the day and date first above written.

STATE OF NEW HAMPSHIRE
Department of Transportation

By: _____

STATE OF VERMONT
Agency of Transportation

By: _____

This AGREEMENT has been reviewed and is approved as to form and execution.

Date: 6/30/16

_____
Office of Attorney General
State of New Hampshire

Date: 5/20/2016

_____
Office of Attorney General
State of Vermont

This is to certify that the GOVERNOR AND COUNCIL of the State of New Hampshire on the 13 day of July, 2016 approved this AGREEMENT as Item # 12A.

Date: JUL 13 2016

ATTEST:

By: _____
Deputy Secretary of State

DEPUTY SECRETARY OF STATE

5B Item

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Materials & Research
August 11, 2020

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

The Department of Transportation requests placing this item on the Consent Calendar.

Authorize the New Hampshire Department of Transportation (Department) to enter into a second contract amendment with the City of Dover (Vendor 177380) by extending the completion date to December 31, 2021 from the original grant end date of January 31, 2021. No additional funding is involved in this time extension. The original contract was approved by Governor and Council on February 6, 2019, Item #15. The first contract amendment was approved by Governor and Council on September 18, 2019, Item #34.

EXPLANATION

On February 6, 2019, the Governor and Council authorized the subject contract agreement (Item #15; copy of Resolution attached) in the amount of $519,600.00 to deploy a number of proven innovative technologies to better manage Dover's traffic signals. The City has been making incremental improvements to their traffic signal infrastructure and this project complements their past efforts by increasing the number of intersections included in their central signal system. Additionally, it will implement a number of new technologies for generating Automated Traffic Signal Performance Measures (ATSPMs) that can aid engineers in keeping the overall system optimized for improved highway efficiency, safety, and mobility. FHWA's Every Day Counts (EDC) Round 4 Initiative – Automated Traffic Signal Performance Measures is the main focus of this initiative. The Department is a cooperative partner in this project because of their interest in expanding their statewide Traffic Management Center's (TMC) capabilities by integrating local central signal systems for increased regional responsiveness.

The first amendment to the Agreement involved FHWA-requested additional efforts to expand the signal central management system and introduce a level of automation that will provide increased mobility, i.e. reduced delays during peak commuting periods and balance green times during off-peak hours. The City of Dover is a clear leader in this field as a result of its on-going investments in its traffic signal infrastructure. That revised scope funded additional items for advanced system detection, continuous travel time recording, and upgraded traffic controllers. The increase in fee provided an additional AID Demonstration funds to Dover for their revised scope of work and the corresponding engineering to design, procure, and implement the new technologies. The City of Dover is providing the required 20% non-federal matching funds.

Agency	Federal AID Funds	City of Dover Funds	Project Total
Cost	$129,900.00 (80%)	$32,475.00 (20%)	$162,375.00

This second amendment requests a time extension for this grant. Additional time is needed for the consultant to complete their data collection, analysis, and required FHWA reporting as it relates to this project. In addition, time is needed to complete the final closeout documentation for this project.

Authorization is requested to allow the Department to enter into this amended Agreement with the sub-recipient to ensure compliance with Federal Aid requirements and to permit State personnel to supervise the project and the Department to expend Federal Funds.

In the event that Federal Funds become unavailable, general funds will not be requested to support this program. All other provisions of the agreement shall remain in effect.

This amended Agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed amendment are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to the Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to amend this Agreement.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
CONTRACT AMENDMENT B

WHEREAS, pursuant to an agreement approved by Governor and Council, on February 6, 2019, Item #15, and amended on September 18, 2019, Item #34 (herein after referred to as the "Agreement"), City of Dover (Vendor #177380) agreed to advance system detection; provide devices for continuous travel time recording; and upgraded traffic controllers specified in the Agreement and in consideration of payment by the Department of Transportation (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 3.2, the Vendor, Dover, must complete all services by the Completion Date specified in block 1.7;

WHEREAS, the Vendor, Dover, NH and NHDOT have agreed to amend the contract period;

WHEREAS, Section 1.7 Completion Date, of the Contract Agreement is January 31, 2021 and NHDOT wishes to amend the completion date to December 31, 2021.

RESOLVED, that the agreement be amended as follows:

Section 1.7, Completion Date, of the Contract Agreement shall be amended to read December 31, 2021.

All other provisions of the Agreement and Amendment A shall remain in effect.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
Accelerated Innovation Deployment (AID) Demonstration Project
City of Dover; Creating a Benchmark for Traffic Signal Performance
CONTRACT AMENDMENT B

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

_____ Date: 8/6/20

J. Michael Joyal, Jr.
City Manager

Department of Transportation

_____ Date: 9/10/20

William J. Cass, PE, Assistant Commissioner
State of New Hampshire Department of Transportation

Approved by the Attorney General (Form, Substance and Execution)

_____ Date: 9/15/2020

State of New Hampshire, Department of Justice

Approved by NH Governor and Council

_____ Date: _____

Initial and Date All Pages:
Vendor Initials _____ Date: _____

CERTIFICATE OF AUTHORITY

I, Susan M. Mistretta, City Clerk for the City of Dover, New Hampshire, do hereby certify that the City Council authorized the City Manager on August 5, 2020 to create a Benchmark for Traffic Signal Performance State Project 42366 Federal Project X-A004(825). They authorized the City Manager to execute any documents which may be necessary for the City of Dover; this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and the following now occupies the office indicated above:

JAMES MICHAEL JOYAL, JR., CITY MANAGER

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Dover, New Hampshire this 5th day of August, 2020.

Susan Mistretta, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this the 5th day of August, 2020, before me, the undersigned officer, personally appeared Susan Mistretta, City Clerk, who acknowledged herself to be the City Clerk for the City of Dover New Hampshire and that she, as such City Clerk, being authorized to do so, executed the foregoing instrument for the purpose herein contained.

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

(Seal) Notary Public JERRICA A. VANSYLYVONG, Notary Public
My Commission Expires: My Commission Expires May 15, 2024

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
City of Dover 288 Central Avenue Dover, NH 03820	156	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply (If Not)	
X	General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	7/1/2020	7/1/2021	Each Occurrence	$ 5,000,000
				General Aggregate	$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	Automobile Liability Deductible Comp and Coll: $1,000 ☐ Any auto	7/1/2020	7/1/2021	Combined Single Limit (Each Accident)	$5,000,000
				Aggregate	$5,000,000
X	Workers' Compensation & Employers' Liability	7/1/2020	7/1/2021	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	Property (Special Risk includes Fire and Theft)	7/1/2020	7/1/2021	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: *Mary Beth Purcell*
NHDOT Bureau of Materials & Research PO Box 483, 5 Hazen Drive Concord, NH 03302-0483			Date: 8/3/2020 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #34
Date 9/18/19

William Cass, P.E.
Assistant Commissioner

Bureau of Materials & Research
July 16, 2019

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation (Department) to enter into a contract amendment with the City of Dover (Vendor 177380) to increase the contract amount by $129,900.00 from $519,600.00 to $649,500.00. Funding is provided by the **Federal Accelerated Innovation Deployment (AID) Demonstration Program** through project AID Demonstration Grant for City of Dover: Creating a Benchmark for Traffic Signal Performance (NHDOT 42366), effective upon Governor and Council approval, through January 31, 2021. The original contract was approved by Governor and Council on February 6, 2019, Item #15. 100% Federal Funds

Funds to support this request are anticipated to be available in the following account in FY 2020 upon the availability and continued appropriation of funds in the future operating budget.

	FY 2020
04-96-96-962515-2945 Municipal Aid - Federal 072-500574 Grants - Federal	$129,900.00

As this is a pass through grant to the City of Dover, all funds will be obligated in FY 2020.

EXPLANATION

On February 6, 2019, the Governor and Council authorized the subject contract agreement (Item #15; copy of Resolution attached) in the amount of $519,600.00 to deploy a number of proven innovative technologies to better manage Dover's traffic signals. The City has been making incremental improvements to their traffic signal infrastructure and this project complements their past efforts by increasing the number of intersections included in their central signal system. Additionally, it will implement a number of new technologies for generating Automated Traffic Signal Performance Measures (ATSPMs) that can aid engineers in keeping the overall system optimized for improved highway efficiency, safety, and mobility. FHWA's Every Day Counts (EDC) Round 4 Initiative – Automated Traffic Signal Performance Measures is the main focus of this initiative. The Department is a cooperative partner in this project because of their interest in expanding their statewide Traffic Management Center's (TMC) capabilities by integrating local central signal systems for increased regional responsiveness.

This amendment to the Agreement involves FHWA-requested additional efforts to expand the signal central management system and introduce a level of automation that will provide increased mobility, i.e. reduced delays during peak commuting periods and balance green times during off-peak hours. The City of Dover is a clear leader in this field as a result of its on-going investments in its traffic signal infrastructure. This revised scope funds additional items for advanced system detection, continuous travel time recording, and upgraded traffic controllers. The FHWA AID Demonstration allocation memo had a balance of funds in the amount of $129,900.00. The City determined that their project could make use of the additional funding, revised their scope of work, and agreed to the required match for the funding.

The increase in fee as proposed provides an additional $129,900.00 of AID Demonstration funds to Dover for the revised scope of work and the corresponding engineering to design, procure, and implement the new technologies. The City of Dover will provide the required 20% non-federal matching funds.

Agency	Federal AID Funds	City of Dover Funds	Project Total
Cost	$129,900.00 (80%)	$32,475.00 (20%)	$162,375.00

Authorization is requested to allow the Department to enter into this amended Agreement with the sub-recipient to ensure compliance with Federal Aid requirements and to permit State personnel to supervise the project and the Department to expend Federal Funds.

In the event that Federal Funds become unavailable, general funds will not be requested to support this program. All other provisions of the agreement shall remain in effect.

This amended Agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed amendment are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to the Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to amend this Agreement.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
CONTRACT AMENDMENT A

WHEREAS, the Governor and Council approved an agreement between the New Hampshire Department of Transportation (NHDOT) and the City of Dover (Vendor #177380) on February 6, 2019, Item #15 for the period of February 6, 2019 through January 31, 2021;

WHEREAS, pursuant to an Agreement approved as the result of the Federal Accelerated Innovation Deployment (AID) Demonstration grant for City of Dover, allocated September 10, 2018, the FHWA Center for Accelerating Innovation has granted concurrence on the City of Dover's revised project scope for Creating a Benchmark for Traffic Signal Performance Project;

WHEREAS, the increase in funds will advance system detection; provide devices for continuous travel time recording; and upgraded traffic controllers;

WHEREAS, the Vendor, Dover, NH and NHDOT have agreed to amend certain provisions of the agreement;

WHEREAS, Section 1.8 Price Limitation, of the Contract Agreement is $519,600.00 and NHDOT wishes to amend the price limitation to $649,500.00.

RESOLVED, that the agreement be amended as follows:

Section 1.8, Price Limitation, of the Contract Agreement shall be amended to read $649,500.00.

All other provisions of the agreement shall remain in effect.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
Accelerated Innovation Deployment (AID) Demonstration Project
City of Dover; Creating a Benchmark for Traffic Signal Performance
CONTRACT AMENDMENT A

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Date: 8/5/19

J. Michael Joyal, Jr.
City Manager

Corporate Signature Notarized:
STATE of New Hampshire
COUNTY of Strafford

On this, the 5 day of August, 2019, before me, Colleen Bessette, the undersigned Officer J. Michael Joyal Jr., personally appeared and acknowledged her/himself to be the City Manager of City of Dover, a corporation, and that she/he, as such City manager being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as City manager

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

(SEAL)

Notary Public/Justice of the Peace
My Commission Expires: COLLEEN E. A. BESSETTE, Notary Public My Commission Expires August 8, 2023

Department of Transportation

Date: 8/13/19

William J. Cass, PE, Assistant Commissioner
State of New Hampshire Department of Transportation

Approved by the Attorney General (Form, Substance and Execution)

Date: 8/20/19

State of New Hampshire, Department of Justice

Approved by NH Governor and Council

Date: SEP 18 2019

DEPUTY SECRETARY OF STATE

Initial and Date All Pages:
Vendor Initials Date: 8/5/19

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
City of Dover 288 Central Avenue Dover, NH 03820	280	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X	**General Liability (Occurrence Form)**	7/1/2019	7/1/2020	Each Occurrence	$ 5,000,000
	Professional Liability (describe)			General Aggregate	$ 5,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: $1,000	7/1/2019	7/1/2020	Combined Single Limit (Each Accident)	$ 5,000,000
	Any auto			Aggregate	$ 5,000,000
X	**Workers' Compensation & Employers' Liability**	7/1/2019	7/1/2020	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk Includes Fire and Theft)**	7/1/2019	7/1/2020	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: *Mary Beth Purcell*
State of New Hampshire Department of Transportation 7 Hazen Dr Concord, NH 03302			Date: 8/12/2019 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CERTIFICATE OF AUTHORITY

I, Susan M. Mistretta, City Clerk for the City of Dover, New Hampshire, do hereby certify that the City Council authorized the City Manager on August 5, 2019 to create a Benchmark for Traffic Signal Performance State Project 42366 Federal Project X-A004(825). They authorized the City Manager to execute any documents which may be necessary for the City of Dover; this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and the following now occupies the office indicated above:

JAMES MICHAEL JOYAL, JR., CITY MANAGER

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Dover, New Hampshire this 5th day of August, 2019.

Susan M. Mistretta, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this the 5th day of August, 2019, before me, the undersigned officer, personally appeared Susan M. Mistretta, who acknowledged herself to be the City Clerk for the City of Dover New Hampshire and that she, as such City Clerk, being authorized to do so, executed the foregoing instrument for the purpose herein contained.

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

(Seal) Notary Public

JANET E. GRAY, Notary Public
My Commission Expires February 7, 2023

My Commission Expires: _____

New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #15
Date 8-6-19

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Materials & Research
December 5, 2018

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with the City of Dover (Vendor #177380), for a total fee not to exceed $519,600.00. Funding is provided by the Federal Accelerated Innovation Deployment (AID) Demonstration Program through project AID Demonstration Grant for City of Dover: Creating a Benchmark for Traffic Signal Performance (NHDOT 42366), effective upon Governor and Council approval through January 31, 2021. 100% Federal Funds.

Funding to support this request are anticipated to be available in the following account in State FY 2019:

	FY 2019
04-96-96-963515-3054 Consolidated Federal 046-500464 General Consultants Non-Benefit	$519,600.00

As this is a pass through grant to the City of Dover, we will obligate all the funds in FY 2019.

EXPLANATION

The purpose of the AID Demonstration Program is to provide funding to state transportation agencies or other public sectors as an incentive to accelerate the implementation and adoption of innovation in highway transportation.

This project includes the deployment of a number of proven innovative technologies to better manage the City of Dover, NH's traffic signals. The City has been making incremental improvements to their traffic signal infrastructure over the past eight (8) years. This project will complement their past efforts by increasing the number of intersections included in their central signal system from 14 to 25. Additionally, it will implement a number of new technologies for generating Automated Traffic Signal Performance Measures (ATSPMs) that can aid engineers in keeping the overall system optimized for improved highway efficiency, safety, and mobility. FHWA's Every Day Counts (EDC) Round 4 Initiative – Automated Traffic Signal Performance Measures is the main focus of this initiative. The Department is a cooperative partner in this project because of their interest in expanding their statewide Traffic Management Center's (TMC) capabilities by integrating local central signal systems for increased regional responsiveness.

AID Demonstration funds provide a Federal share of 80 percent. The 20 percent non-Federal match may come from project sponsors or other allowable funding sources. For reference, the following table shows the funding allocations:

Agency	Federal AID Funds	City of Dover Funds	Project Total
Cost	$519,600 (80%)	$129,900 (20%)	$649,500

Authorization is requested to allow the Department to enter into this agreement with the sub-recipient to ensure compliance with Federal Aid requirements and to permit State personnel to supervise the project and the Department to expend Federal Funds.

This Agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully-executed Agreements are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation. It is respectfully requested that authority be given to enter into a sole-source Agreement for consulting services as outlined above.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Transportation		1.2 State Agency Address 7 Hazen Drive Concord, NH 03302	
1.3 Contractor Name City of Dover		1.4 Contractor Address 288 Central Avenue Dover, NH 03820	
1.5 Contractor Phone Number 603-516-6030	1.6 Account Number 04-96-96-962015-3054-046	1.7 Completion Date January 31, 2021	1.8 Price Limitation $519,600.00
1.9 Contracting Officer for State Agency Peter E. Stamnas		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory J. Michael Joyal, Jr. City Manager	

1.3 Acknowledgement: State of NH, County of Strafford

On 11/28/18, 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] Colleen E. A. Bessette

COLLEEN E. A. BESSETTE, Notary Public
My Commission Expires August 8, 2023

1.13.2 Name and Title of Notary or Justice of the Peace

Colleen E. A. Bessette, Executive Assistant

1.14 State Agency Signature Date: 12/6/2018	1.15 Name and Title of State Agency Signatory Peter E. Stamnas Director of Project Develop

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) *(if applicable)*

By: On: 1/22/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*.

By: DEPUTY SECRETARY OF STATE FEB 06 2019

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, ; he Contractor shall perform, the work or sale of goods, or b. ., 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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.
ithstanding 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
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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials
Date 11/02/05

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form 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.

Contractor Initials
Date 11/28/17

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 i ified 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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.

Contractor Initials
Date 11/28/

Accelerated Innovation Deployment (AID) Demonstration Project

Scope of Work

The 14 intersections we are focused on are contained in 4 separate "systems" shown on Figure 1 attached. These include:

The Weeks Crossing System
The Hannaford/Glenwood System
The Silver Street System
The Durham Road System

Each of these "systems" has its own distinct character and operation goals (See Figure 2), which we think makes Dover an ideal "test bed" for this AID grant. In one grant we are proposing to implement and test a number of different ATSPMs under different situations. More specifically,

The Weeks Crossing System is adjacent to Exit 9 on the Spaulding Turnpike and serves both "commuting traffic" in the peak weekday periods as well as the retail shoppers to the area from both Dover and nearby Somersworth. Currently this system runs dual cross-coordination with fixed TOD plans during weekday and weekend peak periods. All four intersections have TS-2 cabinets with McCain ATC controllers, and communications back to central. The system has a single Gridsmart camera installation at the Central/Indian Brook intersection but loop detection at the other three locations.

Operational Goals: Accommodate heavy volumes throughout the day on all 4 legs with minimal delays. How best do we optimize this 4-signal system to achieve maximum throughput with minimal approach delays and queuing.

Appropriate ATSPMs for this system: Arrivals on Green, Traffic Volumes, Headways, Travel Times, V/C Ratios, Cycle Failures, and Red Light Running

The Hannaford/Glenwood System is a traditional linear arterial corridor on Central Avenue that is subject to volume peaks from "commuter traffic" predominantly. This system currently runs mainline coordination with fixed TOD plans during weekday and weekend peak periods. All three intersections have TS-2 cabinets with McCain ATC controllers and communications back to central. Detection is presently being provided by stop bar loop detection – no cameras.

Operational Goals: Maintaining progression on the mainline (Central Avenue). Accommodating side street volumes with manageable delays is also desired.

Appropriate ATSPMs for this system: Travel Times, Arrival on Green, Traffic Volumes, Split Utilization, and Transitions

The Silver Street System is an arterial feeder route into the City's CBD from Exit 8 on the Spaulding Turnpike. Volumes on Silver Street disperse as they progress from west to east toward the downtown. The system currently is running free. All three intersections have TS-2 cabinets with McCain ATC controllers, Gridsmart detection, and communications back to central.

Operational Goals: Managing side street delays is more important than mainline progression in this system.

Appropriate ATSPMs for this system: Traffic Volumes, Split Utilization, Traffic Composition, Cycle Failures, and Red Light Running

The Durham Road System is an arterial servicing Exit 7 on the Spaulding Turnpike as well as the City's High and Middle schools. Volumes are heaviest during school start and end times as well as normal commuter times. Currently, this system is running fixed TOD plans designed around these peak periods. These four intersections run off two McCain ATC controllers housed in TS-2 cabinets. Detection at two of the intersections is provided by Gridsmart cameras. In-pavement loops support the other two intersections.

Operational Goals: Maximizing throughput on the mainline during peak periods while managing side street delays. The complexity of this system is magnified by the fact that 4 closely spaced intersections are operated by 2 controllers.

Appropriate ATSPMs for this system: Arrival on Green, Traffic Volumes, Travel Times, Headways, V/C Ratios, Traffic Composition, Pedestrian Actuations, Pre-emption events, Transitions, Cycle Failures, and Red Light Running

As you can see from the above descriptions, each system is different in its operational characteristics even though they all are located in key locations surrounding the City's downtown.

Schedule

Conduct Systems Engineering evaluation in advance of procurement	by the end of March 2019
Procure and install all new equipment, including advanced detection for Hannaford system	by end of 2nd Quarter of 2019
Engineering design, programming and deployment of ATSPM's for Hannaford system	by end of 3rd Quarter of 2019
Testing and Reporting for Hannaford system	by end of 4th Quarter of 2019
Procure and install advanced detection for other three coordinated systems	by the end of 1st Quarter of 2020
Engineering design, programming and deployment of ATSPM's for other threes systems	by the end of 2nd Quarter of 2020
Testing and Final Reporting	by the end of 3rd Quarter of 2020

Attachments:

Figure 1 – Coordinated Signal Systems

Figure 2 – Individual Corridor Characteristics

Accelerated Innovation Deployment (AID) Demonstration Project

Cost Breakdown

The proposed project will include the following elements:

1. Purchase and install video detection at the following intersections for vehicle counting, vehicle detection, real time remote monitoring and incident management:

   Central Avenue at Hotel Drive
   Central Avenue at Webb Place
   Central Avenue at Morin Street
   Central Avenue at Glenwood
   Central Avenue at Hannaford's
   Central Avenue at Locust Street (2 camera install)
   Indian Brook at Webb Place

   Total = 7 intersections at an estimated cost of $210,000

2. Upgrade and install new backbone communications:

   Central Avenue at Webb Place (Weeks Crossing System) – 1 23-GHz radio
   Central Avenue at Morin Street (Hannaford/Glenwood System) – 1 23-GHz radio
   Silver Street at Locust Street (Silver Street System) – 1 23-GHz radio
   Locust to Exit 7 Monopole (Durham Road System) – 1 23-GHz radio
   Total = 4 radio links at an estimated cost of $30,000

3. Purchase and install cameras for advanced system detection to allow for ATSPM's implementation:

   Phase 1 Total = 6 at an estimated cost of $30,000
   Phase 2 Total = 6 at an estimated cost of $30,000

4. Purchase and install 8 stationary Bluetooth devices for continuous travel time recording in 3 coordinated signal systems.

   Total = 8 x $7,000 = and estimated cost of $56,000

5. Upgrade, or purchase new open source software to include the ATSPM's at an estimated cost of $10,000.

6. Create communications linkage and access privileges to City's central system for NHDOT's TMC – estimated cost $15,000.

7. Engineering to design, procure, and implement new technologies and create monitoring databases for tracking new data and SPM's. Design and implement new programming for all 4 coordinated systems. Provide Interim and Final Reporting to FHWA for Phase 1 ATSPM implementation, and if successful for Phase 2. Estimated Cost:

Project Management	$ 15,000
Systems Engineering	$ 5,000
Equipment Procurement, Testing and Acceptance	$ 16,000
Data Assemblage and Database Development 4 systems	$ 32,000
ATSPM selection and set up – Phase 1	$ 25,000
TOD Development and Implementation (4 systems)	$ 28,000
Peer to Peer Design/Implementation – Phase 1	$ 25,000
Interim and Final Reporting – Phase 1	$ 10,000
Equipment Procurement – Phase 2 Balance of advanced detection	$ 5,000
ATSPM selection and set up – Phase 2 3 systems	$ 30,000
Peer to Peer Design/Implementation – Phase 2 3 systems	$ 45,000
Interim and Final Reporting – Phase 2	$ 7,500
Post Project Information Exchange	$ 5,000
Total	$248,500

8. NHDOT participation, support, and administration = $20,000

9. Total Project Cost Phases 1 and 2 = $649,500

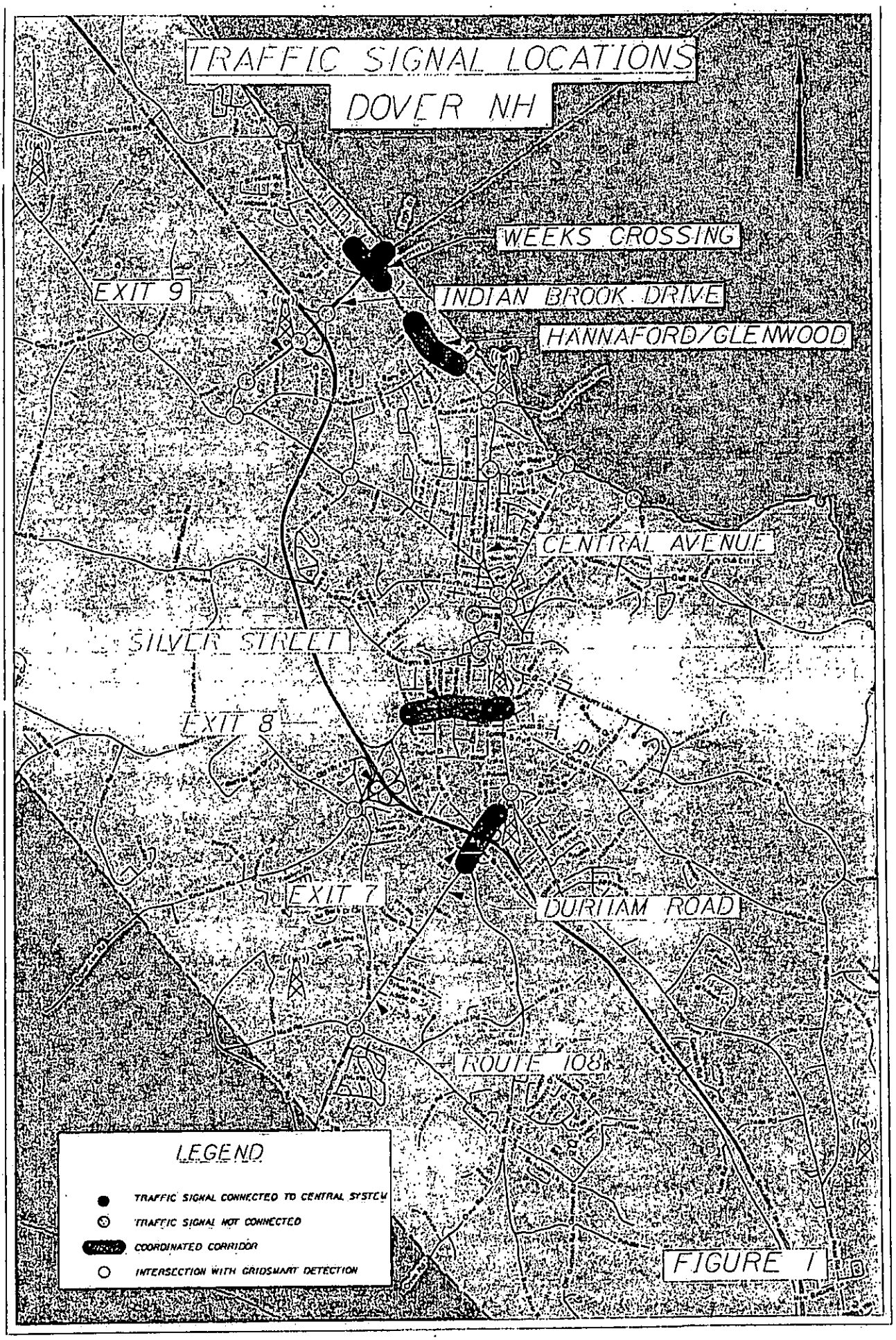
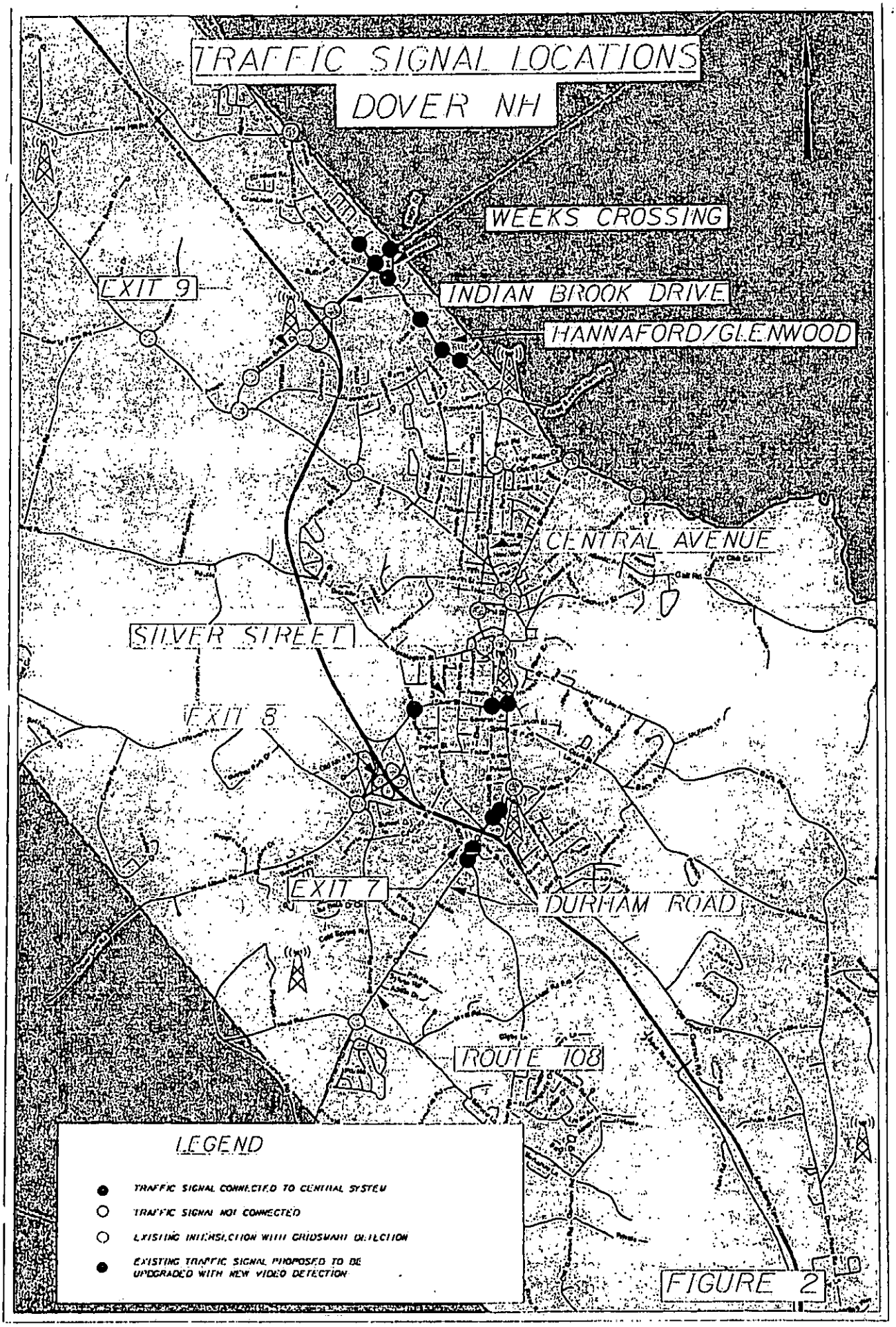

TRAFFIC SIGNAL LOCATIONS
DOVER NH
WEEKS CROSSING
EXIT 9
INDIAN BROOK DRIVE
HANNAFORD/GLENWOOD
CENTRAL AVENUE
SILVER STREET
EXIT 8
EXIT 7
DURHAM ROAD
ROUTE 108
LEGEND
TRAFFIC SIGNAL CONNECTED TO CENTRAL SYSTEM
TRAFFIC SIGNAL NOT CONNECTED
COORDINATED CORRIDOR
INTERSECTION WITH GRIDSMART DETECTION

FIGURE 1


TRAFFIC SIGNAL LOCATIONS
DOVER NH
WEEKS CROSSING
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SILVER STREET
EXIT 8
EXIT 7
DURHAM ROAD
ROUTE 108
LEGEND
TRAFFIC SIGNAL CONNECTED TO CENTRAL SYSTEM
TRAFFIC SIGNAL NOT CONNECTED
EXISTING INTERSECTION WITH GRIDSMART DETECTION
EXISTING TRAFFIC SIGNAL PROPOSED TO BE UPGRADED WITH NEW VIDEO DETECTION

FIGURE 2

EXHIBIT C
SPECIAL PROVISIONS
FOR

CITY OF DOVER
STATE VENDOR #: 177380
STATE PROJECT #: 42366
FEDERAL PROJECT #: A004(825)

This contract shall be administered in general accordance with the general provisions of the Agreement found in Form P-37 as modified by the following terms.

C.1. Amend P-37 Section 5. CONTRACT PRICE/PRICE LIMITATION PAYMENT by adding the following:

5.5 The contractor shall submit quarterly progress reports and invoices to the State for reimbursement of its share of the amounts paid to engineering and research consultants for the performance of the work set forth in the Agreement. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the Agreement, as well as backup information to support the charges. The Contractor shall certify that the invoices properly represent payment for work that has been completed and paid for by the Contractor.

5.6. The Contractor is required to maintain all project and financial records pertinent to the development of the Project for three (3) years beyond the date of the State's final voucher. The State will send a letter to the Contractor with the date of this approval. If there is a failure to maintain this documentation, State and/or Federal Highway Administration could take an action up to and including requesting a refund of all reimbursed project costs.

5.7. That this Agreement is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and/or the Federal Highway Administration. If sufficient funds are not appropriated, the Department may terminate this Agreement upon thirty (30) days' written notice to the Contractor. Such termination shall relieve the Department and the Contractor from obligations under this Agreement after the termination date.

C.2. Amend P-37 Section 6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY by the following:

Add the following sentence to 6.1:

In connection with the performance of the Services, the Contractor shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies as applicable under the Federal-aid Highway Program.

Substitute 6.2 with following paragraph:

The Contractor agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d—2000d-4 (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US State of Transportation, Subtitle A, Office of the Secretary, Part 21, "Non-discrimination in Federally-Assisted Programs of The State of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964" (referred to as the "REGULATIONS"), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance extended by the State of New Hampshire. This Agreement obligates the Contractor for the period during which Federal financial assistance is extended.

C.3. Amend P-37 Section 14. INSURANCE by adding the following:

14.4. The Contractor shall defend, indemnify and hold harmless the State and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the Contractor or its subcontractors in the performance of this Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire which immunity is hereby reserved. This covenant shall survive the termination of this Agreement.

To: Yamilee Volcy, Engineering & Operations Supervisor, FHWA – NH Division

From: Ann Scholz, Research Engineer – NHDOT

Date: November 15, 2018

RE: Match Plan for City of Dover, NH: Creating a Benchmark for Traffic Signal Performance
State Project 42366 Federal Project X-A004(825)

This memorandum is intended to provide sufficient documentation to the FHWA-NH Division on the proposed non-federal match for the City of Dover, NH: Creating a Benchmark for Traffic Signal Performance Project. NHDOT intends to partner with the City of Dover and its traffic consultant Sebago Technics, to administer these funds in a responsible manner. Sebago will provide the technical engineering, oversight, testing and reporting associated with this Project under the direction of NHDOT's Traffic Bureau and Dover's Community Services Department.

Calculating Value of Soft Match

The City is committed to a 20-percent match as required for this AID demonstration grant. A letter confirming this fact and identify the non-federal monies is available.

Reporting

At least every three months, the City will report their time and the value of their match. The document will accompany the City's invoicing for payment against the AID funds. The document format will be similar to their standard invoice noting description of expenses, current period, and cumulative amount.

The NHDOT project manager will maintain a reporting spreadsheet to track accrual against overall need. The report will be maintained consistent to receipt of invoices from the City. In the event that the match accrual is lagging behind plan expectations, NHDOT will take the following actions:

- Meet with the City of Dover to discuss reasons for uneven accrual
- Develop a revised plan that demonstrates ability to accrue appropriate match to allow expenditure of federal funds
- Discuss performance with FHWA for corrective actions as necessary

City of Dover, NH: Creating a Benchmark for Traffic Signal Performance Match Plan

Sponsor Name: New Hampshire Department of Transportation

Partners: City of Dover, NH and Sebago Technics, Inc.

Project Name: City of Dover, NH: Creating a Benchmark for Traffic Signal Performance

State Project #: 42366 **Federal Project#:** X-A004(825)

Total Project Funding: $649,500
- $519,600 AID Demonstration grant
- $129,900 City's Match (non-federal budget item)

Total Federal Share: $519,600 (80%)
- $519,600 AID Demonstration grant

Total Match: $129,900 (20%)
- $129,900 City's Match

Soft Match Details:

Person / Affiliation	Year	Amount	Cumulative Total
City of Dover/Public Works	1	$64,950	$64,950
	2	$64,950	$129,900

CERTIFICATE OF AUTHORITY

I, Susan M. Mistretta, Acting City Clerk for the City of Dover, New Hampshire, do hereby certify that the City Council authorized the City Manager on November 28, 2018 to create a Benchmark for Traffic Signal Performance State Project 42366 Federal Project X-A004(825). They authorized the City Manager to execute any documents which may be necessary for the City of Dover; this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and the following now occupies the office indicated above:

JAMES MICHAEL JOYAL, JR., CITY MANAGER

IN WITNESS WHEREOF, I have hereunto set my hand as the Acting City Clerk of Dover, New Hampshire this 28th day of November, 2018.

Susan Mistretta, Acting City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this the 28th day of November, 2018, before me, the undersigned officer, personally appeared Susan Mistretta, Acting City Clerk, who acknowledged herself to be the Acting City Clerk for the City of Dover New Hampshire and that she, as such Acting City Clerk, being authorized to do so, executed the foregoing instrument for the purpose herein contained.

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

(Seal) Notary Public

CAITLYN M. HASSEN, Notary Public
My Commission Expires February 7, 2023

My Commission Expires:_____

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
City of Dover 288 Central Avenue Dover, NH 03820	280	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply (Not:	
X General Liability (Occurrence Form)	7/1/2018	7/1/2019	Each Occurrence	$ 5,000,000
Professional Liability (describe)			General Aggregate	$ 5,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: $1,000			Combined Single Limit (Each Accident)	
Any auto			Aggregate	
X Workers' Compensation & Employers' Liability	7/1/2018	7/1/2019	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X Property (Special Risk Includes Fire and Theft)	7/1/2018	7/1/2019	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: Tammy Denver
State of New Hampshire Department of Transportation 7 Hazen Dr Concord, NH 03302			Date: 11/19/2018 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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

Lori A. Shibinette
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner to make a **retroactive** one-time payment from State Fiscal Year (SFY) 2021 funds to Eva Reinemann, Sr General Counsel Specialist, in the amount of $1159.17. This payment is to compensate the employee for wages that were not paid for State Fiscal Year 2020. The funds to be paid will be fifty-five percent (55%) General Funds, forty one (41%) Federal and four percent (4%) agency income (recovery admin fees). Funds are available in the following account as follows:

05-95-95-952010-5680 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:OFFICE OF THE COMMISSIONER;LEGAL & REGULATORY SERVICES;GENERAL COUNSEL

Employee Name	Class/ Object	Class Title	Job Number	Amount
Eva Reinemann	010-500100	Personal Services-Perm. Class.	95200007	$1159.17
Eva Reinemann	060-500601	FICA (Permanent)	95200007	$71.87
Eva Reinemann	060-500604	Employee Retirement (Permanent)	95200007	$138.29
Eva Reinemann	060-500631	Medicare Coverage (Permanent)	95200007	$16.81
		Total		$1386.14

EXPLANATION

This request is made retroactively because Ms. Reinemann was due compensation in State Fiscal Year 2020 that was not paid. The administrative error was not discovered until State Fiscal Year 2021. The Bureau of Human Resource Management has instituted a process to minimize the reoccurrence of related errors.

Ms. Reinemann received an annual performance evaluation and was approved to receive an increment from step 5 to step 6 on March 30, 2020. Through administrative error her

promotion was not processed and she is due pay from March 30, 2020 through August 27, 2020. The total amount of the retroactive payment due to Ms. Reinemann is $1974.21. This request for $1159.17 is for the portion due to Ms. Reinemann for FY20. This error was just recently brought to the attention of the Bureau of Human Resource Management. Approval of this Request will rectify the error thereby allowing payment of overdue wages to Ms. Reinemann.

Respectfully submitted,

Lori A. Shibinette
Commissioner

SEP23'20 AM10:11 DAS

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

September 17, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into a **Sole Source** contract with International Institute of New England, Inc. (VC# 177551), Boston, MA in the amount of $210,000 for social service programs that lead directly to self-sufficiency for refugees, with the option to renew for up to two additional years, effective upon Governor and Council approval through September 30, 2022. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-042-4220-7922 HEALTH AND HUMAN SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS:HUMAN SERVICES, MINIORITY HEALTH, REFUGEE SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	42200013	$78,750
2022	102-500731	Contracts for Prog Svc	42200013	$105,000
2023	102-500731	Contracts for Prog Svc	42200013	$26,250
			Total	**$210,000**

EXPLANATION

This request is **Sole Source** because the Contractor is the only entity positioned to provide comprehensive support services to refugees in the Manchester area. The Contractor is under contract with the United States Department of State to resettle families via the U.S. Refugee Program. Through this contract, the Contractor will receive pertinent demographic information, and develop and implement integration plans for each refugee arriving in the Manchester area.

The purpose of this request is to provide social service programs to refugees that lead directly to self-sufficiency.

The Contractor will provide services to approximately 270 refugees from October 1, 2020 to September 30, 2022.

The Contractor will provide services to refugees who have been in the United States for less than five (5) years. Services provided include employment readiness; job development; and English for Speakers of Other Languages (ESOL) classes. Additionally, the Contractor will orient individuals to American transportation systems as well provide families and individuals with cultural education. Services are designed to remove barriers to sustained employment and facilitate integration into American society.

The Contractor will complete family self-sufficiency plans with each family in order to identify goals the family wants to accomplish. Plans include follow up at six months (6) and twelve (12) months to review goals and to provide services, as necessary and appropriate, to meet those goals. In order to ensure successful employment, the Contractor will be providing case management services that include medical referrals, day care, and cultural education.

The Department will monitor the Contractor's performance through semi-annual progress reports and during in-person meetings to review the employability plans, case notes, and progress reports.

Should the Governor and Executive Council not authorize this request, refugees statewide may not receive the training necessary to properly navigate American culture and systems, and may not have access to English language learning environments. Without training and guidance, refugees may not be able to successfully enter the work force and become integrated into society. Failure to have access to these services may result in a decrease in employment opportunities; loss of housing and medical services; social isolation; and depression among the newly arriving refugee population.

Area served: Manchester

Source of Funds: CFDA #93.566, FAIN #1801NHRSOC

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

Subject: Refugee Social Services Program (SS-2021-OHE-02-REFUG-01)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name International Institute of New England, Inc.		1.4 Contractor Address 2 Boylston Street 3rd Floor Boston, MA, 02116	
1.5 Contractor Phone Number (617) 695-9990	1.6 Account Number 05-095-042-42207922	1.7 Completion Date September 30, 2022	1.8 Price Limitation $210,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Jeffrey Thielman Date: 9/17/2020		1.12 Name and Title of Contractor Signatory Jeffrey Thielman President and CEO	
1.13 State Agency Signature DocuSigned by: Ann H. N. Landry Date: 9/17/2020		1.14 Name and Title of State Agency Signatory Ann H. N. Landry Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by:		On: 9/18/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Date 9/17/2020

New Hampshire Department of Health and Human Services
Refugee Social Services Program

EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services on a priority basis to refugees residing in the United States fewer than twelve (12) months who are:

1.1.1. Receiving public assistance through the Refugee Cash Assistance Program or the Temporary Aid to Needy Families (TANF) Program;

1.1.2. Unemployed; and

1.1.3. Employed and in need of job retention services.

1.2. The Contractor shall develop a family-self-sufficiency plan for each family served. The Contractor shall:

1.2.1. Conduct an assessment for each member of the family.

1.2.2. Identify integration goals.

1.2.3. Assist with creating a household budget.

1.2.4. Follow up with the family every six (6) and twelve (12) months to assess the family's progress toward self-sufficiency.

1.3. The Contractor shall provide Employment Services that focus on job development, placement, retention and re-employment for a minimum of ninety-five (95) employable refugees each contract year. The Contractor shall ensure services include, but are not limited to:

1.3.1. Developing and maintaining relationships with employers, which includes, but is not limited to:

1.3.1.1. Conducting American workplace orientation for refugees.

1.3.1.2. Conducting refugee orientations for a minimum of ten (10) new employers for each contract year.

1.3.1.3. Working with employers to develop on-site internships and employer-based training.

1.3.1.4. Collaborating with existing governmental and private job development agencies;

1.3.2. Developing employment support for each employable refuges, which includes, but is not limited to:

1.3.2.1. Conducting employment assessments utilizing Department-approved assessment instruments.

1.3.2.2. Developing employability plans for each employable member of a refugee household.

1.3.2.3. Providing vocational English for Speakers of Other Languages (ESOL) instruction through job readiness training.

1.3.2.4. Assisting refugees with creating and completing resumes.

1.3.2.5. Assisting each employable refugee, identified in Subsection 1.1.2, with submitting a minimum of three (3) job applications a year until employed.

1.3.2.6. Scheduling and arranging job interviews for all employable, newly arrived refugees.

1.3.2.7. Maintaining employability plans, case notes, and progress reports in client files, to be provided to the Department, upon request.

1.3.2.8. Providing referrals to support services.

1.3.2.9. Providing transportation training to increase employability, as necessary

1.3.2.10. Providing interpreter services to new arrivals and service providers, as needed.

1.4. The Contractor shall provide Case Management Services to assist approximately two hundred seventy (270) refugees to succeed in their new communities. The Contractor shall ensure services include, but are not limited to:

1.4.1. Advocating for clients by assisting in the resolution of housing-related issues.

1.4.2. Referring clients to health and/or mental health and other service providers, as appropriate.

1.4.3. Referring clients to appropriate ESOL or vocational ESOL programs.

1.4.4. Advocating on behalf of refugees, to protect their civil rights and ensure access to services.

1.4.5. Assisting new arrivals with accessing and enrolling in mainstream public program such as WIC, Fuel Assistance and Head Start.

1.4.6. Identifying conveniently located, subsidized day care providers, as appropriate.

1.4.7. Assisting new arrivals with meeting transportation needs.

1.4.8. Providing collateral, cultural education to employers, social service providers, health care providers, educators and other programs with which refugees interact.

1.5. The Contractor shall provide ESOL Services to approximately eighty (80)

refugees in order to prepare refugees for entry into the job market and facilitate integration. The Contractor shall ensure services include, but are not limited to:

1.5.1. Ensuring unemployed new arrivals and Refugee Cash Assistance recipients have ESOL services available.

1.5.2. Accommodating refugee arrivals by offering rolling enrollment.

1.5.3. Ensuring ESOL is offered at locations that are barrier free and easily accessible to refugees who may not have access to transportation services;

1.5.4. Providing a minimum of twelve (12) hours of instruction per week to new arrivals.

1.5.5. Administering entrance and exit ESOL tests by using Contractor preferred instruments, as approved by the Department.

1.5.6. Recording test results, attendance records and progress reports in student and/or client files, ensuring availability of files to the Department, upon request.

1.5.7. Submitting Trimester Reports, as directed by the Department.

1.5.8. Prioritizing survival level English and literacy needs of students while addressing pre-vocational, orientation and advanced ESOL needs.

1.5.9. Providing training and addressing the ESOL needs of established refugees, as resources allow.

1.5.10. Training and engaging volunteers to provide supplementary ESOL services.

1.6. The Contactor shall attend meetings with the Department at the Refugee Advisory Council on a quarterly basis and as needed.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

3.1. The Contractor shall participate in in-person reporting, as required by the Department on a scheduled basis as determined by the Department in order to

provide:

3.1.1. Regular updates on contract activities.

3.1.2. Progress reports relative to working towards meeting performance measures and overall program goals and objectives.

3.1.3. Additional information that demonstrates meeting or exceeding the minimum required scope of services.

3.2. The Contractor shall submit semi-annual Progress Reports, as required by the Office of Refugee Resettlement (ORR), in the format provided by the Department. The Contractor shall:

3.2.1. Ensure Progress Reports align with reporting periods outlined by ORR.

3.2.2. Submit narrative reports with a summary of project outcomes to the Department no later than 15 days after the completion of a project period.

3.2.3. Highlight any changes in previously approved work plans or timelines.

3.2.4. Ensure Progress Reports are submitted on using the following time frames:

Reporting Period	Semi-Annual Report Due Date
10/01/2020 - 03/31/2021	04/15/2021
04/01/2021 - 09/29/2021	09/15/2021
09/30/2021 - 03/31/2022	04/15/2022
04/01/2022 – 09/29/2022	09/15/2022

4. Performance Measures

4.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

4.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

4.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities

and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

5.3.1. 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, "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."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Eligibility Determinations

5.4.1. 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.

5.4.2. 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.

5.4.3. 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.

5.4.4. 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. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical 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.

6.1.2. All records must 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.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

6.2. 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. 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.

New Hampshire Department of Health and Human Services
Refugee Social Services Program

EXHIBIT C

Payment Terms

1. This Agreement is funded by100%, Federal Funds: U.S. Administration for Children and Families, Catalog of Federal Domestic Violence from by the Administration for Chilren and Families, CFDA #93.566, FAIN #1801NHRSOC.
2. For the purposes of this Agreement:
   - 2.1. The Department has identified the Contractor as a Subreceipiant in accordance with 2 CFR 200.330.
   - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
   - 2.3. The Indirect Cost Rate of 31.70% applies in accordance with 2 CFR §200.414 and the Nonprofit Rate Agreement between the US Department of Health and Human Services and the Contractor, which is dated April 30, 2019 and on file with the Department.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-3, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to kellie.esdale@dhhs.nh.gov, or invoices may be mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

12. Audits

    12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

        12.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

        12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

        12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

    12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

    12.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

12.5. 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.

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Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Budget Request for: Refugee Social Services Program
(Name of RFP)

Budget Period: October 2020- June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 42,892.50	$ -	$ 42,892.50	$ -	$ -	$ -	$ 42,892.50	$ -	$ 42,892.50
2. Employee Benefits	$ 9,864.75	$ -	$ 9,864.75	$ -	$ -	$ -	$ 9,864.75	$ -	$ 9,864.75
3. Consultants	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ 1,875.00	$ -	$ 1,875.00	$ -	$ -	$ -	$ 1,875.00	$ -	$ 1,875.00
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 687.75	$ -	$ 687.75	$ -	$ -	$ -	$ 687.75	$ -	$ 687.75
6. Travel	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
7. Occupancy	$ 5,625.00	$ -	$ 5,625.00	$ -	$ -	$ -	$ 5,625.00	$ -	$ 5,625.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 2,880.00	$ -	$ 2,880.00	$ -	$ -	$ -	$ 2,880.00	$ -	$ 2,880.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
off-site storage	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
Indirect Cost Allocation	$ -	$ 13,125.00	$ 13,125.00	$ -	$ -	$ -		$ 13,125.00	$ 13,125.00
	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
TOTAL	$ 65,625.00	$ 13,125.00	$ 78,750.00	$ -	$ -	$ -	$ 65,625.00	$ 13,125.00	$ 78,750.00

Indirect As A Percent of Direct 20.0%

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Contractor Initials JT

Date 9/17/2020

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Exhibit C-2 Budget

New Hampshire Department of Health and Human Services

Contractor Name: INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Budget Request for: Refugee Social Services Program
(Name of RFP)

Budget Period: 7.1.21 - 6.30.22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 57,190.00	$ -	$ 57,190.00	$ -	$ -	$ -	$ 57,190.00	$ -	$ 57,190.00
2. Employee Benefits	$ 13,153.00	$ -	$ 13,153.00	$ -	$ -	$ -	$ 13,153.00	$ -	$ 13,153.00
3. Consultants	$ 400.00	$ -	$ 400.00	$ -	$ -	$ -	$ 400.00	$ -	$ 400.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 917.00	$ -	$ 917.00	$ -	$ -	$ -	$ 917.00	$ -	$ 917.00
6. Travel	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
7. Occupancy	$ 7,500.00	$ -	$ 7,500.00	$ -	$ -	$ -	$ 7,500.00	$ -	$ 7,500.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 3,840.00	$ -	$ 3,840.00	$ -	$ -	$ -	$ 3,840.00	$ -	$ 3,840.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
off-site storage	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
Indirect Cost Allocation	$ -	$ 17,500.00	$ 17,500.00	$ -	$ -	$ -		$ 17,500.00	$ 17,500.00
	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
TOTAL	$ 87,500.00	$ 17,500.00	$ 105,000.00	$ -	$ -	$ -	$ 87,500.00	$ 17,500.00	$ 105,000.00

Indirect As A Percent of Direct 20.0%

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Contractor Initials

Date 9/17/2020

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Exhibit C-3 Budget

New Hampshire Department of Health and Human Services

Contractor Name: INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Budget Request for: Refugee Social Services Program
(Name of RFP)

Budget Period: 7.1.22 - 9.30.22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 14,297.50	$ -	$ 14,297.50	$ -	$ -	$ -	$ 14,297.50	$ -	$ 14,297.50
2. Employee Benefits	$ 3,288.25	$ -	$ 3,288.25	$ -	$ -	$ -	$ 3,288.25	$ -	$ 3,288.25
3. Consultants	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -	$ 100.00	$ -	$ 100.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ 625.00	$ -	$ 625.00	$ -	$ -	$ -	$ 625.00	$ -	$ 625.00
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 229.25	$ -	$ 229.25	$ -	$ -	$ -	$ 229.25	$ -	$ 229.25
6. Travel	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
7. Occupancy	$ 1,875.00	$ -	$ 1,875.00	$ -	$ -	$ -	$ 1,875.00	$ -	$ 1,875.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960.00	$ -	$ 960.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
off-site storage	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
Indirect Cost Allocation	$ -	$ 4,375.00	$ 4,375.00	$ -	$ -	$ -		$ 4,375.00	$ 4,375.00
	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
TOTAL	$ 21,875.00	$ 4,375.00	$ 26,250.00	$ -	$ -	$ -	$ 21,875.00	$ 4,375.00	$ 26,250.00

Indirect As A Percent of Direct 20.0%

DS

Contractor Initials

Date 9/17/2020

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials DS JT
Date 9/17/2020

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name:

DocuSigned by:
Jeffrey Thielman
FC994F00F979420

9/17/2020
Date

Name: Jeffrey Thielman
Title: President and CEO

DS
Vendor Initials JT
Date 9/17/2020

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name:

DocuSigned by:
Jeffrey Thielman
FC0947C0F9B428...

9/17/2020
Date

Name: Jeffrey Thielman
Title: President and CEO

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Vendor Initials

9/17/2020
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS JT
Date 9/17/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Jeffrey Thielman
EC9477DF8428

9/17/2020
Date

Name: Jeffrey Thielman
Title: President and CEO

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Contractor Initials JT
Date 9/17/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

DS

Contractor Initials JT

Date 9/17/2020

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

DocuSigned by:
Jeffrey Thielman
FC9847C0F9B428...

9/17/2020
Date

Name: Jeffrey Thielman
Title: President and CEO

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

DocuSigned by:
Jeffrey Thielman
FC994FC0F9D420...

9/17/2020
Date

Name: Jeffrey Thielman
Title: President and CEO

DS
JT

Contractor Initials

9/17/2020
Date

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 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.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

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, TitleXIII, 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 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 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 160.103, 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 164.103.

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, unreadable, 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) **Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall 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 HIPAA Privacy, Security, and Breach Notification Rules 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. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. 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.

e. 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 (l). 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 Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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 Paragraph 10 of the standard terms and conditions (P-37) 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, 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.

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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	International Institute of New England
The State	Name of the Contractor
Ann H. N. Landry	Jeffrey Thielman
Signature of Authorized Representative	Signature of Authorized Representative
Ann H. N. Landry	Jeffrey Thielman
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President and CEO
Title of Authorized Representative	Title of Authorized Representative
9/17/2020	9/17/2020
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Jeffrey Thielman

9/17/2020
Date

Name: Jeffrey Thielman
Title: President and CEO

DS
JT

Contractor Initials
Date 9/17/2020

New Hampshire Department of Health and Human Services
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: 0948459970000

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?

   X 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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DS

Contractor Initials JT

Date 9/17/2020

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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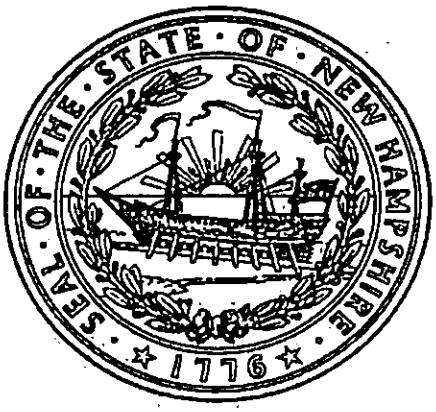
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on February 12, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **739194**
Certificate Number: **0005001024**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of September A.D. 2020.

William M. Gardner
Secretary of State

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CERTIFICATE OF AUTHORITY

I, Deborah Shufrin, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of International Institute of New England, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 1, 2015, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jeffrey Thielman (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of International Institute of New England, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 9/2/20

Signature of Elected Officer
Name: Deborah Shufrin
Title: Board Clerk

Rev. 03/24/20

Scanned with CamScanner

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/18/2020

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 have ADDITIONAL INSURED provisions or 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
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
International Institute of New England, Inc.
2 Boylston Street, Ste. 3
Boston, MA 02116

COVERAGES CERTIFICATE NUMBER: W17894194 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		PHPK2120487	05/05/2020	05/05/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB718375	05/05/2020	05/05/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

This Voids and Replaces Previously Issued Certificate Dated 09/01/2020 WITH ID: W17630444.

Named Insured includes International Institute of New Hampshire, Inc. and International Institute of Lowell, Inc.

NH Department of Health & Human Services 129 Pleasant Street, Brown Building Concord, NH 03301 are included as Additional Insureds as respects to General Liability.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

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

Julie M Powers

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INTEINS-05 PCONDON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/23/2020

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 have ADDITIONAL INSURED provisions or 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 License # 1780862
HUB International New England
600 Longwater Drive
Norwell, MA 02061-9146

CONTACT NAME:
PHONE (A/C, No, Ext): (781) 792-3200 FAX (A/C, No): (781) 792-3400
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
International Institute Of New England, Inc.
2 Boylston Street, 3rd floor
Boston, MA 02116

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		6JUB9975L65420	10/1/2020	10/1/2021	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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
New Hampshire Workers Compensation policy.

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

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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International
Institute of
New England

Mission Statement

The mission of the International Institute of New England is to create opportunities for refugees and immigrants to succeed through resettlement, education, career advancement, and pathways to citizenship.

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International Institute of New England

100 YEARS of WELCOMING NEW AMERICANS

FINANCIAL STATEMENTS
SEPTEMBER 30, 2019 AND 2018

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INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Contents
September 30, 2019 and 2018

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Statements of Financial Position	2
Statements of Activities and Changes in Net Assets	3
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Notes to Financial Statements	7 - 14

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AAFCPAs
great minds | great hearts

50 Washington Street
Westborough, MA 01581
508.366.9100
aafcpa.com

Independent Auditor's Report

To the Board of Directors of
International Institute of New England, Inc.:

Report on the Financial Statements

We have audited the accompanying financial statements of International Institute of New England, Inc. (a Massachusetts nonprofit corporation), which comprise the statements of financial position as of September 30, 2019 and 2018, and the related statements of activities and changes in net assets, cash flows and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of International Institute of New England, Inc. as of September 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

AAFCPAs, Inc.

Wellesley, Massachusetts
February 11, 2020

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INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Financial Position
September 30, 2019 and 2018

Assets	**2019**	**2018**
Current Assets:		
Cash	$ 303,109	$ 432,887
Short-term investments	600,000	800,000
Contracts, contributions and other receivables	940,079	713,203
Prepaid expenses and other	75,131	113,891
Fund held for others	-	47,000
Total current assets	1,918,319	2,106,981
Investments	6,389,743	6,595,749
Property and Equipment, net	1,728,194	1,895,424
Security Deposits	100,434	100,434
Total assets	$ 10,136,690	$ 10,698,588
Liabilities and Net Assets		
Current Liabilities:		
Accounts payable	$ 66,190	$ 43,929
Accrued expenses	372,088	326,886
Current portion of lease incentive	110,782	110,782
Deferred revenue	84,864	60,803
Fund held for others	-	47,000
Total current liabilities	633,924	589,400
Deferred Rent and Lease Incentive, net of current portion	857,417	951,257
Total liabilities	1,491,341	1,540,657
Net Assets:		
Without donor restrictions:		
Operating	7,535,501	8,016,351
Property and equipment	971,188	1,027,634
Total without donor restrictions	8,506,689	9,043,985
With donor restrictions	138,660	113,946
Total net assets	8,645,349	9,157,931
Total liabilities and net assets	$ 10,136,690	$ 10,698,588

The accompanying notes are an integral part of these statements.

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INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2019 and 2018

	2019			2018		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:						
Contract services	$ 3,694,803	$ -	$ 3,694,803	$ 3,067,101	$ -	$ 3,067,101
Grants and contributions	1,779,756	392,684	2,172,440	1,436,205	332,054	1,768,259
Donated goods and services	1,062,113	-	1,062,113	788,778	-	788,778
Program service fees	356,907	-	356,907	161,481	-	161,481
Interest, dividends and other	166,086	-	166,086	188,388	-	188,388
United Way allocation	60,000	-	60,000	92,171	-	92,171
Net assets released from program restrictions	367,970	(367,970)	-	302,059	(302,059)	-
Total revenues	7,487,635	24,714	7,512,349	6,036,183	29,995	6,066,178
Expenses:						
Program services	5,777,290	-	5,777,290	4,664,245	-	4,664,245
General and administrative	1,351,264	-	1,351,264	1,407,189	-	1,407,189
Fundraising	1,079,977	-	1,079,977	764,120	-	764,120
Total expenses	8,208,531	-	8,208,531	6,835,554	-	6,835,554
Changes in net assets from operations	(720,896)	24,714	(696,182)	(799,371)	29,995	(769,376)
Net Investment Gain	192,629	-	192,629	269,136	-	269,136
Loss on Disposal of Property and Equipment	(9,029)	-	(9,029)	-	-	-
Changes in net assets	(537,296)	24,714	(512,582)	(530,235)	29,995	(500,240)
Net Assets:						
Beginning of year	9,043,985	113,946	9,157,931	9,574,220	83,951	9,658,171
End of year	$ 8,506,689	$ 138,660	$ 8,645,349	$ 9,043,985	$ 113,946	$ 9,157,931

The accompanying notes are an integral part of these statements.

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INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Cash Flows
For the Years Ended September 30, 2019 and 2018

	2019	2018
Cash Flows from Operating Activities:		
Changes in net assets	$ (512,582)	$ (500,240)
Adjustments to reconcile changes in net assets to net cash used in operating activities:		
Net investment gain	(192,629)	(269,136)
Loss on disposal of property and equipment	9,029	-
Depreciation	282,936	255,324
Amortization of lease incentive	(110,784)	(110,784)
Changes in operating assets and liabilities:		
Contracts, contributions and other receivables	(226,876)	163,904
Prepaid expenses and other	38,760	(88,299)
Security deposits	-	(3,692)
Accounts payable	22,261	15,471
Accrued expenses	45,202	18,441
Deferred revenue	24,061	27,307
Deferred rent	16,944	29,194
Net cash used in operating activities	(603,678)	(462,510)
Cash Flows from Investing Activities:		
Proceeds from sale/transfer of investments	775,050	774,950
Acquisition of property and equipment	(124,735)	(254,846)
Investment purchases	(176,415)	(181,415)
Net cash provided by investing activities	473,900	338,689
Net Change in Cash	(129,778)	(123,821)
Cash:		
Beginning of year	432,887	556,708
End of year	$ 303,109	$ 432,887

The accompanying notes are an integral part of these statements.

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INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statement of Functional Expenses
For the Year Ended September 30, 2019
(With Summarized Comparative Totals for the Year Ended September 30, 2018)

	2019				2018
	Program Services	General and Adminis-trative	Fundraising	Total	Total
Personnel and Related:					
Salaries	$ 2,492,807	$ 736,209	$ 515,678	$ 3,744,694	$ 3,234,291
Donated services	913,115	-	-	913,115	663,746
Payroll taxes and fringe benefits	470,743	144,123	98,256	713,122	561,924
Purchased and contracted services	120,332	122,337	16,383	259,052	263,813
Staff training	3,567	4,595	5,149	13,311	7,059
Recruitment	1,566	2,314	-	3,880	11,032
Total personnel and related	4,002,130	1,009,578	635,466	5,647,174	4,741,865
Occupancy:					
Rent and utilities	417,070	50,445	54,643	522,158	517,951
Depreciation	151,394	34,316	16,148	201,858	190,088
Equipment rental	16,393	968	780	18,141	13,995
Repairs and maintenance	9,561	6,899	-	16,460	2,256
Total occupancy	594,418	92,628	71,571	758,617	724,290
Other:					
Client assistance	717,364	-	-	717,364	493,744
Special events	-	-	295,880	295,880	161,215
Donated goods	148,998	-	-	148,998	125,032
Professional fees	-	98,348	-	98,348	137,752
Depreciation	63,141	9,340	8,597	81,078	65,236
Supplies and materials	68,263	9,168	2,418	79,849	70,169
Travel, meetings and conferences	41,013	22,603	12,626	76,242	76,958
Service charges	7,305	51,894	14,813	74,012	55,732
Telephone	64,461	3,366	4,612	72,439	63,547
Insurance	17,079	35,686	-	52,765	52,866
Dues and subscriptions	9,780	14,555	11,687	36,022	21,732
Printing	8,587	117	15,067	23,771	18,772
Advertising	16,049	-	1,041	17,090	7,281
Postage	4,872	1,841	6,199	12,912	8,643
Storage	9,661	334	-	9,995	10,297
Miscellaneous	4,169	1,806	-	5,975	423
Total other	1,180,742	249,058	372,940	1,802,740	1,369,399
Total expenses	$ 5,777,290	$ 1,351,264	$ 1,079,977	$ 8,208,531	$ 6,835,554

The accompanying notes are an integral part of these statements.

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INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statement of Functional Expenses
For the Year Ended September 30, 2018

	Program Services	General and Adminis-trative	Fundraising	Total
Personnel and Related:				
Salaries	$ 2,102,635	$ 788,954	$ 342,702	$ 3,234,291
Donated services	663,746	-	-	663,746
Payroll taxes and fringe benefits	362,396	141,272	58,256	561,924
Purchased and contracted services	88,022	103,633	72,158	263,813
Staff training	3,345	1,335	2,379	7,059
Recruitment	6,433	4,599	-	11,032
Total personnel and related	3,226,577	1,039,793	475,495	4,741,865
Occupancy:				
Rent and utilities	412,452	61,743	43,756	517,951
Depreciation	142,567	32,315	15,206	190,088
Equipment rental	11,602	1,561	832	13,995
Repairs and maintenance	143	2,113	-	2,256
Total occupancy	566,764	97,732	59,794	724,290
Other:				
Client assistance	493,744	-	-	493,744
Special events	-	-	161,215	161,215
Donated goods	125,032	-	-	125,032
Professional fees	-	137,752	-	137,752
Depreciation	45,587	9,444	10,205	65,236
Supplies and materials	40,413	27,232	2,524	70,169
Travel, meetings and conferences	51,564	18,446	6,948	76,958
Service charges	12,220	31,301	12,211	55,732
Telephone	56,080	4,177	3,290	63,547
Insurance	17,753	35,113	-	52,866
Dues and subscriptions	5,394	4,262	12,076	21,732
Printing	2,964	100	15,708	18,772
Advertising	5,556	-	1,725	7,281
Postage	4,300	1,414	2,929	8,643
Storage	10,297	-	-	10,297
Miscellaneous	-	423	-	423
Total other	870,904	269,664	228,831	1,369,399
Total expenses	$ 4,664,245	$ 1,407,189	$ 764,120	$ 6,835,554

The accompanying notes are an integral part of these statements.

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1. OPERATIONS AND NONPROFIT STATUS

International Institute of New England, Inc. (the Institute) is a nonprofit organization that provides assistance to the immigrant and refugee populations of Massachusetts and New Hampshire. In fiscal years 2019 and 2018, there were approximately 2,500 and 1,800 unduplicated people, respectively, from approximately 100 countries that benefited from the Institute's services, gaining the knowledge and skills necessary for their integration into American life. The Institute's services include English and literacy classes, citizenship education, job training and placement, legal aid and counseling services, and case management.

The Institute is exempt from Federal income taxes as an organization (not a private foundation) formed for charitable purposes under Section 501(c)(3) of the Internal Revenue Code (IRC). The Institute is also exempt from state income taxes. Contributions made to the Institute are deductible by donors within the requirements of the IRC.

2. SIGNIFICANT ACCOUNTING POLICIES

The Institute prepares its financial statements in accordance with generally accepted accounting standards and principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Adoption of New Accounting Standard

During fiscal year 2019, the Institute adopted FASB's Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities.* This ASU modified the current guidance over several criteria, of which the following affected the Institute's financial statements:

- Net assets are segregated into two categories, "with donor restrictions" and "without donor restrictions", as opposed to the previous requirement of three classes of net assets (see page 11).
- Qualitative and quantitative information relating to management of liquidity and the availability of financial assets to cover short-term cash needs within one year from the statement of financial position date (see Note 10).
- A more detailed explanation of the methods used to allocate costs among program and supporting services (see page 9).

The adoption of this ASU did not impact the Institute's net asset classes, results of operations, or cash flows for the year ended September 30, 2018. This ASU has been applied retrospectively to all periods presented. In accordance with the ASU, the Institute has elected to omit disclosures about liquidity and availability of resources for fiscal year 2018.

Statements of Activities and Changes in Net Assets

Transactions deemed by management to be ongoing, major, or central to the provision of program services are reported as revenues and expenses in the accompanying statements of activities and changes in net assets. Non-operating activity includes net investment gains and a loss on disposal of property and equipment.

Estimates

The preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

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2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment and Depreciation

Property and equipment are recorded at cost when purchased or at fair value at the date of donation. Property and equipment are depreciated using the straight-line method over the following estimated useful lives:

	Estimated Useful Life	2019	2018
Leasehold improvements	Lesser of life of lease or 10 years	$ 1,928,778	$ 1,891,175
Furniture and equipment	3 - 10 years	589,571	525,374
Vehicles	5 years	23,064	23,064
		2,541,413	2,439,613
Less - accumulated depreciation		813,219	544,189
Net property and equipment		$ 1,728,194	$ 1,895,424

Depreciation expense was $282,936 and $255,324 for the years ended September 30, 2019 and 2018, respectively.

Allowance for Doubtful Accounts

The allowance for doubtful accounts is recorded based on management's analysis of specific accounts and their estimate of amounts that may be uncollectible, if any. No allowance for doubtful accounts was deemed necessary as of September 30, 2019 or 2018.

Cash

For the purpose of the statements of cash flows, cash does not include cash held in the investment portfolio.

Fair Value Measurements

The Institute follows the accounting and disclosure standards pertaining to ASC Topic, *Fair Value Measurements,* for qualifying assets and liabilities. Fair value is defined as the price that the Institute would receive upon selling an asset or pay to settle a liability in an orderly transaction between market participants.

The Institute uses a framework for measuring fair value that includes a hierarchy that categorizes and prioritizes the sources used to measure and disclose fair value. This hierarchy is broken down into three levels based on inputs that market participants would use in valuing the financial instruments based on market data obtained from sources independent of the Institute. Inputs refer broadly to the assumptions that market participants would use in pricing the financial instrument, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the financial instrument developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset developed based on the best information available.

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2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fair Value Measurements (Continued)

The three-tier hierarchy of inputs is as follows:

Level 1 - Inputs that reflect unadjusted quoted prices in active markets for identical assets at the measurement date.

Level 2 - Inputs other than quoted prices that are observable for the asset either directly or indirectly, including inputs in markets that are not considered to be active.

Level 3 - Inputs that are unobservable and which require significant judgment or estimation.

An asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement.

Investments

Investments are recorded in the financial statements at fair value. If an investment is directly held by the Institute and an active market with quoted prices exists, the market price of an identical security is used to report fair value. Reported fair values of shares in mutual funds are based on share prices reported by the funds as of the last business day of the fiscal year. The Institute's interest in a limited liability partnership is reported at the net asset value (NAV) reported by fund managers, which is used as a practical expedient to estimate fair value, unless it is probable that all or a portion of the investment will be sold for an amount different from NAV. As of September 30, 2019 and 2018, the Institute had no plans to sell this investment.

Revenue Recognition

Grants and contributions without donor restrictions are recognized as revenue without donor restrictions upon receipt or when unconditionally pledged. Contract service revenue and program service fee revenue are recognized when services are performed and costs are incurred.

Donor restricted grants and contributions are recorded as revenue with donor restrictions when received or unconditionally pledged. When a donor restriction is met (i.e., when a purpose restriction is met or a time restriction ends), net assets with donor restrictions are transferred to net assets without donor restrictions as net assets released from restrictions.

All other revenue is recognized as earned.

Expense Allocations

Program expenses include direct expenses, as well as indirect expenses, which are allocated based upon management's estimate of the percentage attributable to each program.

Certain categories of expenses are attributable to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are personnel and related, which are allocated on the basis of estimates of time and effort; occupancy and depreciation, which are allocated on a square footage basis; and other operating expenses, which are allocated based on management's estimate of usage.

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2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising Costs

Costs incurred for producing and communicating advertising are expensed when incurred and are reflected as advertising on the accompanying statements of functional expenses. Advertising expense was $17,090 and $7,281 for the years ended June 30, 2019 and 2018, respectively.

Donated Goods and Services

The Institute receives donated goods and services in various aspects of its program services. The value of the donated items is based on values assigned or estimates made by the donors. Donated goods include food and clothing; and donated services include legal, teaching, and consulting work. Donated items received were as follows:

	2019	2018
Donated services	$ 913,115	$ 663,746
Donated goods	148,998	125,032
	$ 1,062,113	$ 788,778

The Institute also receives a substantial amount of donated administrative services. Many individuals volunteer their time and perform a variety of tasks that help the Institute accomplish its goals. These services do not meet the criteria for recognition as contributed services under U.S. GAAP and, accordingly, are not included in the accompanying financial statements.

Subsequent Events

Subsequent events have been evaluated through February 11, 2020, which is the date the financial statements were available to be issued. There were no events that met the criteria for recognition or disclosure in the financial statements.

Deferred Revenue

Deferred revenue consists of contract advances. These amounts will be recognized as revenue as the services are provided and costs are incurred.

Income Taxes

The Institute accounts for uncertainty in income taxes in accordance with ASC Topic, *Income Taxes*. This standard clarifies the accounting for uncertainty in tax positions and prescribes a recognition threshold and measurement attribute for the financial statements regarding a tax position taken or expected to be taken in a tax return. The Institute has determined that there are no uncertain tax positions which qualify for either recognition or disclosure in the financial statements at September 30, 2019 or 2018.

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2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net Assets

Net Assets Without Donor Restrictions:

Net assets without donor restrictions are those net resources that bear no external restrictions and are generally available for use by the Institute. The Institute has grouped its net assets without donor restrictions into the following categories:

Operating - represents funds available to carry on the operations of the Institute.

Property and equipment - reflect and account for the activities relating to the Institute's property and equipment, net of related liabilities.

Net Assets With Donor Restrictions:

The Institute receives contributions and grants that are designated by donors for specific purposes or time periods. These contributions are recorded as net assets with donor restrictions until they are either expended for their designated purposes or as the time restrictions lapse. Net assets with donor restrictions as of September 30, 2019 and 2018, are purpose restricted.

3. RETIREMENT PLAN

The Institute has a defined contribution retirement plan covering all eligible employees over the age of twenty-one who have completed a minimum of 1,000 hours of service within each of their first two years of employment. Employee contributions are vested immediately into the plan upon eligibility. The Institute made $74,120 and $43,365 of matching contributions to the plan during the years ended September 30, 2019 and 2018, respectively, which are included in payroll taxes and fringe benefits in the accompanying statements of functional expenses.

4. INVESTMENTS

Investments, which are stated at fair value (see Note 2) in the accompanying statements of financial position, are as follows:

2019	Level 1	Level 2	Level 3	Total
Money market funds	$ 45,216	$ -	$ -	$ 45,216
Mutual funds:				
Equities	4,431,162	-	-	4,431,162
Fixed income	1,244,737	-	-	1,244,737
	$ 5,721,115	$ -	$ -	5,721,115
Limited liability partnership (see page 12)				1,268,628
Total investments				$ 6,989,743

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4. INVESTMENTS (Continued)

2018	Level 1	Level 2	Level 3	Total
Money market funds	$ 435,546	$ -	$ -	$ 435,546
Mutual funds:				
Equities	4,307,488	-	-	4,307,488
Fixed income	1,464,108	-	-	1,464,108
	$ 6,207,142	$ -	$ -	6,207,142
Limited liability partnership (see below)				1,188,607
Total investments				$ 7,395,749

In accordance with Accounting Standards Update (ASU) 2015-07, the Institute's investment in a limited liability partnership is valued at fair value using the NAV per share (or its equivalent) practical expedient and has not been classified in the fair value hierarchy. The fair value amounts presented in the above tables are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statements of financial position (see Note 2).

Investments are reported in the accompanying statements of financial position as current or long-term assets based on management's intent with respect to the use of the investments. At September 30, 2019 and 2018, $600,000 and $800,000, respectively, were reported as current investments as management's intent is to use these funds for operations in the subsequent year.

The investments are not insured and are subject to market fluctuation.

5. CONCENTRATIONS

The Institute maintains its cash balances with a couple banks. The Federal Deposit Insurance Corporation (FDIC) insures balances at each bank up to certain amounts. At certain times during the year, cash balances exceeded the insured amounts. The Institute has supplemental coverage at one bank, which insures the portion of deposits in excess of the FDIC's limit. The Institute has not experienced any losses in such accounts. Management believes the Institute is not exposed to any significant credit risk on its operating cash balance.

Funding agencies and donors exceeding 10% of the Institute's operating revenue and support (excluding donated goods and services) or contracts, contributions and other receivables as of and for the years ended September 30, 2019 and 2018, are as follows:

Funder	Operating Revenue and Support %		Contracts, Contributions and Other Receivables %	
	2019	2018	2019	2018
Commonwealth of Massachusetts	17%	18%	19%	21%
U.S. Committee for Refugees and Immigrants	16%	16%	18%	6%
State of New Hampshire	7%	10%	6%	7%
Private Donor	- %	2%	- %	14%

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6. FUNDING

The Institute received approximately $2,640,000 and $2,288,000 of its funding from government agencies for the years ended September 30, 2019 and 2018, respectively, all of which are subject to audit by the specific government agency. In the opinion of management, the results of such audits, if any, will not have a material effect on the financial position of the Institute as of September 30, 2019 and 2018, or on the changes in its net assets for the years then ended.

7. LEASE AGREEMENTS

The Institute leases its main office space in Boston, Massachusetts under an agreement that runs through July 2026. Monthly lease payments for fiscal years 2019 and 2018 were approximately $41,000 and $40,000, respectively, and increase throughout the term of the lease. The Institute records rent on a straight-line basis over the term of the lease. The difference between the monthly lease payments and the related rent expense for a given year is recorded as deferred rent. The straight-line rent expense combines the escalation amounts and an initial three month rent free period. At September 30, 2019 and 2018, deferred rent was $211,193 and $194,249, respectively, and is included in deferred rent and lease incentive in the accompanying statements of financial position.

The lease agreement also included a tenant improvement allowance of $1,107,822 in the form of a reimbursement for construction and related costs incurred by the Institute for leasehold improvements. This improvement allowance is reported as a liability and is being amortized over the lease term. The improvement allowance is included in deferred rent and lease incentives in the accompanying statements of financial position. Amortization of the lease incentive was $110,784 during each of the years ended September 30, 2019 and 2018, and is netted with rent and utilities in the accompanying statements of functional expenses.

The Institute leases program and administrative space under various operating leases and tenant-at-will agreements. These leases expire at various dates through January 2025. The leases require the Institute to maintain certain insurance coverage and pay for its proportionate share of real estate taxes and operating expenses.

Facility rent expense under all leases was approximately $500,000 and $494,000 for the years ended September 30, 2019 and 2018, respectively, which is included in rent and utilities in the accompanying statements of functional expenses.

The Institute also has a copier lease with monthly payments through June 2022.

Future minimum lease payments under the lease agreements for the next five fiscal years are as follows:

2020	$ 622,396
2021	$ 617,014
2022	$ 587,850
2023	$ 557,880
2024	$ 553,247

8. RELATED PARTY TRANSACTIONS

The Institute's President and Chief Executive Officer (CEO) is also a member of the Board of Directors. Compensation and employee benefits for services provided as the President and CEO are determined by the independent members of the Board of Directors and are based on performance objectives.

The Institute's Chief Financial Officer is also the Institute's Treasurer.

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9. FUNDS HELD FOR OTHERS

Funds held for others represent amounts held by the Institute on behalf of another agency. This arrangement ended during fiscal year 2019.

10. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Institute's financial assets available within one year from the statement of financial position date for general operating expenses are as follows:

Financial assets:	
Cash	$ 303,109
Short-term investments	600,000
Contracts, contributions and other receivables	940,079
	1,843,188
Less - purpose restricted cash and grants receivable	138,660
Total financial assets and liquidity resources available within one year	$ 1,704,528

The Institute is substantially supported by grants and contributions without donor restrictions and contract service revenue. As part of the Institute's liquidity management, the Institute has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

11. RECLASSIFICATIONS

Certain amounts in the fiscal year 2018 financial statements have been reclassified to conform with the fiscal year 2019 presentation.

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International Institute of New England

List of Board of Directors

Board of Directors

Zoltan Csimma, Chair

Christina Bai

Tara Chynoweth

Ginger Gregory

Avak Kahvejian, Ph.D.

Daniel Arrigg Koh

William Krause

Shari Loessberg

Bopha Malone

Theo Melas-Kyriazi

Frederic Millham, M.D.

Deborah Shufrin

Ourania Tatsis, Ph.D

Jeffrey Thielman, President and CEO

Rita McDonough, CFO, Treasurer

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Elsy Cipriani, MPA

EXPERIENCE

International Institute of New England, Manchester, NH –Managing Director / June 2019 – Present

- Responsible for the planning, development, and implementation of all programs, including grant and contract development, reporting, and policy setting for program activities.
- Assess and evaluate program effectiveness and outcomes to ensure responsiveness to client needs. Work with program staff to implement program modifications to reflect contractual regulations, client needs, and the IINE mission and goals.
- Develop new programming in the areas of youth sports and academics, as well as adult education, employment, skills training, community services, and citizenship that are financially sustainable.
- Provide professional development opportunities that align with staff needs, contractual regulations, and programmatic needs.
- Build and maintain relationships and partnerships with community-based and student-serving organizations in New Hampshire.

Heading Home, Boston, MA — Senior Director of Programs
August 2018 – July 2019

- Built and guided a diverse team of professionals towards aggressive goals while maintaining positive team culture, particularly during times of organizational growth and change.
- Responsible for the designing and implementation of tracking, monitoring and evaluation systems for all agency's programs.
- Ensured programs operate within the approved budgets and grant agreements as well as monitoring and approving all budgeted program expenditures.
- Collaborated with community partners and the State to make positive improvements towards the Emergency Assistance system in Massachusetts.

Heading Home, Boston, MA — Director of Family Services
July 2016 – July 2018

- Provided regular supervision, support, and personalized professional development for all Youth and Family Services programs staff.
- Oversaw the delivery of client services, evaluated programs impact and recommended program/policy changes.
- Collaborated with the COO and Data Team to develop and implement the tracking of process and outcome data for the Family Services portfolio of programs.

SKILLS

Wide experience in program management and development.

Successful record working together with and managing multicultural teams.

High commitment to work with and serve vulnerable populations.

EDUCATION

Master in Public Administration
Strayer University

BA, Economics Pontificia Universidad Católica del Ecuador 2005

LANGUAGES

English and Spanish

AWARDS AND PUBLICATIONS

Hispanic Heritage Award 2018. Award provided by the Boston City Council for my work with Latino communities in Boston.

Paradigmas del Refugio Colombiano en Quito. Jesuit Refugee Service 2006.

Colombia más allá de la migración: El refugio humanitario. Jesuit Refugee Services 2004.

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- Represented Heading Home at community meetings, including those sponsored by Homes for Families, United Way, Cambridge Housing Authority and the Department of Housing and Community Development (DHCD).

Boston Public Health Commission, Boston, MA – Director of Planning Council / January 2015 – July 2016

- Managed Planning Council staff and all Council-related activities and act as intermediary between the Planning Council, community, and government.
- Worked to retain and increase participation of current members, and developed recruitment plans to attract new applicants, particularly from underrepresented minority communities.
- Developed funding streams and needs assessment reports, and participated heavily in the drafting of yearly grant applications.
- Coordinated and conducted skill-building trainings for Council members. Researched and recommended new projects and workshops.

Southern Jersey Family Medical Centers, Hammonton, NJ – Community Programs Manager / September 2013 – February 2015

- Designed, implemented and evaluated different community programs with the goal of improving health outcomes among migrant farm workers and other target populations.
- Oversaw the implementation of the Affordable Care Act across 7 community health centers and surrounding communities, through partnerships with local agencies, schools, and businesses.
- Responsible for all programs' fiscal management.
- Managed Mobile Medic logistics, and personnel to make sure we reached out to populations in need in our area of service. This service was targeted primarily to Haitian and Mexican farm workers.

La Casa de Don Pedro, Newark, NJ – Health Services Manager October 2009 – September 2013

- Responsible for the operations and continuous improvement of all community health programs.
- Designed and implemented community programs' curriculums based on target population's needs.
- Developed partnerships with local agencies and schools to support the delivery of our programs.
- Trained and managed programs' staff, interns and volunteers.
- Responsible for fiscal management, and reporting to programs' grantors.

California Rural Legal Assistance, Marysville, CA – Community Worker July 2006 – August 2009

- Identified target population's needs through direct outreach and networking.
- Developed and manage the office's marketing and outreach

VOLUNTEER EXPERIENCE

Vida AfroLatina
2018 to present
Co-Chair for the Board of Advisors.

FC Blazers Soccer League
2015 to 2017
Created marketing materials and support during games.

When and Where I Enter
2012 to 2014
Translated grant applications from Colombia and Ecuador.

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initiatives.

- Designed and delivered educational workshops on health, housing, labor, and consumer rights.

Jesuit Refugee Service, Ecuador - Lead Researcher/Field Office Coordinator
January 2001- October 2005

- Designed and implemented a two years study to determine the living conditions of Colombian refugees in Quito, Ecuador.
- Raised all the necessary funding to implement research study, and the opening of an office to serve refugees in Quito, Ecuador.

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Daniel R. Soucy

EDUCATION

Saint Joseph's University **Philadelphia, PA**
Bachelor of Arts, Phi Beta Kappa Scholar May 2018
International relations and Asian studies majors, history and political science minors
Cumulative GPA: 3.93/4.0

American Institute of Indian Studies **Jaipur, India**
Recipient of the US Department of State's Critical Language Scholarship for Hindi Study June 2017-August 2017

Gokhale Institute of Politics and Economics, Alliance for Global Education **Pune, India**
International relations major and gender studies research assistant August 2016-December 2016

- Maintained a weekly blog for the program in an effort to advertise the program and enhance enrollment

WORK EXPERIENCE

The International Institute of New England **Boston, MA and Manchester, NH**
Case Management and Job Development Specialist January 2020-Present

- Conducts outreach to local officials in an effort to promote equitable public policies for migrant communities
- Organizes and facilitates skill-building programs in order to support client's career aspirations
- Assists clients in applying for public benefits including but not limited to: IRS tax relief, Covid-19 unemployment funding, social security and employment authorization.

The FoodCorps **Penobscot County, Maine**
Service Member, Regional School District 19 July 2019-January 2020

- Educated primary and secondary school students on healthy eating and garden-based learning through hands on curricula including but not limited to cooking courses and garden-based lessons
- Advocated for policies that incorporate local ingredients into district meal plans and increased budgets for outdoor learning
- Engaged volunteer, staff and students in advocacy efforts through social media campaigns and public forums

American India Foundation **Delhi, India**
Clinton Fellow, Placed with the Aga Khan Foundation August 2018-July 2020

- Designed outreach programsfocused on promoting development projects for the Aga Khan Foundation and USAID
- Advocated for changes in local policing practices and advocated for community interactions to ensure clients safety
- Created a 200-page bilingual curricula and trained community teachers to implement its non-rote methods in Delhi's public schools

International Institute of New England **Manchester, NH**
Case Management Intern April 2016-August 2016

- Secured housing, educational opportunities and federal assistance programs for 20-30 refugee families per month
- Taught English courses to middle school students that utilized interactive, community-engaged activities

World Affairs Council **Philadelphia, PA**
Global Smarts Program Intern December 2015 – June 2016

- Researched prevalent issues in international affairs and constructed briefings for staff members about these issues
- Wrote and edited public and private grant application in order to secure funding for public seminars with public policy officials like Secretary of State John Kerry
- Supported and prepared local students to compete in Philadelphia's model United Nations conference

SAINT JOSEPH'S UNIVERSITY WORK EXPERIENCE

Office of Mission **Philadelphia, PA**
Philadelphia Service Immersion Program Director March 2017-March 2018

- Connected students with local policy-makers and the necessary resources to advocate for changes in public policy
- Managed a $30,275 budget to partner incoming Freshmen with not-for-profit institutions before the academic year

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- Recruited and selected 29 upperclassmen from 120 applications to lead freshmen in service and reflection

Office of Admissions **Philadelphia, PA**
Tour Guide April 2015 – May 2018
- Informed prospective students about university information and guided weekly tours
- Created informational advertisements and wrote letters to attract prospective students to Saint Joseph's

Sister's of Saint Joseph's Welcome Center **Philadelphia, PA**
English Instructor and Citizenship Instructor September 2015 – February 2018
- Provided classroom instruction to 10-15 adult immigrants and refugees to promote English proficiency and prepare for citizenship examinations

Santisimo Parish **Piura, Peru**
English Instructor and Volunteer January 2016-February 2016
- Instructed 5-hour English courses daily for youth and adult residents based on life in Piura and life in Philadelphia
- Provided basic health services to community members living in local hospice homes and orphanages

EXTERNAL GRANTS/AWARDS

Horticulture Society of America

Donald Samull Classroom Herb Garden Grant Recipient November 2019
- Utilized grant to ensure that elementary school students in Regional School Unit 19 have access to herb gardens

Institute of International Education Topical Seminar on Innovation September 2019
Tuition Scholarship Recipient
- Attended seminars focused on utilizing public advocacy and entrepreneurship initiatives as means of promoting international and domestic development initiatives.

US Department of State: Critical Language Scholarship Summer 2017
- 8-week intensive Hindi language immersion program

University of Pennsylvania STARTALK Scholarship Summer 2016
- 8 week intensive Hindi language program

ACADEMIC GRANTS/AWARDS

Best University Undergraduate or Graduate Honors Thesis May 2018
- Conducted oral historical research and quantitative data analysis of resettlement patterns to compare current and 20th century South Asian student experiences in Philadelphia

University Scholarship Recipient December 2013-Present

CSA Award for Outstanding Student Research Summer 2016
- Presented on the cause of alterations in the Sino-Indian Relationship from 1997-2004

Nealis Program for Asian Studies: Annual Essay Competition Winner January 2016

PUBLICATIONS

- *New Hampshire Union Leader*, "Don't forget the Crisis facing our Students." June 18, 2020. https://www.unionleader.com/opinion/op-eds/daniel-soucy-don-t-forget-the-crisis-facing-students/article_40e11220-07c8-5e3b-a42e-4b8ea8242a5a.html.
- *People Powered Partnerships* "Learning Locally: The Benefits of Heritage-Focused Curricula." June 2019. https://aif.org/wp-content/uploads/2019/06/People-Powered-Partnerships-Vol-2.pdfHONOR SOCIETIES
- *Community Across Cuisines: Flavorful Stories and Recipes.* June 2019. https://aif.org/wp-content/uploads/2019/06/Community-Across-Cuisines-Cooking-Across-Cultures-Flavorful-Stories-Recipes_2018-19.pdf
- *American India Foundation*, Development-oriented blog, June 2018-July 2019. https://aif.org/author/daniel-robert-soucy/

HONOR SOCIETIES

Phi Beta Kappa: One of 8 Saint Joseph's University students inducted as a junior May 2017
Pi Sigma Alpha (Political Science Honor Society) May 2017
Sigma Iota Rho Chapter President (International Relations Honor Society) May 2016
- Only member inducted as an undergraduate sophomore

LANGUAGES

Hindi: ACTFL OPI Rating: Intermediate-High
Mandarin: One year of university-level instruction

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Jackson Efuta

Objective

To find a case management position working with refugees in Manchester, NH.

Work Experience

Case Aide/Cultural Broker, International Institute of New England
Manchester, NH July 2019 – present

- Provide case management support to the Program Staff at the Manchester, NH office.
- Meet regularly with newly-arrived refugees to assist them with learning how to pay rent, go to DHHS, going to doctor's appointments, paying bills, and any other needs they have to become self-sufficient.
- Interpret between English, Swahili, and Kinyarwanda.

Team Lead – Truck Loader, Cintas
Manchester, NH April 2019 - present

- Promoted to yard team lead within four months due to high quality work
- Supervise six truck unloaders and three truck loaders between two locations.
- Ensure trucks are loaded and unloaded correctly and all keys are kept in their proper place.

Truck Loader, Cintas
Manchester, NH January 2019 – April 2019

- Carefully loaded trucks with mats, boxes, and garments
- Followed all safety regulations as mandated by the company
- Ensured trucks were operating efficiently and reported any problems to the supervisor.

Taxi Driver, Self-Employed
Uganda 2015-2017

- Created own taxi driving business to meet the demands of local community.
- Drove people to and from their desired locations.
- Provided strong customer service to clients

Farmer, Self-Employed
Uganda 2009-2015

- Grew maize and beans for the family farm.
- Led a team of nine people to reach farm production goals.
- Sold harvest at the local market

Education

High School Diploma, Bujubuli Secondary School, Uganda • 2011-2014

Skills

Flexible, dependable, punctual, positive, good interpersonal skills, hardworking, motivated, detail-oriented

Language Proficiency

English (advanced), Swahili (fluent), Kinyarwanda (fluent), Kirundi (advanced)

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CONTRACTOR NAME: INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Elsy Cipriani	Manchester Program Director	$85,000	13%	$11,050
Jackson Efuta	Case Specialist, Community Services	$39,520	98%	$38,730
Daniel Soucy	Job Developer	$39,000	19%	$ 7,410

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

September 22, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing **Sole Source** contract with Community Health Access Network (VC #162256-B001), Newmarket, NH, to continue improving prevention and management of diabetes, prediabetes, high blood pressure, high cholesterol and arthritis, by exercising a contract renewal option by increasing the price limitation by $1,300,000 from $892,078 to $2,192,078 and extending the completion date from June 29, 2021 to June 30, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on January 23, 2019, item #29 and most recently amended with Governor and Council approval on March 25, 2020, item #20.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902010-1227 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMBINED CHRONIC DISEASE

State Fiscal Year	Class/ Object	Class Title	Activity Code	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Services	90017317	$110,000	$0	$110,000
2019	102-500731	Contracts for Program Services	90017417	$140,000	$0	$140,000
2020	102-500731	Contracts for Program Services	90017003	$181,039	$0	$181,039
2020	102-500731	Contracts for Program Services	90017002	$181,039	$0	$181,039
2021	102-500731	Contracts for Program Services	90017003	$140,000	$250,000	$390,000
2021	102-500731	Contracts for Program Services	90017002	$140,000	$180,000	$320,000

2022	102-500731	Contracts for Program Services	90017003	$0	$390,000	$390,000
2022	102-500731	Contracts for Program Services	90017002	$0	$320,000	$320,000
			Subtotal	*$892,078*	*$1,140,000*	*$2,032,078*

05-95-90-902010-7046 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ARTHRITIS

State Fiscal Year	Class/ Object	Class Title	Activity Code	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Services	90017717	$0	$0	$0
2020	102-500731	Contracts for Program Services	90017717	$0	$0	$0
2021	102-500731	Contracts for Program Services	90017717	$0	$50,000	$50,000
2022	102-500731	Contracts for Program Services	90017717	$0	$50,000	$50,000
			Subtotal	*$0*	*$100,000*	*$100,000*

05-95-90-902010-7045 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WISEWOMAN

State Fiscal Year	Class/ Object	Class Title	Activity Code	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Services	90007045	$0	$0	$0
2020	102-500731	Contracts for Program Services	90007045	$0	$0	$0
2021	102-500731	Contracts for Program Services	90007045	$0	$30,000	$30,000
2022	102-500731	Contracts for Program Services	90007045	$0	$30,000	$30,000
			Subtotal	*$0*	*$60,000*	*$60,000*
			TOTAL	**$892,078**	**$1,300,000**	**$2,192,078**

EXPLANATION

This request is **Sole Source** because the Community Health Access Network is New Hampshire's only Health Center Controlled Network, making them uniquely qualified to continue to expand the work that has taken place for the last several years to improve prevention and management of diabetes, prediabetes, high blood pressure, high cholesterol and arthritis. The Contractor supports Federally Qualified Health Centers (FQHCs), including healthcare for the homeless programs by providing specialized training and technical assistance, leveraging shared

resources and offering data analytics expertise to support quality measurement and improvement. They also share and apply key lessons learned across FQHC providers. Contractor sites serve New Hampshire's most vulnerable populations, including nearly 70,000 patients statewide, many of whom are Medicaid recipients.

The purpose of this request is to enhance efforts to maximize the use of healthcare information technology to increase patient engagement in self-management, including telehealth and remote patient monitoring, and use of an easy-to-access patient portal which has become essential during the COVID-19 pandemic. Funding is being added to include a new population for diabetes and heart disease work: uninsured/underinsured women enrolled in the Breast and Cervical Cancer Screening Program (BCCP) who participate in the new, supplemental funded WISEWOMAN program, designed to reduce cardiovascular disease risk. Funding is being added to include screening for physical activity as a vital sign, assessment of patient physical activity and referrals to community based programming to increase physical activity. In addition, arthritis funding is being added to support physical activity as an alternative to medication/opioids for pain management.

The Contractor assisted the Federally Qualified Health Centers to become accredited Diabetes Self-Management Education and Support (DSMES) Programs that provide high quality services through the patients' medical home. This past August, Lamprey Health Care became the first Federally Qualified Health Center to achieve Diabetes Self-Management Education and Support accreditation in New Hampshire, with very few Federally Qualified Health Centers achieving this accreditation at a national level. Additionally, the Contractor supports sites to provide Diabetes Self-Management Education and Support via telehealth, as well as assists the Department with evaluating the new telehealth process for Diabetes Self-Management Education and Support including challenges, facilitators, lessons learned and important tools and resources provided to enhance the patient experience.

The Contractor is leading quality improvement efforts to improve chronic disease clinical quality measures. Eight (8) contractor sites are engaged in a self-measured blood pressure (SMBP) project that includes distribution of blood pressure cuffs to some of New Hampshire's most vulnerable patients, in order to support better self-manage high blood pressure at home.

The Contractor will increase its support of Federally Qualified Health Centers health information technology to continue providing services via telehealth as well as patient supports for remote monitoring of blood pressure, blood glucose, etc. This support has become essential during the COVID-19 pandemic and is expected to continue as the pandemic has likely permanently changed the way healthcare is delivered and how patients expect to engage in their care. Of particular importance is the access to care by vulnerable populations with chronic disease who need to engage in regular appointments, work with allied team members to avoid costly complications and disability associated with poor disease management.

The Contractor will continue to support implementation of the Unite Us platform selected by the Integrated Delivery Networks for bi-directional referrals between clinical and community programs. The goal is to maximize the use of healthcare information technology to increase patient self-management.

The Department will monitor contracted services utilizing the following performance measures:

- Number of pharmacy locations/pharmacists using patient care processes that promote medication management or DSMES for people with diabetes;
- Number and proportion of new accredited/recognized DSMES programs;

- Number of pharmacists engaged in the practice of MTM to promote medication self-management and lifestyle modification for high blood pressure and high cholesterol;
- Percentage of pharmacists engaged in the practice of MTM to promote medication self-management and lifestyle modification for high blood pressure and high cholesterol;
- Number of patients served within healthcare organizations with systems to identify people with prediabetes and refer them to NDPP;
- Number of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure;
- Percentage of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure;
- Number of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program;
- Percentage of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program;
- Number and percentage of patients in health system(s) with a protocol for identifying patients with undiagnosed high blood pressure;
- Number and percentage of patients in health system(s) that have policies or systems to implement a multi-disciplinary team approach to blood pressure control;
- Number and percentage of patients in health care systems implementing new or enhanced team-based approaches or policies to address blood pressure control;
- Number and percentage of patients in health system(s) referred to an appropriate evidence-based prevention or management/program/healthy behavior support service;
- Number and percentage of patients in health system(s) with an implemented community referral system (through bi-directional referrals) for prevention or management programs/healthy behavior support services for people with high risk for cardiovascular disease;
- Number and percentage of patients in health system(s) referred to a evidence-based prevention or management/healthy behavior support service who attend at least one session;
- Number of individuals with diabetes with at least one (1) encounter at an ADA-recognized/ADCES-accredited DSMES program;
- Number of participants enrolled in CDC-recognized lifestyle change programs (NDPPs);
- Number of participants enrolled in the YMCA Blood Pressure Monitoring Program;
- Number of patients enrolled in self-monitoring of blood pressure (SMBP) with clinical support;
- Number and percentage of patients in health system(s) with known high blood pressure who have achieved blood pressure control;
- Number of patients screened for EIM Physical Activity Vital Sign;
- Number of patients diagnosed as inactive; and
- Number of prescriptions generated for exercise.

As referenced in Exhibit C-1 Revisions to General Provisions of the original contract, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the three (3) years available.

Should the Governor and Council not authorize this request, the Department may be unable to support chronic disease clinical quality improvement; referral to evidence-based prevention and management programs and barrier reduction to participation in prevention and management programs by Federally Qualified Health Center patients.

Area served: Statewide

Source of Funds: Federal Funds from the US Department of Health and Human Services, Centers for Disease Control, CFDA #93.426, FAIN NU58DP006515; CFDA #93.945, FAIN NU58DP006448 and CFDA #93.436, FAIN NU58DP006836.

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Diabetes and Heart Disease Clinical Quality Improvement and Referral Contract

This 2nd Amendment to the Diabetes and Heart Disease Clinical Quality Improvement and Referral contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Health Access Network (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 207 S. Main Street, Newmarket, NH 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 23, 2019 (Item #29), as amended on March 25, 2020 (Item #20), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1 Revisions to General Provisions, Paragraph 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,192,078.

3. Modify Exhibit A, Scope of Services by replacing in its entirety with Exhibit A – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, to read:

   1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

      1.1. This contract is funded with 100% federal funds from the Centers for Disease Control and Prevention: Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke, CFDA# 93.426, Federal Award Identification Number (FAIN) NU58DP006515; New Hampshire Public Health Approaches to Addressing Arthritis, CFDA# 93.945, FAIN NU58DP006448; and New Hampshire Well-Integrated Screening and Evaluation for Women Across the Nation (WISEWOMAN) CFDA #93.436, FAIN NU58DP006836.

      1.2 The Contractor agrees to provide the services in Exhibit A – Amendment #2, Scope of Services, in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1 to read:

   2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and in accordance with the approved line items in Exhibit B-1 Budget Sheet through Exhibit B-13 Budget, Amendment #2.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, to add Section 4, to read:
   4) Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
7. Modify Exhibit B-3, Budget Sheet (Amendment #1) by deleting in its entirety.
8. Add Exhibit B-6 Budget, Amendment #2.
9. Add Exhibit B-7 Budget, Amendment #2.
10. Add Exhibit B-8 Budget, Amendment #2.
11. Add Exhibit B-9 Budget, Amendment #2.
12. Add Exhibit B-10 Budget, Amendment #2.
13. Add Exhibit B-11 Budget, Amendment #2.
14. Add Exhibit B-12 Budget, Amendment #2.
15. Add Exhibit B-13 Budget, Amendment #2.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

September 21, 2020
Date

Name: Lisa Morris
Title: Director, Division of Public Health Services

Community Health Access Network

9/18/2020
Date

Name: Joan M. Tulk
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

09/22/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

Scope of Services

1. **Statement of Work**

1.1. The Contractor shall subcontract with a minimum of three (3) primary health care clinics to implement chronic disease prevention and management activities. The chronic diseases include:

1.1.1. Prediabetes;

1.1.2. Diabetes;

1.1.3. High blood pressure (hypertension);

1.1.4. High cholesterol (hypercholesterolemia); and

1.1.5. Arthritis.

1.2. The Contractor shall ensure Diabetes and Heart Disease clinical quality improvement and referral activities apply to the adult patient population eighteen (18) years of age and older served by the partnering primary care clinical sites.

1.3. The Contractor shall provide technical and administrative support to the clinics identified in Subsection 1.1 above. Technical and administrative activities must support:

1.3.1. CVD risk screenings;

1.3.2. Risk reduction counseling;

1.3.3. Health risk assessment;

1.3.4. Medication adherence and follow-up on abnormal values which may include, but are not limited to:

1.3.4.1. Enhancements to the patient portal.

1.3.4.2. Developing screening tools completed by patients prior to appointments.

1.3.4.3. Creating alerts for follow-up counseling and abnormal/alert values, algorithms, registries and other clinical decision supports.

1.3.5. Collaborating with clinical representatives at participating health clinics to adopt standard cardiovascular risk screening tools;

1.3.6. Providing reports to monitor and track clinical data improvements that include:

1.3.6.1. Identification;

1.3.6.2. Management;

1.3.6.3. Treatment; and

1.3.6.4. Outcomes.

1.3.7. Implementing protocols for identifying undiagnosed and uncontrolled:

1.3.7.1. Prediabetes;

1.3.7.2. Diabetes;

1.3.7.3. High blood pressure; and

1.3.7.4. High cholesterol.

1.3.8. Implementing Team-Based Care, a multi-disciplinary team approach, to reduce the risk of CVD that includes, but is not limited to:

1.3.8.1. Engaging non-physician team members to expand follow-up and support expanded health team members in community settings. Non-physician team members may include, but are not limited to:

1.3.8.1.1. Community health workers.

1.3.8.1.2. Social workers.

1.3.8.1.3. Patient navigators.

1.3.8.1.4. Pharmacists.

1.3.8.1.5. Dietitians.

1.3.9. Implementing collaborative Pharmacy Practice Agreements between providers and pharmacists and/or partner with schools of pharmacies to:

1.3.9.1. Provide medication therapy management (MTM);

1.3.9.2. Reduce barriers to understanding the treatment regimen and accessing medication; and

1.3.9.3. Improve medication adherence for patients with newly diagnosed and/or uncontrolled high blood pressure, high cholesterol and diabetes.

1.3.10. Communicating and coordinating care among team members that includes:

1.3.10.1. Coordination of community resource referrals;

1.3.10.2. Evidence-based prevention and management programs/healthy behavior support services; and

1.3.10.3. Clinical services.

1.3.11. Providing support for activities including:

1.3.11.1. Health center assessment;

1.3.11.2. Planning;

1.3.11.3. Training;

1.3.11.4. Implementation; and

1.3.11.5. Sustainability of care teams.

1.3.12. Improving Health Information Technology (HIT) entirely within their existing technology systems and submitting reports of aggregate data only to the Department. No personally identifiable information (PII) or protected health information (PHI) will be shared with the Department;

1.3.13. Assisting with continuous quality improvement efforts that may include, but are not limited to:

1.3.13.1. Facilitating Quality Improvement Team Meetings.

1.3.13.2. Utilizing quality improvement tools that may include, but are not limited to fishbone diagram and 5 Whys.

1.3.14. Tracking pre and post progress on Diabetes and Heart Disease quality measures that quantify healthcare processes, outcomes, and organizational structure;

1.3.15. Assisting with state and federal reporting;

1.3.16. Training and/or scholarships for clinic staff to attend professional meetings;

1.3.17. Development of a sustainability plan;

1.3.18. Increasing care coordination by implementing closed-loop referrals between clinical and community-based programs related to chronic disease prevention and management. The Contractor shall:

1.3.18.1. Build interfaces between the clinics' Electronic Health Record (EHR) and a referral platform.

1.3.18.2. Provide technical support, training and assistance to clinics on workflow redesign.

1.3.18.3. Evaluate implementation in collaboration with the Department's evaluator.

1.3.18.4. Share lessons learned at meetings with key stakeholders of clinical and community-based programs.

1.4. The Contractor shall track the progress of quality improvement initiatives that include, but are not limited to:

1.4.1. Health assessments.

1.4.2. Changes implemented to current processes.

1.4.3. Measurement plan to determine success.

1.4.4. Sustainability plan.

1.5. The Contractor shall offer scholarships to staff of participating clinical sites upon Department approval to promote professional development.

1.6. The Contractor shall provide support that enables the clinical sites to provide or refer to evidence-based disease prevention and management programs and services to the population in Subsection 1.2 above. Support activities include, but are not limited to:

1.6.1. Improving access to and participation in Diabetes Self-Management Education and Support (DSMES) programs that are recognized and/or accredited by the Americans Diabetes Association (ADA) or Association of Diabetes Care and Education Specialists (ADCES) to establish new ADA-recognized/ADCES-accredited DSMES programs which may include, but are not limited to:

1.6.1.1. Linking clinics to resources for recognition and/or accreditation.

1.6.1.2. Providing access to consultants who are certified diabetes educators or other DSMES physical sites accredited/recognized in NH that can assist with the process.

1.6.1.3. Obtaining a license from the ADA or ADCES to recognize and or accredit DSMES programs throughout the state.

1.6.2. Integrating DSMES programs and/or referrals into coordinated care that may include but is not limited to Patient-Centered Medical Homes.

1.6.3. Building EHR-generated or other systems to facilitate and track referrals and enhance decision support.

1.6.4. Working with community and clinical partners as well as patients and caregivers to eliminate barriers to access to increase participation in DSMES programs.

1.6.5. Working with health care providers to increase referrals to DSMES programs for individuals with diabetes.

1.6.6. Assisting clinics with implementing activities that identify individuals with prediabetes to ensure referrals to the National Diabetes Prevention Program (NDPP).

1.6.7. Facilitating systematic referrals of adults with hypertension and/or high blood cholesterol, and arthritis to community programs or resources that include, but are not limited to:

1.6.7.1. YMCA's Blood Pressure Self-Monitoring program.

1.6.7.2. Weight Watchers.

1.6.7.3. Supplemental Nutrition and Assistance Program and Education (SNAP-ED).

1.6.7.4. Expanded Food and Nutrition Education Program (EFNEP).

1.6.7.5. Taking Off Pounds Sensibly (TOPS).

1.6.7.6. Curves Complete.

1.6.7.7. Chronic Disease Self Management Program (CDSMP).

1.6.8. Removing enrollment barriers to programs including, but not limited to, childcare or transportation.

1.7. The Contractor shall track and monitor clinical measures that have shown to improve healthcare quality and identify patients with Cardiovascular Disease (CVD) risk.

1.8. The Contractor shall link community resources and clinical services that support:

1.8.1. Bi-directional referrals;

1.8.2. Self-management; and

1.8.3. Lifestyle change for adults at risk for CVD.

1.9. The Contractor shall:

1.9.1. Work collaboratively with community-based organizations that provide evidence-based prevention and management programs/healthy behavior support services;

1.9.2. Focus on removing enrollment barriers to programs that may include, but are not limited to childcare and transportation;

1.9.3. Enhance or build electronic and/or paper-based systems within the clinics' existing EHR systems that facilitate exchange of information between medical and community-based organizations to support:

1.9.3.1. Medical follow-up;

1.9.3.2. Evidence-based prevention and management programs and/or healthy behavior support services; and

1.9.3.3. Enable tracking of referrals, and other critical support services.

1.9.4. Build interfaces between the clinics' existing EHR systems and a referral platform;

1.9.5. Provide technical support, training and assistance with workflow redesign to clinics;

1.9.6. Evaluate implementation in collaboration with the Department's evaluator;

1.9.7. Share lessons learned through meetings with key stakeholders of clinical sites and community providers;

1.9.8. Utilize health-coaching strategies to ensure participants are engaged in evidence-based prevention and management programs and services in the community;

1.9.9. Collaborate with health care systems and other stakeholders to expand use of tele-health technology to promote disease management and remote patient monitoring with clinical follow-up;

1.9.10. Make referrals to:

1.9.10.1. The NDPP;

1.9.10.2. DSMES programs; and

1.9.10.3. Community programs for high blood pressure and/or high cholesterol.

1.9.11. Implement systems that may include but are not limited to Health Information Technology (HIT) policies and/or protocols for screening, testing and referring adults eighteen (18) years of age and older with prediabetes to NDPP that may include, but are not limited to:

1.9.11.1. Retrospectively screen for and identify clients with prediabetes using EHRs and patient registries and generate health care provider NDPP referral letters for high-risk patients.

1.9.11.2. Embed prediabetes algorithms in the EHR to assist in identifying and referring patients with prediabetes to NDPP.

1.9.11.3. Incorporate prediabetes screening, testing, and referral into the clinical workflow.

1.9.12. Implement systems that may include, but are not limited to, HIT policies and/or protocols that ensure referrals to and participation in

accredited/recognized DSMES programs at the "Four (4) Critical Times," including:

1.9.12.1. At diagnosis;

1.9.12.2. Annually and/or when not meeting treatment targets;

1.9.12.3. When complicating factors develop, and

1.9.12.4. When transitions in life and care occur.

1.9.13. Implement systems that may include, but are not limited, to HIT policies and/or protocols and systematic referral for:

1.9.13.1. Self-measured blood pressure monitoring (SMBP) with clinical support;

1.9.13.2. YMCA Blood Pressure Self-Monitoring Program; and

1.9.13.3. Other Center for Disease Control (CDC) approved programs for high blood pressure and high cholesterol.

1.10. The Contractor shall in collaboration with health care providers implement Exercise is Medicine (EIM) Physical Activity Vital Sign screening, counseling and referrals to evidence-based exercise programs.

1.11. The Contractor shall assist clinics with implementing activities to identify patients with adequate and insufficient physical activity that may include but are not limited to:

1.11.1. Screening patients for physical activity at well office visits.

1.11.2. Documenting physical activity levels in EHR.

1.11.3. Diagnosing patients with physical inactivity where appropriate.

1.11.4. Generating a prescription for exercise to include referring participants to appropriate physical activity programs approved by the Department. Referrals for physical activity:

1.11.4.1. Must include a printed or electronic prescription with location for referral; and

1.11.4.2. May include an electronic referral through the Unite Us platform.

1.11.5. Distributing funds to clinics for start-up costs or incentive payments upon Department approval. Start-up costs may include:

1.11.5.1. Coach or participant teaching materials.

1.11.5.2. Training.

1.11.5.3. Distribution of funds to support a sustainability plan.

1.11.5.4. Program support incentives that do not exceed a monetary value of $20 per EIM participant.

1.12. The Contractor shall ensure clinics have a Department-approved sustainability plan in place prior to the distribution of funds.

1.13. The Contractor shall facilitate programming of automatic clinic referrals, within the clinics' existing EHR systems, to EIM Physical Activity Vital Sign, that includes, but are not limited to:

1.13.1. Implementing electronic capture and storage of physical activity levels using EIM in the EHR.

1.13.2. Creating a clinical decision support flag system to prompt clinics to select one (1) of the physical inactivity supplemental diagnoses.

1.13.3. Creating a re-screen EHR prompt at next annual well office visit for patients with adequate physical activity.

1.13.4. Creating clinical prompts for patients with insufficient physical activity that include, but are not limited to:

1.13.4.1. Triggering clinical decision support flags for ICD10 codes for physical activity supplied by the Department.

1.13.4.2. Triggering patient counseling activities for physical activity, that includes:

1.13.4.2.1. Approval by the Department and practice physicians before implementation;

1.13.4.2.2. Writing at an appropriate reading level for commonly served patient demographics;

1.13.4.2.3. Availability in print and digitally;

1.13.4.2.4. Obtaining patient consent; and

1.13.4.2.5. Educating patients on the benefits of increased physical activity, which includes preventing and/or managing chronic diseases including, but not limited to:

1.13.4.2.5.1. Arthritis.

1.13.4.2.5.2. Heart Disease.

1.13.4.2.5.3. Diabetes.

1.13.4.2.5.4. Obesity.

1.14. The Contractor shall attend annual in-person or electronic web-based meetings. In-person meetings shall take place at a location determined by the Department.

1.15. The Contractor shall participate in monthly in-person, conference-call or electronic web-based meetings with the Department to review contract performance in the areas of, but not limited to:

1.15.1. Activities.

1.15.2. Interventions.

1.15.3. Challenges.

1.15.4. Progress.

1.15.5. Funding.

1.16. The Contractor shall coordinate monthly in-person, conference call or electronic web-based meetings with subcontractors. Meeting topics will include, but are not limited to:

1.16.1. Activities.

1.16.2. Interventions.

1.16.3. Challenges.

1.16.4. Progress.

1.16.5. Funding.

1.17. The Contractor shall submit a DRAFT Work Plan in accordance with the requirements in this Exhibit A, Scope of Services – Amendment #2 of the Contract, and a new DRAFT Work Plan upon any subsequent Amendments to the Scope of Services, for Department approval no later than fifteen (15) calendar days after the amendment Effective Date that includes, but is not limited to:

1.17.1. Performance measures.

1.17.2. Activities.

1.17.3. Staff names, titles and responsibilities.

1.17.4. Timelines.

1.18. The Contractor shall submit the FINAL Work Plan in accordance with the requirements in this Exhibit A, Scope of Services – Amendment #2 of the Contract, and a new FINAL approved Work Plan upon any subsequent Amendments to the Scope of Services, to the Department no later than thirty (30) calendar days after the amendment Effective Date.

1.19. The Contractor shall submit a DRAFT Work Plan on an annual basis, in accordance with Subsection 1.17 above, for Department approval no later than fifteen (15) calendar days after each State Fiscal Year end date.

1.20. The Contractor shall submit a FINAL Work Plan on an annual basis, in accordance with Subsection 1.18 above, for Department approval no later than thirty (30) calendar days after each State Fiscal Year end date.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

3.1. The Contractor shall submit quarterly reports to the Department no later than thirty (30) calendar days after each quarter end date that must include:

3.1.1. A brief narrative of work performed during the prior quarter;

3.1.2. Documented achievements; and

3.1.3. Progress towards meeting the performance measures.

4. Performance Measures

4.1. The Department will monitor Contractor performance based on the following performance measures:

4.1.1. Number of pharmacy locations/pharmacists using patient care processes that promote medication management or DSMES for people with diabetes;

4.1.2. Number and proportion of new accredited/recognized DSMES programs;

4.1.3. Number of pharmacists engaged in the practice of MTM to promote medication self-management and lifestyle modification for high blood pressure and high cholesterol;

4.1.4. Percentage of pharmacists engaged in the practice of MTM to promote medication self-management and lifestyle modification for high blood pressure and high cholesterol;

4.1.5. Number of patients served within healthcare organizations with systems to identify people with prediabetes and refer them to NDPP;

4.1.6. Number of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure;

4.1.7. Percentage of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure;

4.1.8. Number of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program;

4.1.9. Percentage of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program;

4.1.10. Number and percentage of patients in health system(s) with a protocol for identifying patients with undiagnosed high blood pressure;

4.1.11. Number and percentage of WISEWOMAN participants with a protocol for identifying patients with undiagnosed high blood pressure;

4.1.12. Number and percentage of patients in health system(s) that have policies or systems to implement a multi-disciplinary team approach to blood pressure control;

4.1.13. Number and percentage of WISEWOMAN participants within WISEWOMAN providers that have policies or systems to implement a multi-disciplinary team approach to blood pressure control;

4.1.14. Number and percentage of patients in health care systems implementing new or enhanced team-based approaches or policies to address blood pressure control;

4.1.15. Number and percentage of patients in health system(s) referred to an appropriate evidence-based prevention or management/program/healthy behavior support service;

4.1.16. Number and percentage of at-risk women in WISEWOMAN referred to an appropriate prevention or management program/healthy behavior support service;

4.1.17. Number and percentage of patients in health system(s) with an implemented community referral system (through bi-directional referrals) for prevention or management programs/healthy behavior support services for people with high risk for cardiovascular disease;

4.1.18. Number and percentage of WISEWOMAN providers with an implemented community referral system (through bi-directional referrals) for healthy behavior support services for people with high risk for cardiovascular disease;

4.1.19. Number and percentage of patients in health system(s) referred to a evidence-based prevention or management/healthy behavior support service who attend at least one session;

4.1.20. Number and percentage of women in WISEWOMAN referred to a evidence-based prevention or management/healthy behavior support service who attend at least one session;

4.1.21. Number of individuals with diabetes with at least one (1) encounter at an ADA-recognized/ADCES-accredited DSMES program;

4.1.22. Number of WISEWOMAN participants with at least one encounter at an ADA-recognized/ADCES-accredited DSMES program;

4.1.23. Number of participants enrolled in CDC-recognized lifestyle change programs (NDPPs);

4.1.24. Number of WISEWOMAN participants enrolled in CDC-recognized lifestyle change programs (NDPPs);

4.1.25. Number of participants enrolled in the YMCA Blood Pressure Monitoring Program;

4.1.26. Number of WISEWOMAN participants enrolled in YMCA Blood Pressure Monitoring Program;

4.1.27. Number of patients enrolled in self-monitoring of blood pressure (SMBP) with clinical support;

4.1.28. Number of WISEWOMAN participants enrolled in SMBP with clinical support;

4.1.29. Number and percentage of patients in health system(s) with known high blood pressure who have achieved blood pressure control;

4.1.30. Number and percentage of women in WISEWOMAN with known high blood pressure who have achieved or are currently maintaining blood pressure control;

4.1.31. Number of patients screened for EIM Physical Activity Vital Sign;

4.1.32. Number of patients diagnosed as inactive; and

4.1.33. Number of prescriptions generated for exercise.

4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.

4.3. The Contractor may be required to provide other key data and metrics to the Department, including aggregate demographic, performance and service data.

4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

5.3.1. 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, "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."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical 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.

6.1.2. All records must 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.

6.2. 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. 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.

Exhibit B-6 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: Community Health Access Network

Budget Request for: Chronic Disease - Heart Disease
Project Title

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,413.00	$ 5,541.00	$ 60,954.00	$ -	$ -	$ -	$ 55,413.00	$ 5,541.00	$ 60,954.00
2. Employee Benefits	$ 11,083.00	$ 1,108.00	$ 12,191.00	$ -	$ -	$ -	$ 11,083.00	$ 1,108.00	$ 12,191.00
3. Consultants	$ 1,137.00	$ 114.00	$ 1,251.00	$ -	$ -	$ -	$ 1,137.00	$ 114.00	$ 1,251.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -			$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Educational	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -			$ -
6. Travel	$ 123.00	$ 12.00	$ 135.00	$ -	$ -	$ -	$ 123.00	$ 12.00	$ 135.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -			$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -			$ -
11. Staff Education and Training	$ 275.00	$ 28.00	$ 303.00	$ -	$ -	$ -	$ 275.00	$ 28.00	$ 303.00
12. Subcontracts/Agreements	$ 284,171.00	$ 28,417.00	$ 312,588.00	$ -	$ -	$ -	$ 284,171.00	$ 28,417.00	$ 312,588.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -			$ -
13. Other: Reports	$ 2,244.00	$ 224.00	$ 2,468.00	$ -	$ -	$ -	$ 2,244.00	$ 224.00	$ 2,468.00
	$ -	$ -	$ -	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 354,546.00	$ 35,454.00	$ 390,000.00	$ -	$ -	$ -	$ 354,546.00	$ 35,454.00	$ 390,000.00

Indirect As A Percent of Direct 10.0%

Contractor Initials JV

Date 9/18/2020

Exhibit B-7 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: Community Health Access Network

Budget Request for: Chronic Disease - Diabetes
Project Title

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 45,338.00	$ 4,534.00	$ 49,872.00	$ -	$ -	$ -	$ 45,338.00	$ 4,534.00	$ 49,872.00
2. Employee Benefits	$ 9,068.00	$ 907.00	$ 9,975.00	$ -	$ -	$ -	$ 9,068.00	$ 907.00	$ 9,975.00
3. Consultants	$ 930.00	$ 93.00	$ 1,023.00	$ -	$ -	$ -	$ 930.00	$ 93.00	$ 1,023.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 101.00	$ 10.00	$ 111.00	$ -	$ -	$ -	$ 101.00	$ 10.00	$ 111.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 225.00	$ 23.00	$ 248.00	$ -	$ -	$ -	$ 225.00	$ 23.00	$ 248.00
12. Subcontracts/Agreements	$ 232,903.00	$ 23,290.00	$ 256,193.00	$ -	$ -	$ -	$ 232,903.00	$ 23,290.00	$ 256,193.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other: Reports	$ 2,244.00	$ 224.00	$ 2,468.00	$ -	$ -	$ -	$ 2,244.00	$ 224.00	$ 2,468.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 290,909.00	$ 29,091.00	$ 320,000.00	$ -	$ -	$ -	$ 290,909.00	$ 29,091.00	$ 320,000.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials

Date 9/18/2020

Exhibit B-8 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: Community Health Access Network

Budget Request for: Chronic Disease - Arthritis
Project Title

Budget Period: Effective Date - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 3,544.00	$ 354.00	$ 3,898.00	$ -	$ -	$ -	$ 3,544.00	$ 354.00	$ 3,898.00
2. Employee Benefits	$ 709.00	$ 71.00	$ 780.00	$ -	$ -	$ -	$ 709.00	$ 71.00	$ 780.00
3. Consultants	$ 1,216.00	$ 122.00	$ 1,338.00	$ -	$ -	$ -	$ 1,216.00	$ 122.00	$ 1,338.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -			$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Educational	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -			$ -
6. Travel	$ 176.00	$ 17.00	$ 193.00	$ -	$ -	$ -	$ 176.00	$ 17.00	$ 193.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -			$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -			$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -			$ -
12. Subcontracts/Agreements	$ 35,222.00	$ 3,522.00	$ 38,744.00	$ -	$ -	$ -	$ 35,222.00	$ 3,522.00	$ 38,744.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -			$ -
13. Other: Reports	$ 4,488.00	$ 449.00	$ 4,937.00	$ -	$ -	$ -	$ 4,488.00	$ 449.00	$ 4,937.00
	$ -	$ -	$ -	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 45,455.00	$ 4,545.00	$ 50,000.00	$ -	$ -	$ -	$ 45,455.00	$ 4,545.00	$ 50,000.00

Indirect As A Percent of Direct 10.0%

Contractor Initials

Date 9/18/2020

Exhibit B-9 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: Community Health Access Network

Budget Request for: Chronic Disease - WiseWoman
Project Title

Budget Period: Effective Date - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -			$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -			$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -			$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -			$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -			$ -
12. Subcontracts/Agreements	$ 20,541.00	$ 2,054.00	$ 22,595.00	$ -	$ -	$ -	$ 20,541.00	$ 2,054.00	$ 22,595.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -			$ -
13. Other: Reports	$ 6,732.00	$ 673.00	$ 7,405.00	$ -	$ -	$ -	$ 6,732.00	$ 673.00	$ 7,405.00
	$ -	$ -	$ -	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 27,273.00	$ 2,727.00	$ 30,000.00	$ -	$ -	$ -	$ 27,273.00	$ 2,727.00	$ 30,000.00

Indirect As A Percent of Direct 10.0%

Exhibit B-9 Budget - Amendment #2
Community Health Access Network
SS-2019-DPHS-19-DIABE-01-A02

Contractor Initials JT
Date 9/18/2020

Exhibit B-10 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: Community Health Access Network

Budget Request for: Chronic Disease - Heart Disease
Project Title

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 57,297.00	$ 5,730.00	$ 63,027.00	$ -	$ -	$ -	$ 57,297.00	$ 5,730.00	$ 63,027.00
2. Employee Benefits	$ 11,459.00	$ 1,146.00	$ 12,605.00	$ -	$ -	$ -	$ 11,459.00	$ 1,146.00	$ 12,605.00
3. Consultants	$ 1,171.00	$ 117.00	$ 1,288.00	$ -	$ -	$ -	$ 1,171.00	$ 117.00	$ 1,288.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -			$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Educational	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -			$ -
6. Travel	$ 124.00	$ 12.00	$ 136.00	$ -	$ -	$ -	$ 124.00	$ 12.00	$ 136.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -			$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -			$ -
11. Staff Education and Training	$ 275.00	$ 28.00	$ 303.00	$ -	$ -	$ -	$ 275.00	$ 28.00	$ 303.00
12. Subcontracts/Agreements	$ 281,875.00	$ 28,188.00	$ 310,063.00	$ -	$ -	$ -	$ 281,875.00	$ 28,188.00	$ 310,063.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -			$ -
13. Other: Reports	$ 2,244.00	$ 224.00	$ 2,468.00	$ -	$ -	$ -	$ 2,244.00	$ 224.00	$ 2,468.00
	$ -	$ -	$ -	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 354,545.00	$ 35,455.00	$ 390,000.00	$ -	$ -	$ -	$ 354,545.00	$ 35,455.00	$ 390,000.00

Indirect As A Percent of Direct 10.0%

Exhibit B-10, Amendment #2
Community Health Access Network
SS-2019-DPHS-19-DIABE-01-A02

Contractor Initials _____
Date 9/18/2020

Exhibit B-11 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: Community Health Access Network

Budget Request for: Chronic Disease - Diabetes
Project Title

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 45,547.00	$ 4,555.00	$ 50,102.00	$ -	$ -	$ -	$ 45,547.00	$ 4,555.00	$ 50,102.00
2. Employee Benefits	$ 9,109.00	$ 911.00	$ 10,020.00	$ -	$ -	$ -	$ 9,109.00	$ 911.00	$ 10,020.00
3. Consultants	$ 958.00	$ 96.00	$ 1,054.00	$ -	$ -	$ -	$ 958.00	$ 96.00	$ 1,054.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 101.00	$ 10.00	$ 111.00	$ -	$ -	$ -	$ 101.00	$ 10.00	$ 111.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 225.00	$ 22.00	$ 247.00	$ -	$ -	$ -	$ 225.00	$ 22.00	$ 247.00
12. Subcontracts/Agreements	$ 232,625.00	$ 23,263.00	$ 255,888.00	$ -	$ -	$ -	$ 232,625.00	$ 23,263.00	$ 255,888.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other: Reports	$ 2,244.00	$ 224.00	$ 2,468.00	$ -	$ -	$ -	$ 2,244.00	$ 224.00	$ 2,468.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 290,909.00	$ 29,091.00	$ 320,000.00	$ -	$ -	$ -	$ 290,909.00	$ 29,091.00	$ 320,000.00

Indirect As A Percent of Direct 10.0%

Exhibit B-11 Budget, Amendment #2
Community Health Access Network
SS-2019-DPHS-19-DIABE-01-A02

Conctracator Initials JT

Date 9/18/2020

Exhibit B-12 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: Community Health Access Network

Budget Request for: Chronic Disease - Arthritis
Project Title

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 3,650.00	$ 366.00	$ 4,016.00	$ -	$ -	$ -	$ 3,650.00	$ 366.00	$ 4,016.00
2. Employee Benefits	$ 730.00	$ 73.00	$ 803.00	$ -	$ -	$ -	$ 730.00	$ 73.00	$ 803.00
3. Consultants	$ 1,217.00	$ 122.00	$ 1,339.00	$ -	$ -	$ -	$ 1,217.00	$ 122.00	$ 1,339.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -			$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Educational	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -			$ -
6. Travel	$ 176.00	$ 17.00	$ 193.00	$ -	$ -	$ -	$ 176.00	$ 17.00	$ 193.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -			$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -			$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 37,337.00	$ 3,734.00	$ 41,071.00	$ -	$ -	$ -	$ 37,337.00	$ 3,734.00	$ 41,071.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -			$ -
13. Other: Reports	$ 2,244.00	$ 224.00	$ 2,468.00	$ -	$ -	$ -	$ 2,244.00	$ 224.00	$ 2,468.00
	$ -	$ -	$ -	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 45,454.00**	**$ 4,546.00**	**$ 50,000.00**	$ -	$ -	$ -	**$ 45,454.00**	**$ 4,546.00**	**$ 50,000.00**

Indirect As A Percent of Direct 10.0%

Contractor Initials _____

Date 9/18/2020

Exhibit B-13 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: Community Health Access Network

Budget Request for: Chronic Disease - WiseWoman
Project Title

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -			$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -			$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -			$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -			$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 22,785.00	$ 2,278.00	$ 25,063.00	$ -	$ -	$ -	$ 22,785.00	$ 2,278.00	$ 25,063.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -			$ -
13. Other: Reports	$ 4,488.00	$ 449.00	$ 4,937.00	$ -	$ -	$ -	$ 4,488.00	$ 449.00	$ 4,937.00
	$ -	$ -	$ -	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 27,273.00	$ 2,727.00	$ 30,000.00	$ -	$ -	$ -	$ 27,273.00	$ 2,727.00	$ 30,000.00

Indirect As A Percent of Direct 10.0%

Contractor Initials JT

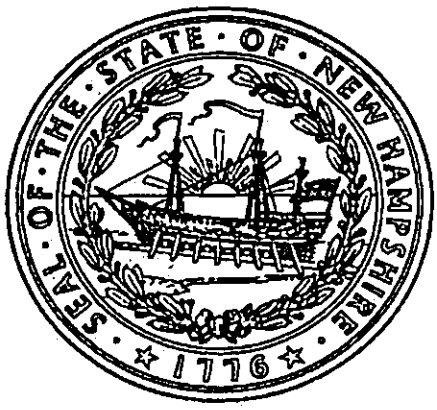
Date 9/18/2020

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 COMMUNITY HEALTH ACCESS NETWORK is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 26, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **248463**
Certificate Number: **0004978457**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of August A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, _Kris McCracken_____, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of _Community Health Access Network_____.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on _August 25___, 2020___, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That __Joan Tulk_____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Community Health Access Network to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 09/01/20

_____
Signature of Elected Officer
Name: Kris McCracken
Title: Chairman of the Board of Directors
Community Health Access Network

COMMHEA-15 ASTOBERT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/10/2020

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 have ADDITIONAL INSURED provisions or 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 License # 1780862
HUB International New England
275 US Route 1
Cumberland Foreside, ME 04110

CONTACT NAME: Lauren Stiles
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Lauren.Stiles@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Fire and Casualty Company	24066
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Community Health Access Network
207 South Main Street
Newmarket, NH 03857

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR			BZA2057177879	7/1/2020	7/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/10/2020

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 SUBROGATIONIS 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 PAYCHEX INSURANCE AGENCY INC 76210705 150 SAWGRASS DRIVE ROCHESTER NY 14620	CONTACT NAME:	
	PHONE (A/C, No, Ext): (877) 266-6850	FAX (A/C, No): (585) 389-7894
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Twin City Fire Insurance Company	29459
INSURED COMMUNITY HEALTH ACCESS NETWOR K 207 S MAIN ST NEWMARKET NH 03857	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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		76 WEG NS8383	01/01/2020	01/01/2021	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$100,000
							E.L. DISEASE -EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
State of NH Department of Health and Human Services 129 PLEASANT ST CONCORD NH 03301-3852	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 Susan L. Castaneda

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Community Health Access Network (CHAN)

Mission Statement

CHAN's mission is to enable our member agencies to develop the programs and resources necessary to assure access to efficient, effective health care for all clients in our communities, particularly the uninsured, Medicaid, and medically underserved populations.

COMMUNITY HEALTH ACCESS NETWORK

FINANCIAL STATEMENTS IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS AND UNIFORM GUIDANCE
SEPTEMBER 30, 2019 AND 2018

COMMUNITY HEALTH ACCESS NETWORK

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September 30, 2019 and 2018

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AAFCPAs
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50 Washington Street
Westborough, MA 01581
508.366.9100
aafcpa.com

Unmodified Opinion on Financial Statements Accompanied by Other Information – Not-For-Profit Entity

Independent Auditor's Report

To the Board of Directors of
Community Health Access Network:

Report on the Financial Statements

We have audited the accompanying financial statements of Community Health Access Network (a New Hampshire corporation, not for profit) (the Organization) which comprise the statements of financial position as of September 30, 2019 and 2018, and the related statements of activities and changes in net assets, cash flows and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to on page one present fairly, in all material respects, the financial position of Community Health Access Network as of September 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As disclosed in Note 2 to the financial statements, in fiscal year 2019, Community Health Access Network adopted Accounting Standards Update No. 2016-14, Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities. Our opinion is not modified with respect to that matter.

Other Matters

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards for the year ended September 30, 2019, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 10, 2020, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

AAFCPAs, Inc.

Westborough, Massachusetts
January 10, 2020

COMMUNITY HEALTH ACCESS NETWORK

Statements of Financial Position
September 30, 2019 and 2018

Assets	**2019**	**2018**
Current Assets:		
Cash	$ 84,067	$ 122,062
Grants and contracts receivable	115,798	108,202
Membership and other receivables, net	36,855	65,738
Prepaid expenses	171,512	113,109
Total current assets	408,232	409,111
Investment in Limited Liability Company	19,100	22,591
Restricted Cash	500,661	516,341
Furniture and Equipment, net	345,179	381,559
Total assets	$ 1,273,172	$ 1,329,602
Liabilities and Net Assets		
Current Liabilities:		
Accounts payable and accrued expenses	$ 151,392	$ 190,680
Deferred revenue	9,334	57,054
Total current liabilities	160,726	247,734
Net Assets:		
Without donor restrictions:		
Operating	266,606	183,968
Furniture and equipment	345,179	381,559
Board designated	500,661	516,341
Total net assets without donor restrictions	1,112,446	1,081,868
Total liabilities and net assets	$ 1,273,172	$ 1,329,602

The accompanying notes are an integral part of these statements.

COMMUNITY HEALTH ACCESS NETWORK

Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2019 and 2018

	2019	2018
Operating Revenue:		
Grant funds used to defray operating expenses	$ 1,319,898	$ 1,452,491
Shared services income	1,185,646	1,093,525
Interest and other income	246,704	168,560
Membership dues	127,527	140,660
Total operating revenue	2,879,775	2,855,236
Operating Expenses:		
Program services	2,743,492	2,780,163
General and administrative	279,267	240,063
Total expenses	3,022,759	3,020,226
Changes in net assets without donor restrictions from operations	(142,984)	(164,990)
Non-Operating Revenue:		
Member and shared services funding for capital acquisitions	177,053	178,289
Grant funding for capital acquisitions	-	77,613
Unrealized gain (loss) on investment in limited liability company	(3,491)	2,292
Changes in net assets without donor restrictions	30,578	93,204
Net Assets Without Donor Restrictions:		
Beginning of year	1,081,868	988,664
End of year	$ 1,112,446	$ 1,081,868

The accompanying notes are an integral part of these statements.

COMMUNITY HEALTH ACCESS NETWORK

Statements of Cash Flows
For the Years Ended September 30, 2019 and 2018

	2019	2018
Cash Flows from Operating Activities:		
Changes in net assets without donor restrictions	$ 30,578	$ 93,204
Adjustments to reconcile changes in net assets without donor restrictions to net cash provided by (used in) operating activities:		
Depreciation	213,433	245,027
Member and shared services funding for capital acquisitions	(177,053)	(178,289)
Grant funding for capital acquisitions	-	(77,613)
Unrealized loss (gain) on investment in limited liability company	3,491	(2,292)
Changes in operating assets and liabilities:		
Grants and contracts receivable	(7,596)	(26,739)
Membership and other receivables	28,883	(5,629)
Prepaid expenses	(58,403)	(17,198)
Accounts payable and accrued expenses	(39,288)	25,805
Deferred revenue	(47,720)	15,795
Net cash provided by (used in) operating activities	(53,675)	72,071
Cash Flows from Investing Activities:		
Acquisition of furniture and equipment	(177,053)	(255,902)
Withdrawals from restricted cash	15,680	10,535
Net cash used in investing activities	(161,373)	(245,367)
Cash Flows from Financing Activities:		
Member and shared services funding for capital acquisitions	177,053	178,289
Grant funding for capital acquisitions	-	77,613
Net cash provided by financing activities	177,053	255,902
Net Change in Cash	(37,995)	82,606
Cash:		
Beginning of year	122,062	39,456
End of year	$ 84,067	$ 122,062

The accompanying notes are an integral part of these statements.

COMMUNITY HEALTH ACCESS NETWORK

Statements of Functional Expenses
For the Years Ended September 30, 2019 and 2018

	2019			2018		
	Total Program Services	General and Adminis-trative	Total	Total Program Services	General and Adminis-trative	Total
Salaries and Related:						
Salaries	$ 575,649	$ 194,885	$ 770,534	$ 561,756	$ 142,499	$ 704,255
Fringe benefits	56,898	19,263	76,161	58,842	14,926	73,768
Payroll taxes	46,052	15,591	61,643	44,940	11,400	56,340
Total salaries and related	678,599	229,739	908,338	665,538	168,825	834,363
Operating Expenses:						
Pass-through expenses	917,672	-	917,672	941,278	25,278	966,556
Computer operations	618,363	-	618,363	597,804	-	597,804
Contracted staff	161,530	-	161,530	159,132	-	159,132
Occupancy	41,867	14,174	56,041	43,399	11,009	54,408
Other	46,790	187	46,977	48,960	198	49,158
Legal and accounting	-	22,942	22,942	-	12,051	12,051
Staff training, conferences and recruiting	21,125	1,541	22,666	30,062	3,240	33,302
Travel and transportation	19,298	2,282	21,580	17,062	11,378	28,440
Insurance	14,006	4,742	18,748	14,739	3,739	18,478
Postage and printing	6,618	2,241	8,859	9,874	2,505	12,379
Telephone	1,826	618	2,444	2,026	514	2,540
Office supplies	2,365	801	3,166	5,226	1,326	6,552
Advertising	-	-	-	36	-	36
Total operating expenses	2,530,059	279,267	2,809,326	2,535,136	240,063	2,775,199
Depreciation	213,433	-	213,433	245,027	-	245,027
Total expenses	$ 2,743,492	$ 279,267	$ 3,022,759	$ 2,780,163	$ 240,063	$ 3,020,226

The accompanying notes are an integral part of these statements.

1. OPERATIONS AND NONPROFIT STATUS

Community Health Access Network (the Organization) is a non-stock, nonprofit corporation organized in New Hampshire. The Organization is a member organization composed of nine members who are nonprofit Federally Qualified Health Center providers. The Organization's primary purpose is to enable member agencies to develop the program and other resources necessary to assure access to efficient, effective quality health care for all clients in agency communities, particularly the uninsured, Medicaid, and medically underserved populations. The Organization hosts a central Electronic Health Record, Practice Management billing system, and a data warehouse to support the member reporting needs and facilitates shared learning of best practices among its members.

The Organization is exempt from Federal income taxes as an organization (not a private foundation) formed for charitable purposes under Section 501(c)(3) of the Internal Revenue Code (IRC). The Organization is also exempt from state income taxes. Donors may deduct contributions made to the Organization within the requirements of the IRC.

2. SIGNIFICANT ACCOUNTING POLICIES

The Organization's financial statements have been prepared in accordance with generally accepted accounting standards and principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Adoption of New Accounting Standard

During fiscal year 2019, the Organization adopted Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities.* This ASU modified the current guidance over several criteria, of which the following affected the Organization's financial statements:

- Net assets are to be segregated into two categories, "with donor restrictions" and "without donor restrictions", as opposed to the previous requirement of three classes of net assets (see page 9).
- Qualitative and quantitative information relating to management of liquidity and the availability of financial assets to cover short-term cash needs within one year from the statement of financial position date (see Note 9).
- A statement of functional expenses has been included within the financial statements for fiscal years 2019 and 2018.
- A more detailed explanation of the methods used to allocate costs among program and general and administrative functions has been included in the notes to the financial statements (see page 8).

The adoption of this ASU did not impact the Organization's net asset balances, change in net assets, or cash flows for the year ended September 30, 2018. This ASU has been applied retrospectively to all periods presented. This ASU provides an option to omit the disclosures about liquidity and availability of resources for the fiscal year 2018 financial statements, which the Organization elected to omit.

Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from these estimates.

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Grants, Contracts, Membership and Other Receivables and Allowance for Doubtful Accounts

The Organization receives grants from various donors and performs contract services. Membership receivables consist of amounts due for membership fees and shared services fees and are recorded as services are provided. The allowance for doubtful accounts is recorded based on management's analysis of specific accounts and their estimate of amounts that may become uncollectible. Accounts are written off against the allowance when they are determined to be uncollectible. The allowance was $500 at September 30, 2019 and 2018.

Furniture and Equipment and Depreciation

Furniture and equipment are recorded at cost when purchased. Donated furniture and equipment are recorded at fair value at the time of the donation. Renewals and betterments are capitalized, while repairs and maintenance are expensed as they are incurred.

Depreciation is computed using the straight-line method over the estimated useful lives of three to five years.

Fair Value Measurements

The Organization follows the accounting and disclosure standards pertaining to *Fair Value Measurements* for qualifying assets and liabilities. Fair value is defined as the price that the Organization would receive upon selling an asset or pay to settle a liability in an orderly transaction between market participants.

The Organization uses a framework for measuring fair value that includes a hierarchy that categorizes and prioritizes the sources used to measure and disclose fair value. This hierarchy is broken down into three levels based on inputs that market participants would use in valuing the financial instruments based on market data obtained from sources independent of the Organization. Inputs refer broadly to the assumptions that market participants would use in pricing the financial instrument, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the financial instrument developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset developed based on the best information available. The three-tier hierarchy of inputs is summarized in the three broad levels as follows:

Level 1: Inputs that reflect unadjusted quoted prices in active markets for identical assets at the measurement date.

Level 2: Inputs other than quoted prices that are observable for the asset either directly or indirectly, including inputs in markets that are not considered to be active.

Level 3: Inputs that are unobservable and which require significant judgment or estimation.

An asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement.

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

FAIR VALUE MEASUREMENTS (Continued)

Investment in Limited Liability Company

The investment in limited liability company (the LLC) represents a 12.5% interest in Primary Health Care Partners, LLC (PHCP) and is recorded on the equity method. Investments are recorded in the financial statements at fair value. The Organization values their investment in the LLC using Level 3 inputs, as the valuation is based on their cost of acquiring the investment plus any gain or loss incurred in the period. The only activity in the investment in the LLC was the Organization's share of unrealized losses of $3,491 and unrealized gains of $2,292 in PHCP for the years ended September 30, 2019 and 2018, respectively. As of December 31, 2019, PHCP ceased operations. Final distributions or settlements are expected to be determined in fiscal year 2020.

All Other Assets and Liabilities

The carrying value of all other qualifying assets and liabilities does not differ materially from its estimated fair value and are considered Level 1 in the fair value hierarchy.

Expense Classification

Certain categories of expenses are attributable to both program services and general and administrative and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are salaries, fringe benefits and payroll taxes, which are allocated on the basis of time and effort; occupancy costs, which are allocated based on square footage; and other expenses, which are allocated based on a pro-rata percentage of the overall expenses of the Organization.

Revenue Recognition

Grant funds used to defray operating expenses are recognized over the period covered by the contract as services are provided and costs are incurred. Membership dues revenue is recorded when earned over the membership period. Shared services income is recognized as services are provided. Contributions and grants without donor restrictions are recorded as revenue when received or unconditionally pledged. All other income is recorded as it is earned.

Contributions and grants with restrictions are recorded as revenues and net assets with donor restrictions when received or unconditionally pledged. Transfers are made to net assets without donor restrictions as costs are incurred or time or program restrictions have lapsed. Donor restricted grants received and satisfied in the same period are included in net assets without donor restrictions.

Deferred Revenue

Deferred revenue consists of membership dues received in advance of the membership effective date and shared services income received in advance of the services provided.

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net Assets

Net assets without donor restrictions

Net assets without donor restrictions represent resources which bear no external donor restrictions and are available to carry out the Organization's programs. Net assets without donor restrictions have been categorized as follows:

Operating - represents funds available to carry on the operations of the Organization.

Furniture and Equipment - reflect and account for the activities relating to the Organization's furniture and equipment, net of related debt, if any.

Board Designated - represents funds set aside by the Board of Directors to fund future capital acquisitions. These funds are included in restricted cash in the accompanying statements of financial position.

Net assets with donor restrictions include amounts received with donor restrictions which have not yet been expended for their designated purposes. There were no net assets with donor restrictions at September 30, 2019 or 2018.

Income Taxes

The Organization accounts for uncertainty in income taxes in accordance with ASC Topic, *Income Taxes*. This standard clarifies the accounting for uncertainty in tax positions and prescribes a recognition threshold and measurement attribute for the financial statements regarding a tax position taken or expected to be taken in a tax return. The Organization has determined that there are no uncertain tax positions which qualify for either recognition or disclosure in the financial statements at September 30, 2019 and 2018. The Organization's information returns are subject to examination by Federal and state jurisdictions.

Funding

The Organization received 93% and 90% of grant funds used to defray operating expenses for the years ended September 30, 2019 and 2018, respectively, from the U.S. Department of Health and Human Services directly, or through subcontract agreements. Grants and contracts receivable are 100% and 99% due from the U.S. Department of Health and Human services at September 30, 2019 and 2018, respectively. Payments to the Organization are subject to audit by the appropriate government agency. In the opinion of management, such audits, if any, will not have a material effect on the financial position of the Organization as of September 30, 2019 and 2018, or on its changes in net assets for the years then ended.

Statements of Activities and Changes in Net Assets

Transactions deemed by management to be ongoing, major, or central to the provision of program services are reported as operating revenue and operating expenses in the accompanying statements of activities and changes in net assets. Non-operating revenue includes unrealized (loss) gain on investment in limited liability company, member and other funding for capital acquisitions.

Subsequent Events

Subsequent events have been evaluated through January 10, 2020, which is the date the financial statements were available to be issued. There were no events that met the criteria for recognition or disclosure in the financial statements, except as noted on page 8.

3. FURNITURE AND EQUIPMENT

Furniture and equipment consist of the following at September 30:

	2019	2018
Equipment	$ 3,099,104	$ 4,065,618
Furniture and fixtures	19,562	22,932
	3,118,666	4,088,550
Less - accumulated depreciation	2,773,487	3,706,991
	$ 345,179	$ 381,559

4. LINE OF CREDIT

The Organization has available up to $50,000 under a line of credit agreement. Borrowings under the agreement are due on demand and interest is payable monthly at the *Wall Street Journal's* prime rate (5.25% and 5.00% at September 30, 2019 and 2018, respectively), plus 1%. The interest rate is subject to a floor of 4.25%. The line of credit is secured by all furniture and equipment and accounts receivable of the Organization. As of September 30, 2019 and 2018, there were no outstanding balances under this agreement. The Organization was in compliance with certain covenants as specified in the agreement as of September 30, 2019 and 2018.

5. FACILITY LEASE

The Organization leases office space from a related party (see Note 8) under an operating lease that expires on September 30, 2021. Total rent expense, including certain utilities and maintenance fees (CAM charges), under the lease was $56,041 and $54,408 for the years ended September 30, 2019 and 2018, respectively, and is shown as occupancy in the accompanying statements of functional expenses. Future approximate annual minimum facility lease payments and CAM charges under this agreement are as follows:

2020	$ 57,800
2021	$ 59,500

6. CONCENTRATION OF CREDIT RISK

The Organization maintains its cash balances in a financial institution in New Hampshire. At certain times during the year, the balances in some of these accounts exceeded the maximum amount of insurance provided by the Federal Deposit Insurance Corporation. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant credit risk on cash.

7. RETIREMENT PLAN

The Organization maintains a tax sheltered annuity plan (TSA) covered under Section 403(b) of the IRC. The Organization contributes 3% to 7% of each employee's annual compensation based on years of service. Retirement contributions totaled $23,947 and $24,524 for the years ended September 30, 2019 and 2018, respectively, which are included in fringe benefits in the accompanying statements of functional expenses.

8. RELATED PARTY

In the normal course of business, the Organization purchases information technology and specific administrative services from certain members. For the years ended September 30, 2019 and 2018, these services totaled $161,530 and $159,132, respectively, which is shown as contracted staff in the accompanying statements of functional expenses. The Organization also leases space from a member (see Note 5).

The Organization's revenue generated from member dues, purchased services and member funded capital acquisitions totaled approximately $1,683,816 and $1,582,000 for the years ended September 30, 2019 and 2018, respectively.

9. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Organization's financial assets available for use within one year from the statement of financial position date are as follows as of September 30, 2019:

Cash	$ 84,067
Grants and contracts receivable	115,798
Membership and other receivables, net of allowance	36,855
Financial assets available to meet cash needs for general expenditures within one year	$ 236,720

The Organization's financial assets are available for use to cover its obligations as they become due. As of September 30, 2019, the Organization has financial assets equal to approximately one month of operating expenses. The Organization also has board designated assets of $500,661 as of September 30, 2019, which are available for use with board approval. Additionally, in the event of an unanticipated liquidity need, management has available a $50,000 line of credit as discussed in Note 4.

COMMUNITY HEALTH ACCESS NETWORK

Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2019

Federal Grantor/ Pass-Through Grantor/ Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures	Expenditures to Subrecipients
U.S. Department of Health and Human Services:				
Direct:				
Health Center Program Cluster:				
Affordable Care Act (ACA) Grants for New and Expanded Services under the Health Center Program	93.527	N/A	$ 991,486	$ 592,698
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement	93.912	N/A	13,628	-
Passed-Through State of New Hampshire, Department of of Health and Human Services:				
Environmental Public Health and Emergency Response	93.070	102-500731/90019004	115,661	-
Assistance Programs for Chronic Disease Prevention and Control	93.945	102-500731/90017417	116,958	-
Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke	93.426	102-500731/90017317	54,377	-
Total Expenditures of Federal Awards			$ 1,292,110	$ 592,698

Note 1. **Basis of Presentation**

The accompanying Schedule of Expenditures of Federal Awards includes the Federal assistance activity of the Organization and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

Note 2. **Indirect Cost Rate**

The Organization has elected to use the 10% deminimis cost rate for its Federal programs.

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Westborough, MA 01581
508.366.9100
aafcpa.com

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

Independent Auditor's Report

To the Board of Directors of
Community Health Access Network:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Health Access Network (the Organization), which comprise the statement of financial position as of September 30, 2019, and the related statements of activities and changes in net assets, cash flows and statements of functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 10, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

AATCPAs, Inc.

Westborough, Massachusetts
January 10, 2020

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Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance

Independent Auditor's Report

To the Board of Directors of
Community Health Access Network:

Report on Compliance for Each Major Federal Program

We have audited Community Health Access Network's (the Organization) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the Organization's major Federal program for the year ended September 30, 2019. The Organization's major Federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the Federal statutes, regulations, and the terms and conditions of its Federal awards applicable to its Federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the Organization's major Federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major Federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major Federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Opinion on Each Major Federal Program

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major Federal program for the year ended September 30, 2019.

Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to on page 15. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on the major Federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major Federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a Federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a Federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

AAFCPAs, Inc.

Westborough, Massachusetts
January 10, 2020

1. SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP: Unmodified

Is a "going concern" emphasis-of-matter paragraph included in the auditor's report?	____	Yes	X	No
Internal control over financial reporting:				
• Material weakness(es) identified?	____	Yes	X	No
• Significant deficiency(ies) identified?	____	Yes	X	None reported
Noncompliance material to financial statements noted?	____	Yes	X	No

Federal Awards

Internal control over the major Federal program:

• Material weakness(es) identified?	____	Yes	X	No
• Significant deficiency(ies) identified?	____	Yes	X	None reported

Type of auditor's report issued on compliance for the major Federal program: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	____	Yes	X	No

Identification of the major Federal program:

Name of Federal Program or Cluster	CFDA Number
Health Center Program Cluster	93.527

Dollar threshold used to distinguish between Type A and Type B programs: $750,000

Auditee qualified as low-risk auditee?	X	Yes	____	No

2. FINANCIAL STATEMENT FINDINGS

None

3. FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None

Community Health Access Network
Board Members

Kris McCracken, Board Chair/President
Amoskeag Health
145 Hollis Street
Manchester, NH 03101
(603) 626-9500 x9513

Russell Keene
Health First Family Care Center
841 Central Street
Franklin, NH 03235
(603) 934-0177 x107

Janet Laatsch
Greater Seacoast Community Health
311 Route 108
Somersworth, NH 03878
(603) 749-2346 x203

Gregory White, Treasurer
Lamprey Health Center
207 South Main Street
Newmarket, NH 03857
603-659-3106 x7214

Meagan Marshall
Shackelford County Community Health Center
725 Pate Street
Albany, TX 76430

Amy Pratte, Secretary
Healthcare for the Homeless, Manchester
Suite LL22, 195 McGregor Street
Manchester, NH 03102

JOAN M. TULK, RN, MPH, CPHIMS

✉ jtulk@chan-nh.org

Skills

PCMH
Strategic Planning
Predictive Modeling
Healthcare Business Intelligence
Clinical Transformation
Quality Improvement
Accountable Care Organization
Population Health
Project Management
Change Management
Care Management
Health Coaching
Process Improvement models – Lean, Six Sigma , PDSA
Meaningful Use
ICD10

Overview

Health Care Leader who leverages expertise in healthcare systems planning and execution, population health management, quality improvement and healthcare business intelligence to accomplish system-wide performance improvement. Demonstrated ability to respond to rapidly changing healthcare environments, to manage high-value projects, maximize available resources and attain outstanding results. Provides creative solutions to customers' challenges.

Experience

COMMUNITY HEALTH ACCESS NETWORK (CHAN), NEWMARKET, NH *present*

Health Center Controlled Network, providing EHR, practice management, business intelligence systems, and quality improvement technical assistance to Federally Qualified Health Centers and Healthcare for Homeless Organizations

QUALITY IMPROVEMENT DIRECTOR

Responsible for the overall administration of the clinical quality improvement program. Advisor to CHAN health center members including: QI best practices and techniques, workflow analysis, Meaningful Use, Patient-Centered Medical Home. Coordination of grant-funded initiatives, oversight of grant subcontractors; reporting and data analysis; Strategic planning for CHAN Quality Improvement Program; Clinical quality liaison with health plans.

CHIEF INFORMATION OFFICER

Responsible for oversight of all general information systems functions, to include long term information systems strategic planning and development.

CAPE COD HEALTHCARE – Hyannis, MA

Integrated Delivery System - two hospitals, commercial lab, physician practices, ACO; >5000 employees. 2013-2015

EXECUTIVE DIRECTOR INFORMATION SYSTEMS

Responsible for all software applications, including multiple EMRs, health information exchange (HIE), patient portals, data integration and business intelligence

Direct staff of ~60

MOFFITT CANCER CENTER AND RESEARCH INSTITUTE – Tampa, FL 2012 to 2013

Academic, Comprehensive Cancer Center – research, teaching, acute care, physician practices

DIRECTOR, APPLICATIONS SYSTEMS

Rapidly took on increased responsibility, from clinical applications to all applications for the Center. Achieved the *"smoothest implementations ever" of Cerner and Siemens* clinical, imaging, management and revenue management systems.

Appointed CIO liaison to the *Alliance of Dedicated Cancer Centers* Quality and Value Committee.

Directed staff of 65+

DARTMOUTH-HITCHCOCK HEALTH – Lebanon, NH 2005 to 2012

Academic medical center and integrated health system.

DIRECTOR, CLINICAL PERFORMANCE MANAGEMENT & PROJECT DIRECTOR FOR CLINICAL TRANSFORMATION/EPIC IMPLEMENTATION

Spearheaded clinical improvement, quality reporting, and pay for performance initiatives. Advisor to performance measurement and reporting staff. Supervised quality managers, care coordinators, health coaches; oversaw patient safety event reporting.

Drove implementation of Epic ambulatory electronic medical records to streamline clinical operations. Lead project management initiatives, recommended workflow changes and oversaw training and the incorporation of clinical protocols. Utilized change management strategies to achieve optimal technology integration into daily clinical practices. Continuously sought methods to optimize EMR capabilities to improve quality and patient safety.

- ***Contributed to success of CMS PGP demonstration project (precursor to Pioneer ACO), achieving multi-million dollar incentive payments by: 1)introduction of risk adjustment models, 2)data integration with external company and development of patient stratification process, 3)development of patient registries and 4) development of care management/health coaching program***

- ***Assisted 26 Primary Care Practices to achieve NCQA Level III PCMH Recognition***
- ***Managed Clinical Transformation collaborative conferences***
- ***Successfully deployed Epic ambulatory electronic medical record (EMR) system and patient portal to support 750+ physicians and their staff, incorporating Clinical Transformation and Medical Home requirements***

DxCG Inc. – Boston, MA 2003 to 2005

For-profit company providing predictive models and healthcare data analytics applications. Currently operating as Verisk Health.

Vice President of Client Solutions

Directed Research, Consulting, Client Support, Software Implementation, and Account Management departments to ensure smooth and streamlined operations. Drove efficiency of technical activities including supervision of data loading/ETL and quality assurance process for 10M+ records. Ensured timely deployment of new software and updates for clients. Developed strategy, defined requirements for care and disease management product. Developed proposals for consulting projects and software contracts. Conducted negotiations. Managed local and remote staff; nationwide implementations.

- ***Improved product development process, coordinating research model development with product management, software development to ensure a successful product roll-out.***
- ***Successfully completed company's first ASP model predictive modeling application, managing product offering plans and SLA development.***
- ***Deployed effective customer relationship management system.***
- ***Oversaw rapid growth, more than doubling the size of the company***
- ***100% customer retention***

Catholic Medical Center – Manchester, NH 1999 through 2003

Acute care hospital with ~330 beds, physician practices and ambulatory surgery center

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Chief Information Officer (CIO) & Vice President

Directed establishment and efficient operation of Information Systems department. Created information systems strategic plans and developed all processes, procedures, and long-term goals. Recruited and developed top-flight Information Technology team encompassing project managers, application and data reporting analysts, programmers, network engineers, telecom professionals, and technical support technicians. Managed multi-million dollar department budget. Instituted process and workflow improvement initiatives to support all IT implementation projects.

Implemented applications to support physician practice management, web-based portals, decision support, diagnostic imaging, laboratory, OR scheduling, capital budgeting, human resources, payroll, general ledger. Supervised design and build of state-of-the-art data center. Managed 50+ staff.

- ***Built Information Systems department from inception creating all policies, practices and goals; managing all hiring.***
- ***Headed project to separate and rebuild all information systems due to hospital de-merger. Successfully separated all applications and networks, on-time, under budget.***
- ***Attained notable cost savings by expertly negotiating multiple software, hardware, and maintenance contracts.***
- ***Created long-term strategy and RFP for clinical information system, spearheading selection process and vendor negotiations.***
- ***Drove implementation of HIPAA requirements for privacy, security, and electronic transactions.***
- ***Developed and installed comprehensive disaster recovery and business continuity plan.***
- ***Oversaw cost-effective design and build of a new data center and network***

Education

Master of Public Health, Health Services Administration –Johns Hopkins School of Hygiene and Public Health

Bachelor of Science in Nursing Boston College – Chestnut Hill, MA

Certified Professional Health Information and Management Systems Health Information and Management Systems
Registered Nurse, Currently licensed in Massachusetts and New Hampshire

Rebecca Woods

Engaging Executive Leader within Operations & Process Improvement. 14+ years' experience contributing to stellar reputations of renowned medical organizations and delivering exceptional customer service in progressive leadership.

Work Experience

President

Bluebird Tech Solutions, LLC - Portsmouth, NH
October 2018 to Present

Healthcare & Information Technology Organization
• IT Consulting
• Healthcare Consulting
• Process Improvement
• Leadership Development
• Project Management
• Practice Renovation
• Executive Strategy Planning
• Web Design
Current Contracts/Clients:
• Community Health, Rutland, VT (2018-present)
• Federally qualified health center: 7 practices (Primary Care, Pediatrics, Behavioral Health & Dental), 60 providers,
• IT Advisor for the executive team.
• Project Manager: Central Access Center
* Scheduling, Referrals, Prior Authorizations, Refills & Triage.
• Project Manager: Office construction redesign for 3 practices
• Diagnostic Imaging upgrade
• Multi-Functional Printer cost savings project
• Microsoft licensing project.
• Downtime Procedures
• Door locking and ID Badge roll out.
• Phone liaison for the organization to the 3rd party vendor
• Phone List updated.

Vice President of Provider Services

LAKES REGION GENERAL HEALTHCARE - Laconia, NH
May 2017 to February 2018

Provide strategic leadership and business planning oversight of organic growth opportunities for 25 ambulatory primary care and specialty practices, encompassing a network of 150+ specialized

providers and 300+ clinical and administrative staff. Cultivate a positive work atmosphere while managing the implementation of policies and protocols to further define the organization's critical objectives. Perform meticulous system analyses and monitor the implementation of changes for a multitude of risk tolerances.
Key Contributions:
• Create new Pediatric practice. Consisting of finding a building, hiring providers, marketing, and the grand opening of the practice.
• Began the creation of moving providers to a compensation program benchmarked from MGMA Corvus
• Oversee programs and rotations for incoming medical students.

Vice President & Chief Information Officer
PORTER MEDICAL CENTER - Middlebury, VT
May 2013 to May 2017

Department oversight of: Information Technology, Medical Records, Central Access Center, Education, Plant Operations, and Compliance
Operated as a leader within a matrix organization of a 25-bed Critical Access Hospital, 13 remote ancillary clinics, and a 100-bed rehabilitation facility; provided guidance for all operations, strategic planning, human resources management, logistics, IT, budgetary, acquisition, and performance optimization initiatives for 1K+ full-time employees. Determined strengths and weaknesses within the development model and made specific recommendations to executive leadership regarding improvements. Responded to a high volume of inquiries, requiring quick critical and analytical thinking and the aptitude to recall complex guidelines:
Key Contributions:
• Focused recognition and appreciation programs, as well as streamlined employee satisfaction tools to gauge success measures of performance.
• Coordinated without patient practices to create a central access center to save $3M+ in one fiscal year.
• Participated in training leaders corporate-wide to ensure everyone understood the importance of integrated projects, attestations, practice optimizations, and audits.
• Advocated for all patient populations by confirming regulations were met at local, state, and federal levels, as well as in compliance with The Joint Commission requirements.

Senior Clinical Applications Analyst
Piedmont Newnan Hospital - Newnan, GA
May 2013 to May 2017

and as an Implementation Specialist at MEDITECH Information Technology, Inc. of Framingham, MA (7+ LAB EMR installs including: Magic, CS and 6.05).

Senior Clinical Analyst & Project Manager
CHILDREN'S HOSPITAL - EAST, TN, US
September 2012 to May 2013

Refined foundational operating philosophies, inclusive of Information Technology software projects and support for clinical modules across the healthcare system. Served as subject matter expert for project implementation initiatives.
Key Contributions:
• Hired top-notch leadership with a focus on overarching quality improvement; resulted in record revenue growth and maximum cost controls.

• Interacted with patients to gain valuable feedback, used to enhance the myriad of services offered and ensure the organization welcomed a diverse audience.
• PHA and LAB focused

Senior Consultant
DELL - Knoxville, TN
April 2008 to September 2012

Provided organizations with the leadership and guidance to implement their EMR the best for their organizations. Provider the clients with as many options within the project guidelines to assist them in the completion of their initiatives.
Key Contributions:
• Managed multi-hospital Software Implementations that also cross state lines and regulations for the laboratory module.

Education

Project Management Certification
University of Villanova - Knoxville, TN
2011

Master of Healthcare Administration & Informatics in Healthcare Administration & Informatics
University of Phoenix - Phoenix, AZ
2009

Bachelor of Science in Communication in Communication
Plymouth State University - Plymouth, NH

Skills

- IT Advisor
- EMR Systems
- Executive Management
- Project Management

Susan Mercier

Practice Management, Clinical Quality Improvement, Patient/Customer Satisfaction, Lean Green Belt

WORK EXPERIENCE

Clinical Quality Coordinator/EMR Training and Product Support

Community Health Access Network - Newmarket, NH - January 2017 – Present

Responsibilities

Work with Federally Qualified Health centers in the State of New Hampshire on Clinical Quality Initiatives to improve patient care and efficiencies, meet clinical measure goals, UDS Measures/Reporting, Patient Centered Medical Home, Meaningful Use and other patient centered quality goals determined by grant work. Work includes, running and monitoring reports, tracking data via charts and audits, workflow assessments within the health centers, Plan Do Check Act (PDSA) cycles with health centers, identifying barriers and improvements in workflow and electronic medical records, creating training programs and materials to support the changes for the EMR training of staff and providers, supporting and troubleshooting EMR issues for health centers.

Accomplishments

Electronic Medical Record Training and problem resolution across multiple sites, beginner in Visual Form Editing, Lean Green Belt

Practice Manager

Vibrant Health - Portsmouth, NH - December 2014 to April 2016

Responsibilities

Manage the practice finances, employees, marketing, compliance, budgeting, patient satisfaction and all other aspects of the practice.

Accomplishments

Put into place processes and protocols to make the office more efficient, while also emphasizing quality patient care.

Skills Used

Utilized people skills to ensure patients feel comfortable and that they are being taken care of in the best way possible.

Practice Manager II

Wentworth Health Partners - October 2011 to April 2014

Manage and oversee two family practice medical offices, performing all functions listed in Practice Manager I position below.

Managed practice that was pilot site for Medical Home accreditation, serve on committee that is implementing policies and protocols as well as training for all staff and providers of multiple medical practices to become JCAHO accredited, consistently working on improvement, collaboration and coordination of quality patient care, completion of Meaningful Use Stage I and Stage II

Practice Manager I

Wentworth Health Partners - May 2007 to October 2011

Oversee staff, providers, patient satisfaction, and all operations in a family practice setting

Interview, hire, train, employee coaching and performance improvement

Plan and coordinate provider, patient and employee schedules, monitor and problem solve no-shows, adjust provider schedules to allow for optimum advanced access and patient care

Plan and adhere to annual office budget, monitor office purchasing and expenses, variance reporting

Process Payroll, monitor staff schedules, monitor overtime and budgeted full time equivalent hours

Conduct monthly staff meetings, liaison between administration and providers, providers and staff

Responsible for achieving the best possible patient satisfaction scores, monitoring and reviewing with staff and providers, making changes/improvements where necessary

Plan and organize practice sponsored community events, such as safety fairs and annual blood drives, all within budget

Provide managerial coverage for other family practice and specialty offices during vacations, leave of absences

Front Desk Coordinator
Wentworth Health Partners - August 2005 to May 2007

August 2005 - May 2007Schedule patient appointments, telephones, customer service
Assisting providers administratively
Maintaining supplies, monitoring budget, staff schedules
Liaison between administration providers and staff

Accounting Assistant
Wentworth Health Partners - October 1998 to June 2005

Purchasing, accounts payable for thirteen medical offices
Processed weekly payroll for approximately 100 employees
Maintain and monitor physician expenses and contracts
Monthly balancing of corporation bank accounts
Creating spreadsheets to track expenses and purchases of practices
Tracking provider productivity monthly

EDUCATION

B.A. in Organizational Management
ASHFORD UNIVERSITY - Clinton, IA

A.A.S. in Business Management/Accounting
UNIVERSITY OF NEW HAMPSHIRE - Durham, NH

CERTIFICATIONS

CMPE
Certified Medical Practice Executive through Medical Group Management Association

ADDITIONAL INFORMATION

SKILLS & ABILITIES

Virence Cenctricity, Visual Forms Editor, Microsoft Excel, Word, Powerpoint, Outlook, QuickBooks, NextGen Electronic Medical Records, Invision, Soarian EDM, Soarian Clinical, Elation Medical Records, Practice Fusion Medical Records, Ultipro, ADP, Lawson, Healthstream, CAS, Kronos

207A South Main Street
Newmarket, NH 03857

603-292-7241
rroosevelt@chan-nh.org

Rebecca Roosevelt

2015-Present CHAN Newmarket, NH

EHR Clinical Systems//Report Manager

- Oversight of EHR system and peripheral modules training program development
- Coordination of EHR Clinical Systems maintenance, to include oversight and mentoring for staff with systems maintenance responsibilities
- Support health centers in realizing both Meaningful Use incentive payments and Patient Centered Medical Home (PCMH) recognition.
- Oversight and management of Reporting Department
- Oversight, design, maintain and troubleshoot clinical and non-clinical reports using Crystal Report writer v8.5 and v9 and v11

Experience

2005-2015 CHAN Newmarket, NH

EHR Clinical Systems Coordinator/Report Specialist

- Train clinical and non-clinical staff to use Centricity EHR
- Coordinate implementation of new software and assist in workflow development
- Support "go-live" periods with on-site and telephone access
- Report Development and maintenance using industry standard software
- Design, maintain and troubleshoot clinical and non-clinical reports using Crystal Report writer v8.5 and v9 and v11
- Support health center members in realizing both MU incentive payments and PMCH recognition.

2000-2005 Appledore Medical Group Portsmouth, NH

Accounts Receivable Manager

- Managed over 1 million dollars in receivables
- Facilitated and analyzed month end reporting
- Recommended and implemented short and long-term work plans for a Central Business office supporting 31 physicians
- Direct supervision of 13 Accounts Receivable Specialists and 2 Reimbursement Analysts
- Physician and mid-level provider billing and coding auditing and education

1998-2000 Atlantic Plastic Surgery Assoc. Portsmouth, NH

Financial Services Representative

- Internal software maintenance
- Daily deposit and reconciliation of journal entries
- Managed Accounts Payable & Accounts Recievable using Quickbooks software
- Monthly Financial reporting to the medical director

- Annual financial reporting to the accountant
- Payroll reporting and tracking

Education

1988-1994 New Hampshire College Portsmouth, NH

Major: Accounting

Relevant Course Work:

- Elementary, Intermediate Accounting I & II
- Cost Accounting I & II

Community Health Access Network
Chronic Disease - Diabetes
Key Personnel
07/01/2020-06/30/2021

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Joan Tulk	Executive Director	$164,468	3.574%	$5,878
Rebecca Woods	Project Director	$114,400	15.194%	$17,382
Susan Mercier	QI Coordinator	$76,440	24.750%	$18,919
Rebecca Roosevelt	Director of Informatics	$92,685	1.499%	$1,389

Community Health Access Network
Chronic Disease - Diabetes
Key Personnel
07/01/2021-06/30/2022

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Joan Tulk	Executive Director	$169,378	3.574%	$6,054
Rebecca Woods	Project Director	$117,832	14.217%	$16,752
Susan Mercier	QI Coordinator	$78,733	24.749%	$19,486
Rebecca Roosevelt	Director of Informatics	$95,465	1.498%	$1,430

Community Health Access Network
Chronic Disease - Heart Disease
Key Personnel
07/01/2020-06/30/2021

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Joan Tulk	Executive Director	$164,468	4.368%	$7,184
Rebecca Woods	Project Director	$114,400	18.570%	$21,244
Susan Mercier	QI Coordinator	$76,440	30.250%	$23,123
Rebecca Roosevelt	Director of Informatics	$92,685	1.831%	$1,697

Community Health Access Network
Chronic Disease - Heart Disease
Key Personnel
07/01/2021-06/30/2022

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Joan Tulk	Executive Director	$169,378	4.369%	$7,400
Rebecca Woods	Project Director	$117,832	1.879%	$2,214
Susan Mercier	QI Coordinator	$78,733	30.250%	$23,817
Rebecca Roosevelt	Director of Informatics	$95,465	1.831%	$1,748

Community Health Access Network
Chronic Disease - Arthritis
Key Personnel
07/01/2020-06/30/2021

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Joan Tulk	Executive Director	$164,468	0.806%	$1,326
Rebecca Woods	Project Director	$114,400	0.653%	$747
Rebecca Roosevelt	Director of Informatics	$92,685	0.806%	$747

Community Health Access Network
Chronic Disease - Arthritis
Key Personnel
07/01/2021-06/30/2022

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Joan Tulk	Executive Director	$169,378	0.806%	$1,366
Rebecca Woods	Project Director	$117,832	0.653%	$769
Rebecca Roosevelt	Director of Informatics	$95,465	0.806%	$769

Community Health Access Network
Chronic Disease - WiseWoman
Key Personnel
07/01/2020-06/30/2021

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
No Personnel Expenses allocated to WiseWoman				

Community Health Access Network
Chronic Disease - WiseWoman
Key Personnel
07/01/2021-06/30/2022

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
No Personnel Expenses allocated to WiseWoman				

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

March 3, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing **sole source** agreement with Community Health Access Network , 207 South Main Street, Newmarket, NH, (Vendor #162256-B001) to improve prevention and management of diabetes, prediabetes, high blood pressure, and high cholesterol by increasing the price limitation by $142,078 from $750,000 to $892,078 with no change to the completion date of June 29, 2021, effective upon Governor and Executive Council approval. 100% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on January 23, 2019 (Item #29).

Funds are available in the following account for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-90-902010-1227 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMBINED CHRONIC DISEASE

State Fiscal Year	Class/ Object	Class Title	Activity Code	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Services	90017317	$110,000	$0	$110,000
2019	102-500731	Contracts for Program Services	90017417	$140,000	$0	$140,000
2020	102-500731	Contracts for Program Services	90017003	$110,000	$30,000	$140,000
2020	102-500731	Contracts for Program Services	90017002	$140,000	$0	$140,000
2020	102-500731	Contracts for Program Services	90017003	$0	$41,039	$41,039
2020	102-500731	Contracts for Program Services	90017002	$0	$41,039	$41,039

2021	102-500731	Contracts for Program Services	90017003	$110,000	$30,000	$140,000
2021	102-500731	Contracts for Program Services	90017002	$140,000	$0	$140,000
			Total	**$750,000**	**$142,078**	**$892,078**

EXPLANATION

This request is **sole source** because Community Health Access Network is New Hampshire's only Health Center Controlled Network, which makes them uniquely qualified to continue to expand the work that has taken place for the last several years to re-design clinic workflow to improve diabetes, prediabetes and high blood pressure and high cholesterol management.

The purpose of this request is to implement a care coordination and closed-loop referral system to connect clinical and community-based organizations for clients that have diabetes, prediabetes and high blood pressure and high cholesterol. By implementing this referral method, the goal is to increase referrals to and participation in evidence-based services, improve efficiency through better coordinations.

Community Health Access Network sites serves approximately 70,000 patients, statewide, many of whom are Medicaid recipients

The original agreement included language in Exhibit C-1 Revisions to General Provisions, Paragraph 3, Renewal, that allows the Depapartment to renew the contract for up to three (3) years, subject to the continued availability of funding, satisfactory performance of services, parties' written authorization and approval from the Governor anad Executive Council. The Department is not exercising a renewal option at this time.

The Community Health Access Network provides technical support, training and assistance with workflow redesign that allows Federally Qualified Health Centers to utilize the platform selected by the Integrated Delivery Networks. The additional funds will support use of healthcare information technology in order to maximize patient self-management.

Currently, Contractor is supporting Federally Qualified Health Centers to become accredited Diabetes Self-Management Education Programs, allowing high quality services to be provided on-site. Federally Qualified Health Centers are working with the Manchester Health Department to develop a value-based payment model to increase enrollment in the National Diabetes Prevention Program and the YMCA Blood Pressure Self-Monitoring Program by underserved popuations. The Contractor is leading quality improvement efforts to improve chronic disease clinical quality measures.

The Department measures the effectiveness of the contracted services throught he following

- The Contractor must provide the number of pharmacists or pharmacies engaged in community clinical linkage work
- The Contractor must provide the number and proportion of new accredited or recognized Diabetes self-management education and support (DSMES) programs.
- The Contractor must provide number of patients served within healthcare organizations with systems to identify people with prediabetes and refer them to National Diabetes Prevention Programs.
- The Contractor must provide the number and percentage of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure.

- The Contractor must provide the number and percentage of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program.
- The Contractor must provide the percentage of clinics that report improving patient engagement by advancing health information technology
- The Contractor must provide the percentage of clinics that report improving care coordination through health information exchange

Should the Governor and Executive Council not authorize this request, the Department may be unable to support chronic disease clinical quality improvement; referral to evidence-based prevention and management programs; and barrier reduction to participation in prevention and management programs by Federally Qualified Health Center patients.

.Area served: Statewide

Source of Funds: 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.426, US. Department of Health and Human Services, CDC, Improving the Health of Americans Through Prevention and Management of Diabetes and Heart Disease and Stroke Cooperative Agreement, Federal Award Identification Number NU58DP006515.

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Diabetes and Heart Disease Clinical Quality Improvement and Referral Contract

This 1st Amendment to the Diabetes and Heart Disease Clinical Quality Improvement and Referral contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Health Access Network, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 207 S Main St Newmarket, NH 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council January 23, 2019, (Item #29),) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $892,078.

2. Modify Exhibit A Scope of Work, Section 2.1 to read as follows:

   2.1. The Contractor shall coordinate an interactive network of clinics through subcontracts or MOUs that will implement Quality Improvement (QI) activities including but not limited to:

   2.1.1. Assisting clinics with utilizing Electronic Health Records (EHR) and Health Information Technology (HIT) to improve patient health outcomes including but not limited to:

   2.1.1.1. Development and implementation of algorithms.

   2.1.1.2. Clinical decision support.

   2.1.1.3. Registries.

   2.1.1.4. Electronic referrals to evidence based programs.

   2.1.1.5. Patient engagement strategies based on clinic needs and

priorities, which may include but are not limited to:

2.1.1.5.1. Portals.

2.1.1.5.2. Mobile health technologies.

2.1.1.5.3. Remote monitoring.

2.1.2. Increasing care coordination by implementing closed-loop referrals between clinical and community-based programs for the prevention and management of diabetes and heart disease. The Contractor shall:

2.1.2.1. Build interfaces between the clinics' electronic health record and a referral platform.

2.1.2.2. Provide technical support, training, and assistance with workflow redesign to clinics.

2.1.2.3. Work with the Department's evaluator to evaluate implementation.

2.1.2.4. Share lessons learned through meetings with key stakeholders, which include, but are not limited to the following:

2.1.2.4.1. Clinics

2.1.2.4.2. Community Providers

2.1.3. Extracting clinical performance data, as approved by the Department, to identify and track progress of continuous QI initiatives.

2.1.4. Reporting performance data outcomes annually, no later than July 30th. .

2.1.5. Recruiting clinics to participate in, coordinate and fund quality improvement projects that lead to measurable improvements in identifying undiagnosed and uncontrolled and management of:

2.1.5.1. Prediabetes

2.1.5.2. Diabetes

2.1.5.3. High blood pressure (hypertension); and

2.1.5.4. High cholesterol (hypercholesterolemia)

3. Modify Exhibit A Scope of Work, Section 5, Performance Measures, to read as follows:

5.1 The Contractor shall identify target and baseline performance measurements with feedback provided by the Department, in the timeframe specified in Section 7, Deliverables, which include but are not limited to:

5.1.1. Number of pharmacists and/or pharmacies engaged in community

clinical linkage work.

5.1.2. Number and proportion of new accredited or recognized DSMES programs.

5.1.3 Number of patients served within healthcare organizations with systems that can identify patients with prediabetes and refer them to National Diabetes Prevention Programs.

5.1.4 Number and percentage of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure.

5.1.5 Percentage of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure.

5.1.6 Number of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program.

5.1.7 Percentage of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program.

5.1.8 Percentage of clinics that report improving patient engagement by advancing health information technology.

5.1.9 Percentage of clinics that report improving care coordination through health information exchange.

4. Modify Exhibit B-2, Budget by replacing it in its entirety with Exhibit B-2, Amendment #1.
5. Modify Exhibit B-3, Budget by replacing it in its entirety with Exhibit B-3, Amendment #1
6. Add Exhibit B-4, Amendment #1.
7. Add Exhibit B-5, Amendment #1.

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

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

State of New Hampshire
Department of Health and Human Services

2/27/20
Date

Name: Lisa Morris
Title: Director

Community Health Access Network

1/30/2020
Date

Name: Joan M. Tulk
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on 1/30/2020, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

STATE OF NEW HAMPSHIRE NOTARY PUBLIC
OFFICIAL SEAL
SUSAN L. MERCIER
NOTARY PUBLIC - NEW HAMPSHIRE
My Comm. Expires Aug. 2022

Name and Title of Notary or Justice of the Peace

My Commission Expires: August 2022

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

OFFICE OF THE ATTORNEY GENERAL

3/16/20
Date

Name:
Title:

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:

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Health Access Network

Budget Request for: Cardiovascular Disease Prevention and Management Strategies

Budget Period: 07/01/2019 - 06/30/2020

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match: Total	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 70,907.00	$ 7,091.00	$ 77,998.00	$ -	$ -	$ -	$ 70,907.00	$ 7,091.00	$ 77,998.00
2. Employee Benefits	$ 14,182.00	$ 1,418.00	$ 15,600.00	$ -	$ -	$ -	$ 14,182.00	$ 1,418.00	$ 15,600.00
3. Consultants	$ 366.00	$ 37.00	$ 403.00	$ -	$ -	$ -	$ 366.00	$ 37.00	$ 403.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 1,619.00	$ 162.00	$ 1,781.00	$ -	$ -	$ -	$ 1,619.00	$ 162.00	$ 1,781.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,263.00	$ 126.00	$ 1,389.00	$ -	$ -	$ -	$ 1,263.00	$ 126.00	$ 1,389.00
12. Subcontracts/Agreements	$ 137,586.00	$ 13,790.00	$ 151,356.00	$ -	$ -	$ -	$ 137,586.00	$ 13,790.00	$ 151,356.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Reports	$ 5,610.00	$ 561.00	$ 6,171.00	$ -	$ -	$ -	$ 5,610.00	$ 561.00	$ 6,171.00
Patient Enrollment Costs	$ 23,000.00	$ 2,300.00	$ 25,300.00	$ -	$ -	$ -	$ 23,000.00	$ 2,300.00	$ 25,300.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 254,545.00	$ 25,455.00	$ 280,000.00	$ -	$ -	$ -	$ 254,545.00	$ 25,455.00	$ 280,000.00

Indirect As A Percent of Direct 10.0%

Contractor Initials [illegible]
Date 1/30/20

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Health Access Network

Budget Request for: Cardiovascular Disease Prevention and Management Strategies

Budget Period: 07/01/2020 - 06/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 73,034.00	$ 7,303.00	$ 80,337.00	$ -	$ -	$ -	$ 73,034.00	$ 7,303.00	$ 80,337.00
2. Employee Benefits	$ 14,607.00	$ 1,461.00	$ 16,068.00	$ -	$ -	$ -	$ 14,607.00	$ 1,461.00	$ 16,068.00
3. Consultants	$ 366.00	$ 37.00	$ 403.00	$ -	$ -	$ -	$ 366.00	$ 37.00	$ 403.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 800.00	$ 80.00	$ 880.00	$ -	$ -	$ -	$ 800.00	$ 80.00	$ 880.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000.00	$ 100.00	$ 1,100.00	$ -	$ -	$ -	$ 1,000.00	$ 100.00	$ 1,100.00
12. Subcontracts/Agreements	$ 139,494.00	$ 13,950.00	$ 153,444.00	$ -	$ -	$ -	$ 139,494.00	$ 13,950.00	$ 153,444.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Reports	$ 2,244.00	$ 224.00	$ 2,468.00	$ -	$ -	$ -	$ 2,244.00	$ 224.00	$ 2,468.00
Patient Enrollment Costs	$ 23,000.00	$ 2,300.00	$ 25,300.00	$ -	$ -	$ -	$ 23,000.00	$ 2,300.00	$ 25,300.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 254,545.00	$ 25,455.00	$ 280,000.00	$ -	$ -	$ -	$ 254,545.00	$ 25,455.00	$ 280,000.00

Indirect As A Percent of Direct 10.0%

Contractor Initials [illegible]
Date 9/30/20

Exhibit B-4, Amendment # 1
Budget Sheet

New Hampshire Department of Health and Human Services

State/Program Name: Community Health Access Network

Budget Request for: Diabetes Disease Prevention and Management Strategies

Contractor Budget from Year 1
Budget Period: 01/01/2020 - 06/30/2020

1. Total Salary/Wages	$ 8,711.00	$ 761.00	$ 9,472.00	$ -	$ -	$ -	$ 8,711.00	$ 761.00	$ 9,472.00
2. Employee Benefits	$ 1,642.00	$ 104.00	$ 1,746.00	$ -	$ -	$ -	$ 1,642.00	$ 104.00	$ 1,746.00
3. Consultants	$ 1,867.00	$ 133.00	$ 2,000.00	$ -	$ -	$ -	$ 1,867.00	$ 133.00	$ 2,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 30.00	$ 3.00	$ 33.00	$ -	$ -	$ -	$ 30.00	$ 3.00	$ 33.00
6. Travel	$ 30.00	$ 3.00	$ 33.00	$ -	$ -	$ -	$ 30.00	$ 3.00	$ 33.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000.00	$ 100.00	$ 1,100.00	$ -	$ -	$ -	$ 1,000.00	$ 100.00	$ 1,100.00
12. Subcontracts/Agreements	$ 14,363.00	$ 1,436.00	$ 15,799.00	$ -	$ -	$ -	$ 14,363.00	$ 1,436.00	$ 15,799.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Research	$ 3,141.00	$ 314.00	$ 3,455.00	$ -	$ -	$ -	$ 3,141.00	$ 314.00	$ 3,455.00
Interface between Lab & Community Educational Partners and/or entity authority	$ 7,355.00	$ 783.00	$ 8,138.00	$ -	$ -	$ -	$ 7,355.00	$ 783.00	$ 8,138.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 37,355.00	$ 3,730.00	$ 41,015.00	$ -	$ -	$ -	$ 37,355.00	$ 3,730.00	$ 41,015.00

Indirect As A Percent of Direct 10.0%

Contractor Initials: [illegible]
Date: 1/30/20

Exhibit B-1, Amendment # 1
Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Health Access Network

Budget Request for: Cardiovascular Disease Prevention and Management Strategies

Carry-over Budget from Year 1

Budget Period: 01/01/2020 - 12/31/2020

Total Program Cost	Contractor Share / Match	Funded by DHHS contract share	Total Program Cost	Contractor Share / Match	Funded by DHHS contract share	Total Program Cost	Contractor Share / Match	Funded by DHHS contract share	Total Program Cost	Contractor Share / Match	Funded by DHHS contract share
1. Total Salaries/Wages	$ 8,711.00	$ 921.00	$ 9,632.00	$ -	$ -	$ -	$ -	$ -	$ 8,711.00	$ 921.00	$ 9,632.00
2. Employee Benefits	$ 1,843.00	$ 304.00	$ 1,148.00	$ -	$ -	$ -	$ -	$ -	$ 1,843.00	$ 304.00	$ 1,148.00
3. Consultants	$ 1,807.00	$ 199.00	$ 2,006.00	$ -	$ -	$ -	$ -	$ -	$ 1,807.00	$ 199.00	$ 2,006.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 34.00	$ 3.00	$ 38.00	$ -	$ -	$ -	$ -	$ -	$ 34.00	$ 3.00	$ 38.00
6. Travel	$ 38.00	$ 3.00	$ 38.00	$ -	$ -	$ -	$ -	$ -	$ 38.00	$ 3.00	$ 38.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,000.00	$ 100.00	$ 1,100.00	$ -	$ -	$ -	$ -	$ -	$ 1,000.00	$ 100.00	$ 1,100.00
12. Subcontracts/Agreements	$ 36,313.00	$ 1,436.00	$ 30,799.00	$ -	$ -	$ -	$ -	$ -	$ 36,313.00	$ 1,436.00	$ 30,799.00
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 3,441.00	$ 321.00	$ 3,450.00	$ -	$ -	$ -	$ -	$ -	$ 3,441.00	$ 321.00	$ 3,450.00
Interface between CHA & Community E-Referral Partners using credit mechanism	$ 7,200.00	$ 940.00	$ 8,140.00	$ -	$ -	$ -	$ -	$ -	$ 7,200.00	$ 940.00	$ 8,140.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 77,365.00	$ 3,729.00	$ 81,094.00	$ -	$ -	$ -	$ -	$ -	$ 77,365.00	$ 3,729.00	$ 81,094.00

Indirect As A Percent of Direct 4.8%

Contractor Initials: [illegible]
Date: 4/30/20

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Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

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

December 7, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a sole source agreement with the Community Health Access Network (CHAN), 207 South Main Street, Newmarket, NH, (Vendor #162256-B001) to improve prevention and management of diabetes, prediabetes, high blood pressure, and high cholesterol in an amount not to exceed $750,000 effective upon Governor and Executive Council approval through June 29, 2021. 100% Federal Funds.

Funds are available in State Fiscal Year 2019 and are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with the ability to adjust amounts within the budgets and encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-90-902010-1227 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMBINED CHRONIC DISEASE

SFY	Class/ Object	Class Title	Activity Code	Total Amount
2019	102-500731	Contracts for Program Services	90017317	$110,000
2019	102-500731	Contracts for Program Services	90017417	$140,000
2020	102-500731	Contracts for Program Services	90017317	$110,000
2020	102-500731	Contracts for Program Services	90017417	$140,000
2021	102-500731	Contracts for Program Services	90017317	$110,000
2021	102-500731	Contracts for Program Services	90017417	$140,000
			Total	**$750,000**

EXPLANATION

This request is **sole source** in order to continue working with CHAN under a new Center for Disease Control and Prevention (CDC) grant that started in September 2018. The contract with CHAN ended in June 2018. DPHS needs to continue and expand work that has taken place for the last four (4) years to re-design clinic workflow to improve diabetes, prediabetes, and high blood pressure management.

For example, sites implemented processes to improve blood pressure control. Under the new grant, projects will expand the focus from improving blood pressure control to identifying undiagnosed high blood pressure and managing high cholesterol, using similar processes developed under the previous contract. Diabetes and prediabetes work would expand to enroll more patients in evidence-based Diabetes Self-Management Education and National Diabetes Prevention Programs. These efforts are supported by the Centers for Disease Control and Prevention (CDC) to improve delivery of care, patient outcomes, and reduce healthcare costs. CHAN is the only entity in the state with this unique relationship with Federally Qualified Health Centers (FQHC).

Underserved populations, including low-income and minority groups, are at increased risk for chronic diseases and associated complications. Services under this contract are offered primarily through a network of FQHCs that reach the underserved. CHAN provides Electronic Health Record system support and leads quality improvement efforts within this network that includes over 67,000 patients' locations throughout the state.

CHAN will manage chronic disease quality improvement projects and work with FQHCs to reach patients with undiagnosed and uncontrolled diabetes, prediabetes, high blood pressure, and high cholesterol, and refer them to evidence-based prevention and management programs, with the goal of improving patient health outcomes and reducing healthcare costs. CHAN will partner with the Manchester Health Department's Chronic Disease Prevention and Neighborhood Health unit to develop partnerships and linkages to care between the local hospitals, medical and behavioral health providers and increase referrals and participation in the above mentioned programs.

This agreement includes Exhibit C-1 Revisions to General Provisions, Paragraph 3, Renewal, which states that the Department reserves the right to extend contract services for up to three (3) additional years contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval from the Governor and Executive Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 29, 2021, and the Department shall not be liable for any payments for services provided after June 29, 2021, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

Should the Governor and Executive Council not authorize this request, the Department may be unable to support chronic disease clinical quality improvement, referral to evidence-based prevention and management programs, and reduce barriers to participation in prevention and management programs by FQHCs patients. Without this contract the ability to prevent and manage chronic disease in underserved populations may be jeopardized. The result could be an unnecessary increase in New Hampshire's health and economic burden, which would negatively impact citizens statewide.

Area to be served: Statewide.

Source of Funds: 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.426, US. Department of Health and Human Services, CDC, Improving the Health of Americans Through Prevention and Management of Diabetes and Heart Disease and Stroke Cooperative Agreement, Federal Award Identification Number NU58DP006515.

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

Respectfully submitted,

Lisa Morris
Director, Division of Public Health

Approved by:

Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: SS-2019-DPHS-19-DIABE Diabetes and Heart Disease Clinical Quality Improvement and Referral Contract

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Health Access Network		1.4 Contractor Address 207 S Main St Newmarket, NH 03857	
1.5 Contractor Phone Number 603-292-7294	1.6 Account Number 090-12270000-102-500731	1.7 Completion Date 06/29/2021	1.8 Price Limitation $750,000
1.9 Contracting Officer for State Agency Nathan D. White Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Joan M. Tulk		1.12 Name and Title of Contractor Signatory Joan M. Tulk Executive Director	

1.13 Acknowledgement: State of NH, County of Rockingham

On 12/13/2018, 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] Susan L Mercier

1.13.2 Name and Title of Notary or Justice of the Peace

STATE OF NEW HAMPSHIRE NOTARY PUBLIC
OFFICIAL SEAL
SUSAN L. MERCIER
NOTARY PUBLIC - NEW HAMPSHIRE
My Comm. Expires Aug., 2022

1.14 State Agency Signature Date: 12/28/18	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS

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) *(if applicable)*

By: Megan A. Yelle Attorney On: 1/9/19

1.18 Approval by the Governor and Executive Council *(if applicable)*

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials
Date 12/13/18

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form 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.

Contractor Initials
Date 12/13/18

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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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.

Contractor Initials
Date 12/13/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 29, 2021, and the Department shall not be liable for any payments for services provided after June 29, 2021, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2022-2023 biennia.

1.4. The Contractor shall monitor the work of the Manchester Health Department's Chronic Disease Prevention and Neighborhood Health unit to develop linkages to care between local hospitals, medical and behavioral health providers to increase referrals and participation in evidence based programs for diabetes, prediabetes, hypertension and hypercholesterolemia..

2. Scope of Services

2.1. The Contractor shall coordinate an interactive network of clinics through subcontracts or MOUs that will implement Quality Improvement (QI) activities including but not limited to:

2.1.1. Assisting clinics in utilizing Electronic Health Records (EHR) and Health Information Technology (HIT) to improve patient health outcomes including but not limited to:

2.1.1.1.Development and implementation of algorithms,

2.1.1.2.Clinical decision support

2.1.1.3.Registries

2.1.1.4.Electronic referrals to evidence based programs

2.1.2. Extracting clinical performance data as approved by the Department to be used to identify and subsequently track progress of continuous QI initiatives.

2.1.3. Reporting performance data outcomes, on an annual basis, within thirty (30) days of the completion of the each State Fiscal Year.

2.1.4. Recruiting clinics to participate in, coordinate and fund quality improvement projects that lead to measurable improvements in identifying undiagnosed and uncontrolled and management of:

2.1.4.1.Prediabetes

2.1.4.2.Diabetes

2.1.4.3. High blood pressure

2.1.4.4. High cholesterol

2.2. The Contractor shall review the Departments charter template and provide feedback in order to develop a mechanism to record subcontractors quality improvement projects data, including but not limited to:

2.2.1. Assessment of health problems

2.2.2. Identification of patients with undiagnosed or uncontrolled prediabetes, diabetes, high blood pressure and/or high cholesterol and referral made to evidence based intervention (may be clinical guidelines, referrals to evidence-based programs, etc.)

2.2.3. Changes implemented to current process

2.2.4. Measurement plan to determine success

2.2.5. Sustainability plan

2.3. The Contractor shall provide scholarships, subject to Department approval, for professional development opportunities for staff at participating clinical sites.

2.4. The Contractor shall provide evidence-based disease prevention and management programs and services, including but not limited to:

2.4.1. Improving access to and participation in Diabetes Self–Management Education and Support (DSMES) programs that are recognized and/or accredited by the Americans Diabetes Association (ADA) or American Association of Diabetes Educators (AADE). Activities may include, but are not limited to:

2.4.1.1. Providing support to clinics to establish new ADA-recognized/AADE-accredited DSMES programs which may include but are not limited to:

2.4.1.1.1. Providing support to resources for recommendation/accreditation.

2.4.1.1.2. Access to consultants or other DSMES physical sites: https://www.dhhs.nh.gov/dphs/cdpc/diabetes/documents/dsme-map.pdf.

2.4.1.2. Obtaining a license from the (ADA) or (AADE) to recognize and or accredit DSMES programs throughout the state.

2.4.1.3. Integrating DSMES programs and or referrals into coordinated care (e.g., Patient-Centered Medical Homes).

2.4.1.4. Building EHR-generated or other systems to facilitate and track referrals and enhance decision support.

2.4.1.5. Working with partners to eliminate barriers to access to increase participation in DSMES programs.

2.4.1.6. Working with health care providers to increase referrals of people with diabetes to DSMES programs.

2.4.2. Assisting clinics in implementing systems to identify people with prediabetes and referring them to National Diabetes Prevention Programs (NDPP). Activities may include but are not limited to:

2.4.2.1. Piloting NDPP at clinics, activities may include but are not limited to:

2.4.2.1.1. Distributing funds for start-up costs per Department approval. Costs may include but are not limited to:

2.4.2.1.1.1. Space rental

2.4.2.1.1.2. Coach or participant teaching materials

2.4.2.1.1.3. Lifestyle coach training

2.4.2.1.1.4. Medicare DPP application fees, and related costs

2.4.2.1.1.5. Distribution of funds to support sustainability plan approved by the Department.

2.4.2.1.1.6. Program support incentives cannot exceed a monetary value of $20 per NDPP participant.

2.4.2.1.2. Clinics must have a Department approved plan for sustainability in place prior to funds being issued

2.4.2.1.3. Developing means by which to remove enrollment barriers which may include childcare or transportation vouchers

2.4.2.1.4. Supporting incentives to increase participant involvement in the National Diabetes Prevention Program (NDPP) and completion, which may include but is not limited to distributing the following:

2.4.2.1.4.1. Pedometers

2.4.2.1.4.2. Measuring Cups

2.4.2.1.4.3. Calorie King fat/calorie counting books

2.4.2.1.4.4. Stretch Bands

2.4.2.1.5. Training for providers and clinical teams on NDPPs.

2.4.2.2. Developing workflow to refer patients to NDPPs

2.4.2.2.1. Contractor may cover enrollment costs for participants for a maximum of two (2) years, with Department approval. Pay for performance or value-based methods must be utilized to determine participant payment reimbursement structure.

2.4.2.3. Contractor shall utilize guidance provided by the Centers for Disease Control and Prevention for these activities.

2.4.3. Facilitating systematic referrals of adults with hypertension and/or high blood cholesterol to community programs or resources, including but not limited to:

2.4.3.1. YMCA's Blood Pressure Self-Monitoring program

2.4.3.2. Weight Watchers

2.4.3.3. Supplemental Nutrition and Assistance Program and Education (SNAP-ED)

2.4.3.4. Expanded Food and Nutrition Education Program (EFNEP)

2.4.3.5. Taking Off Pounds Sensibly (TOPS)

2.4.3.6. Curves Complete

2.4.4. Developing strategies that focus on removing enrollment barriers to programs, including but not limited to childcare or transportation.

2.4.5. Supporting incentives to increase program participant retention and completion.

2.4.6. Increasing engagement of pharmacists in management of diabetes, high blood pressure and high cholesterol including but not limited to:

2.4.6.1. Promoting the adoption of Medication Therapy Management between pharmacists and physicians.

2.4.6.2. Involving pharmacists in the provision of DSMES.

2.5. The Contractor shall coordinate population-based interventions through the development and administration of subcontracts and/or MOUs with partner organizations and consultants to support:

2.5.1. The Manchester Health Department in developing linkages to care between local hospitals, medical and behavioral health providers to increase referrals and participation in evidence based programs for diabetes, prediabetes, hypertension and hypercholesterolemia for underserved populations.

2.6. The Contractor shall identify target and baseline performance measurements, per Department approval in the timeframe specified in Section 7, Deliverables.

3. Meeting and Reporting Requirements

3.1. The Contractor shall attend annual in-person meetings at a location determined by the Department.

3.2. The Contractor shall participate in monthly in person or conference call meetings with the Department to review Contract performance in the areas of, but not limited to:

3.2.1. Activities

3.2.2. Interventions

3.2.3. Challenges

3.2.4. Progress

3.2.5. Funding

3.3. The Contractor shall coordinate monthly in-person or conference call meetings with the Manchester Health Department to review areas such as but not limited to activities, interventions, challenges, progress and funding.

3.4. The Contractor shall submit quarterly reports, to be approved by the Department, within thirty (30) days following the end of each quarter. Reports shall include:

3.4.1. Brief narrative of work performed during the prior quarter;

3.4.2. Summary of work plans for the upcoming quarter, including challenges and/or barriers to completing requirements described in this Exhibit A.

3.4.3. Documented achievements.

3.4.4. Progress towards meeting the performance measures.

4. Work Plan

4.1. The Contractor shall be required to provide an annual Work Plan in accordance with the requirements of Exhibit A of this Contract.

4.2. The Contractor shall submit a Work Plan draft to the Department within fifteen (15) days of the contract effective date. Work plan shall include but not be limited to:

4.2.1. Performance measures

4.2.2. Activities

4.2.3. Staff names, titles and responsibilities

4.2.4. Timelines

4.3. The Contractor shall submit a Work Plan for Department approval within thirty (30) days of the Contract effective date.

4.4. The Contractor shall submit annual Work Plans to the Department within thirty (30) days following the end of each State Fiscal Year.

5. Performance Measures

5.1. The Contractor shall identify target and baseline performance measurements with feedback provided by the Department, in the timeframe specified in Section 7, Deliverables. Performance measures shall include but not limited to the following:

5.1.1. Number of pharmacy locations/pharmacists using patient care processes that promote medication management or DSMES for people with diabetes.

5.1.2. Number and proportion of new accredited/recognized DSMES programs.

5.1.3. Number of pharmacists engaged in the practice of MTM to promote medication self-management and lifestyle modification for high blood pressure and high cholesterol.

5.1.4. Percentage of pharmacists engaged in the practice of MTM to promote medication self-management and lifestyle modification for high blood pressure and high cholesterol.

5.1.5. Number of patients served within healthcare organizations with systems to identify people with prediabetes and refer them to National Diabetes Prevention Programs.

5.1.6. Number and of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure.

5.1.7. Percentage of patients within health systems to report standardized clinical measures for the management of patients with high blood pressure.

5.1.8. Number of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program.

5.1.9. Percentage of patients within health systems with high blood pressure and high cholesterol referred to an evidence-based lifestyle program.

6. Deliverables

6.1. The Contractor shall develop in collaboration with the Department, performance measure targets and benchmarks within 30 days of the contract effective date.

Method and Conditions Precedent to Payment

1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

This contract is funded with federal funds from the Centers for Disease Control and Prevention, Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke, CFDA# 93.426, Federal Award Identification Number (FAIN); NU58DP006515.

1.1. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

2) Payment for said services shall be made monthly as follows:

2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.

2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.

2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email address: DPHScontractbilling@dhhs.nh.gov

2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.

2.7. Payment to the Manchester Health Department's Chronic Disease Prevention and Neighborhood Health unit shall not exceed $140,000 annually.

3) Notwithstanding paragraph 18 of the General Provisions P-37, an agreement limited to adjustments to amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjust encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

12/13/18

Exhibit B-2, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Health Access Network

Budget Request for: Cardiovascular Disease Prevention and Management Strategies

Budget Period: 07/01/2019 - 06/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	[illegible]	[illegible]	[illegible]	-	-	-	[illegible]	[illegible]	[illegible]
2. Employee Benefits	[illegible]	[illegible]	[illegible]	-	-	-	[illegible]	[illegible]	[illegible]
3. Consultants	[illegible]	[illegible]	[illegible]	-	-	-	[illegible]	[illegible]	[illegible]
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	[illegible]	[illegible]	[illegible]	-	-	-	[illegible]	[illegible]	[illegible]
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	[illegible]	[illegible]	[illegible]	-	-	-	[illegible]	[illegible]	[illegible]
12. Subcontracts/Agreements	[illegible]	[illegible]	[illegible]	-	-	-	[illegible]	[illegible]	[illegible]
13. Other (specific details mandatory):	-	-	-	-	-	-	-	-	-
[illegible]	[illegible]	[illegible]	[illegible]	-	-	-	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	-	-	-	[illegible]	[illegible]	[illegible]
	-	-	-	-	-	-	-	-	-
TOTAL	[illegible]	[illegible]	[illegible]	-	-	-	[illegible]	[illegible]	[illegible]

Indirect As A Percent of Direct: [illegible]

Contractor Initials: [signature]

Date: 12/13/18

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]	[illegible]			[illegible]			[illegible]		
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[illegible]	-	-	-	-	-	-	-	-	-
[illegible]	[illegible]	[illegible]	[illegible]	-	-	-	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	-	-	-	[illegible]	[illegible]	[illegible]
[illegible]	-	-	-	-	-	-	-	-	-
[illegible]	[illegible]	[illegible]	[illegible]	-	-	-	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	-	-	-	[illegible]	[illegible]	[illegible]
	-	-	-	-	-	-	-	-	-
TOTAL	[illegible]	[illegible]	[illegible]	-	-	-	[illegible]	[illegible]	[illegible]

[illegible] [illegible]

[illegible] 12/13/18

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a date file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

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

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT:
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Renewal:
   The Department reserves the right to extend this Agreement for up to three (3) additional years contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Contractor Initials SJ
Date 12/13/18

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name: Community Health Access Network

12/13/2018
Date

Joan M Tulk
Name: Joan M. Tulk
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Community Health Access Network

12/13/2018
Date

Joan M Tulk
Name: Joan M. Tulk
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials SJ
Date 12/13/18

Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Vendor Name: Community Health Access Network

12/13/2018
Date

Joan M Tulk
Name: Joan M. Tulk
Title: Executive Director

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

The Vendor 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:

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

The Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: Community Health Access Network

12/13/2018
Date

Joan M Tulk
Name: Joan M. Tulk
Title: Executive Director

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 Vendor 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 Vendor 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.

Vendor Name: Community Health Access Network

12/13/2018
Date

Joan M. Tulk
Name: Joan M. Tulk
Title: Executive Director

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor 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.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

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, TitleXIII, 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 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 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 160.103, 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 164.103.

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, unreadable, 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) **Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall 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 HIPAA Privacy, Security, and Breach Notification Rules 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. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. 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.

e. 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 (l). 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 Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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 Paragraph 10 of the standard terms and conditions (P-37) 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, 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.

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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Community Health Access Network
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Joan M. Tulk
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	Executive Director
Title of Authorized Representative	Title of Authorized Representative
12/28/18	12/13/2018
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: Community Health Access Network

12/13/2018
Date

Joan M. Tulk
Name: Joan M. Tulk
Title: Executive Director

FORM A

As the Vendor 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: 133 570 395

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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

September 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing **Sole Source** contract with Northern Human Services (Vendor #177222-B004), Conway, NH to provide trainings in evidence based home visiting services for young children and families by increasing the price limitation by $200,000 from $100,000 to $300,000 with no change to the contract completion date of June 30, 2021 effective upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on June 19, 2019, (Item #78B).

05-95-042-421010 -2958 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD – FAMILY SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	643-504191	Contracts for Program Services	42105745	$100,000	$0	$100,000
2020	643-504191	Contracts for Program Services	42105745	$0	$0	$0
2021	645-504004	Contracts for Program Services	42105745	$0	$200,000	$300,000
			Total	**$100,000**	**$200,000**	**$300,000**

EXPLANATION

This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. Northern Human Services is the Fiscal Agent for the Coos Coalition for Young Children and Families. They are the coordinating body in Coos and Northern Grafton Counties for child maltreatment prevention utilizing evidence based practices. This is the only coalition in Coos and Northern

Grafton counties whose primary purpose is to promote the optimal social and emotional development of children from birth through eight (8) years of age. Since 2009, more than a dozen cross sector organizations including health centers, mental health providers, school districts, childcare centers, Head Start and family support programs have worked to build a coordinated and aligned system of supports for children and their families living in Coos and Northern Grafton counties. Coos Coalition for Young Children and Families will continue to use Boundary Spanning Leadership practices to support the Community Implementation Team as they develop future strategies to enhance the early childhood system.

The purpose of this request is to complement current activities in the Community Collaborations to Strengthen and Preserve Families Program by providing training for staff who provide Home Visiting Services in the North Country Region through the network and work of Coos Coalition for Young Children and Families. There are currently no child-parent psychotherapy trained practitioners in the North Country. Ten (10) new child-parent psychotherapy practitioners will be trained. Additionally, twelve (12) home visitors will be trained in GGK.

The Community Collaborations to Strengthen and Preserve Families Program provides services to families with children up to eight (8) years of age who may be at risk of child abuse and neglect and other adverse childhood experiences. The Contractor will use funding to increase capacity to provide evidence based, universal home visiting services to families with young children; to deliver child-parent psychotherapy training to mental health clinicians who provide services to children and to provide consistent parent engagement opportunities for families to connect with one another to build resource networks and increase parenting skills. The vendor will be collecting data and outcomes data from the clients served to support a program evaluation with the University of New Hampshire. The Department plans to link the collected data with internal data to determine outcomes of families and children who receive community coordination of services and determine child maltreatment outcomes.

The Department will continue to monitor contracted services using the following performance measures:

- Increase the percentage of home visitors in the North Country who are trained and implementing evidence-based parenting education practices into their work to 90%.
- Increase the percentage of families with young children, 8 years old or younger, in Coos County actively receiving home visits to 75%.
- Increase the number of caregivers actively receiving home visits by twenty (20) from 164 to 184.
- Improve on average parenting skills by 50%, up from the 2019 average of 27%.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2 of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request, home visitors who provide services to caregivers with substance abuse as well as families with young children at risk of child abuse and neglect may not receive appropriate evidence based training and follow up coaching activities that are imperative to teaching positive parenting and family structure to those in need of services.

Area served: All of Coos County and Northern Grafton County above Franconia Notch.

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the North Country Community Collaboration to Strengthen & Preserve Families

This 1st Amendment to the North Country Community Collaboration to Strengthen & Preserve Families contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Northern Human Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 87 Washington Street, Conway, NH.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #78B) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $300,000.

2. Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:

   4.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-2 Amendment #1 Budget.

3. Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.5, to read:

   4.5 The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

4. Add Exhibit B-2, Amendment #1 Budget.

Contractor Initials _____
Date 6.16.20

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/17/2020
Date

Name: Christie Toppan
Title: Associate Commissioner

Northern Human Services

6.16.20
Date

Name: Eric Johnson
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

06/25/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

New Hampshire Department of Health and Human Services

Contractor name: Northern Human Services

Budget Request for: North Country Community Collaboration to Strengthen & Preserve Families

Budget Period: SFY 21 - July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 227,000.00	$ -	$ 227,000.00	$ 45,000.00	$ -	$ 45,000.00	$ 182,000.00	$ -	$ 182,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
NHS Grant Contractor Fee @ 8.3%		$ 18,000.00	$ 18,000.00	$ -	$ -	$ -		$ 18,000.00	$ 18,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 227,000.00	$ 18,000.00	$ 245,000.00	$ 45,000.00	$ -	$ 45,000.00	$ 182,000.00	$ 18,000.00	$ 200,000.00

Indirect As A Percent of Direct: 8.9%

Contractor Initials: EJ

Date: 6.16.20

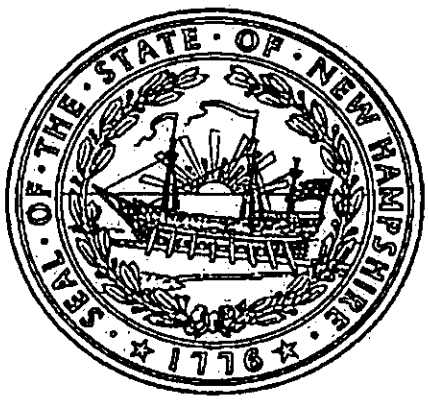
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHERN HUMAN SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 03, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62362**

Certificate Number : **0004890870**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **6th** day of **April** A.D. **2020.**

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Madelene Costello, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Northern Human Services.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 12, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Eric Johnson, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Northern Human Services to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: June 16, 2020

Signature of Elected Officer
Name: Madelene Costello
Title: President

Client#: 1010836 NORTHHUM

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/01/2020

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
3 Executive Park Drive, Suite 300
Bedford, NH 03110
855 874-0123

CONTACT NAME: Christine.Skehan
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
E-MAIL ADDRESS: Christine.Skehanusi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	32204
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Northern Human Services, Inc.
87 Washington Street
Conway, NH 03818-6044

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	X COMMERCIAL GENERAL LIABILITY			PHPK2115695	03/31/2020	03/31/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2115690	03/31/2020	03/31/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB716917	03/31/2020	03/31/2021	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Entity Prof			PHPK2115695	03/31/2020	03/31/2021	1,000,000/3,000,000	
	Phys Prof			PHPK2115695	03/31/2020	03/31/2021	1,000,000/3,000,000	
	Occurrence form							

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

Evidence.
Physicians do not share in entity Prof Liab limits.
Physicians have their own separate Limits of insurance.
Evidence of Insurance.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
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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Client#: 1010836 NORTHHUM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/09/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
3 Executive Park Drive, Suite 300
Bedford, NH 03110
855 874-0123

CONTACT NAME: Christine.skehan
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
E-MAIL ADDRESS: Christine.skehan@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NH Employers Insurance Company	13083
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Northern Human Services, Inc.
87 Washington Street
Conway, NH 03818-6044

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ECC60040004322019A	09/30/2019	09/30/2020	PER STATUTE / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Statement of Mission

"To assist and advocate for people affected by mental illness, developmental disabilities and related disorders in living meaningful lives."

Statement of Vision

Everyone who truly needs our services can receive them, as we strive to meet ever-changing needs through advocacy, innovation, collaboration and skill.

Financial Statements

NORTHERN HUMAN SERVICES, INC.

FOR THE YEARS ENDED JUNE 30, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORT

Leone,
McDonnell
& Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

NORTHERN HUMAN SERVICES, INC.

JUNE 30, 2019 AND 2018

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Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Northern Human Services, Inc.
Conway, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2019.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northern Human Services, Inc. as of June 30, 2019 and 2018, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2019 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information
We have previously audited Northern Human Services, Inc.'s June 30, 2018 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 16, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues and expenses on pages 26 - 34 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leon, McDonnell & Roberts
Professional Association

October 22, 2019
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2019 AND 2018

ASSETS

	2019	2018
CURRENT ASSETS		
Cash and cash equivalents, undesignated	$ 11,282,632	$ 10,319,006
Cash and cash equivalents, board designated	318,202	318,202
Accounts receivable, less allowance of $328,000 and $291,000 for 2019 and 2018, respectively	1,965,991	1,431,724
Grants receivable	227,519	103,744
Assets, limited use	501,911	619,951
Prepaid expenses and deposits	295,077	294,263
Total current assets	14,591,332	13,086,890
PROPERTY AND EQUIPMENT, NET	364,455	527,343
OTHER ASSETS		
Investments	1,966,886	1,880,097
Cash value of life insurance	432,585	413,777
Total other assets	2,399,471	2,293,874
Total assets	$ 17,355,258	$ 15,908,107

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 490,183	$ 370,452
Accrued payroll and related liabilities	1,506,716	1,711,570
Compensated absences payable	743,136	704,026
Other grants payable	112,182	69,801
Refundable advances	197,017	337,926
Deferred revenue	431,341	115,685
Refundable advances, maintenance of effort	391,458	971,522
Client funds held in trust	169,364	294,867
Due to related party	48,423	44,689
Total liabilities	4,089,820	4,620,538
NET ASSETS		
Net assets without donor restrictions		
Undesignated	12,691,772	10,713,605
Board designated	318,202	318,202
Total net assets without donor restrictions	13,009,974	11,031,807
Net assets with donor restrictions	255,464	255,762
Total net assets	13,265,438	11,287,569
Total liabilities and net assets	$ 17,355,258	$ 15,908,107

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2019 Total	2018 Summarized
PUBLIC SUPPORT				
State and federal grants	$ 1,131,728	$ -	$ 1,131,728	$ 927,662
Other public support	603,307	-	603,307	553,387
Local and county support	442,733	-	442,733	306,732
Donations	26,990	-	26,990	24,296
Total public support	2,204,758	-	2,204,758	1,812,077
REVENUES				
Program service fees	38,997,170	-	38,997,170	37,962,172
Production income	456,617	-	456,617	437,758
Other revenues	382,737	-	382,737	261,640
Total revenues	39,836,524	-	39,836,524	38,661,570
Total public support and revenues	42,041,282	-	42,041,282	40,473,647
EXPENSES				
Program Services				
Mental health	11,010,994	-	11,010,994	10,914,180
Developmental services	24,129,392	-	24,129,392	23,962,509
Total program services	35,140,386	-	35,140,386	34,876,689
General management	5,128,004	-	5,128,004	4,774,159
Total expenses	40,268,390	-	40,268,390	39,650,848
EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	1,772,892	-	1,772,892	822,799
NON-OPERATING INCOME (LOSS)				
Investment return	93,900	-	93,900	139,759
Change in cash value of life insurance	18,808	-	18,808	18,447
Interest income	90,782	1,487	92,269	10,590
Net assets released from restrictions	1,785	(1,785)	-	-
Total non-operating income (loss)	205,275	(298)	204,977	168,796
Change in net assets	1,978,167	(298)	1,977,869	991,595
NET ASSETS, BEGINNING OF YEAR	11,031,807	255,762	11,287,569	10,295,974
NET ASSETS, END OF YEAR	$ 13,009,974	$ 255,464	$ 13,265,438	$ 11,287,569

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 1,977,869	$ 991,595
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	203,721	194,292
Unrealized (gain) loss on investments	30,002	(82,953)
Realized gain on investments	(81,524)	(23,391)
Change in cash value of life insurance	(6,129)	(5,977)
(Increase) decrease in assets:		
Accounts receivable	(534,267)	64,419
Grants receivable	(123,775)	(45,884)
Assets, limited use	118,040	(18,198)
Due from related party	-	202,643
Prepaid expenses and deposits	(814)	(45,341)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	119,731	40,601
Wages payable	(204,854)	163,371
Compensated absences payable	39,110	2,701
Other grants payable	42,381	56,667
Refundable advances	(140,909)	38,615
Deferred revenue	315,656	67,885
Refundable advances, maintenance of effort	(580,064)	939,469
Client funds held in trust	(125,503)	18,530
Due to related party	3,734	44,689
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,052,405	2,603,733
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property	(40,833)	(221,468)
Purchases of investments	(449,908)	(219,532)
Proceeds from sales of investments	457,019	232,472
Reinvested dividends	(42,378)	(33,415)
Change in cash value of life insurance	(12,679)	(12,470)
NET CASH USED IN INVESTING ACTIVITIES	(88,779)	(254,413)
NET INCREASE IN CASH AND CASH EQUIVALENTS	963,626	2,349,320
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	10,637,208	8,287,888
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 11,600,834	$ 10,637,208

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
TOTALS FOR ALL PROGRAMS

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Mental Health	Developmental Services	Subtotals	General Management	2019 Total	2018 Summarized
EXPENSES						
Salaries and wages	$ 6,877,783	$ 8,271,846	$ 15,149,629	$ 3,354,596	$ 18,504,225	$ 17,799,659
Employee benefits	1,347,375	1,938,195	3,285,570	745,586	4,031,156	3,875,004
Payroll taxes	485,191	586,023	1,071,214	226,363	1,297,577	1,261,414
Client wages	126,389	139,906	266,295	-	266,295	283,437
Professional fees	232,781	10,927,612	11,160,393	267,669	11,428,062	11,708,365
Staff development and training	25,417	20,925	46,342	23,460	69,802	58,612
Occupancy costs	534,882	570,870	1,105,752	200,598	1,306,350	1,272,697
Consumable supplies	210,246	236,626	446,872	64,549	511,421	493,036
Equipment expenses	108,075	159,725	267,800	35,132	302,932	290,688
Communications	124,747	120,583	245,330	42,123	287,453	320,836
Travel and transportation	248,647	809,689	1,058,336	42,405	1,100,741	1,114,976
Assistance to individuals	3,676	108,288	111,964	1,174	113,138	110,821
Insurance	53,176	72,670	125,846	24,641	150,487	147,775
Membership dues	27,022	18,036	45,058	82,136	127,194	106,475
Bad debt expense	604,579	145,916	750,495	-	750,495	777,333
Other expenses	1,008	2,482	3,490	17,572	21,062	29,720
Total expenses	$ 11,010,994	$ 24,129,392	$ 35,140,386	$ 5,128,004	$ 40,268,390	$ 39,650,848

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Non-Specialized Outpatient	State Eligible Adult Outpatient	Outpatient Contracts	Children and Adolescents
EXPENSES				
Salaries and wages	$ 345,971	$ 859,932	$ 303,860	$ 710,018
Employee benefits	42,395	93,060	63,915	122,397
Payroll taxes	24,250	57,358	21,057	49,685
Client wages	-	-	-	-
Professional fees	16,503	20,167	6,356	31,106
Staff development and training	1,161	6,226	925	4,197
Occupancy costs	45,353	64,859	20,793	53,759
Consumable supplies	16,795	10,620	2,941	11,550
Equipment expenses	7,401	9,264	2,536	7,579
Communications	18,557	14,291	2,265	10,570
Travel and transportation	290	838	5,192	25,980
Assistance to individuals	-	75	-	904
Insurance	3,523	7,557	2,351	6,433
Membership dues	2,199	5,354	1,905	3,466
Bad debt expense	75,727	77,150	32	19,663
Other expenses	67	47	73	45
Total expenses	$ 600,192	$ 1,226,798	$ 434,201	$ 1,057,352

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Emergency Services	Other Non-BBH	Integrated Health Grant	Bureau of Drug & Alcohol Services
EXPENSES				
Salaries and wages	$ 472,575	$ 238,497	$ 65,498	$ 66,972
Employee benefits	63,054	64,127	11,418	19,949
Payroll taxes	32,829	16,677	4,684	4,836
Client wages	-	-	-	-
Professional fees	11,749	7,799	8,102	1,241
Staff development and training	538	3,121	-	1,386
Occupancy costs	35,218	16,969	-	4,923
Consumable supplies	5,601	3,479	10,215	663
Equipment expenses	6,916	2,816	154	637
Communications	25,442	2,310	1,026	478
Travel and transportation	660	10,105	918	668
Assistance to individuals	-	2	-	-
Insurance	4,256	1,875	-	555
Membership dues	1,701	1,322	5	862
Bad debt expense	53,857	183	-	7,411
Other expenses	26	401	-	3
Total expenses	$ 714,422	$ 369,683	$ 102,020	$ 110,584

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Drug Court	Vocational Services	Restorative Partial Hospital	Case Management
EXPENSES				
Salaries and wages	$ 220,696	$ 149,992	$ 56,038	$ 764,670
Employee benefits	59,284	43,017	12,122	146,735
Payroll taxes	14,821	14,444	4,028	54,548
Client wages	-	54,064	-	-
Professional fees	8,182	2,906	959	18,302
Staff development and training	42	855	164	1,735
Occupancy costs	-	13,058	4,477	50,724
Consumable supplies	3,192	3,898	27,757	12,467
Equipment expenses	3,969	7,774	720	8,574
Communications	2,583	1,152	234	12,304
Travel and transportation	8,792	17,094	-	49,227
Assistance to individuals	-	-	-	-
Insurance	-	1,369	488	6,812
Membership dues	-	447	150	2,238
Bad debt expense	179	2,505	8,505	168,045
Other expenses	-	10	148	51
	$ 321,740	$ 312,585	$ 115,790	$ 1,296,432

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Supportive Living	Community Residences	Disaster Behavioral Health (DBHRT)	Victims of Crime Act Program
EXPENSES				
Salaries and wages	$ 726,054	$ 816,886	$ -	$ 362,184
Employee benefits	186,922	209,151	-	63,399
Payroll taxes	51,316	57,079	-	24,804
Client wages	-	-	-	-
Professional fees	14,835	5,268	-	8,873
Staff development and training	751	35	-	1,724
Occupancy costs	46,687	44,241	-	27,375
Consumable supplies	18,427	25,974	-	3,771
Equipment expenses	8,721	14,379	-	3,861
Communications	7,047	8,591	-	3,252
Travel and transportation	59,066	10,383	-	13,358
Assistance to individuals	1,610	988	-	-
Insurance	6,907	2,147	-	3,306
Membership dues	2,605	658	-	1,361
Bad debt expense	46,838	14,124	-	5,396
Other expenses	50	41	-	22
Total expenses	$ 1,177,836	$ 1,209,945	$ -	$ 522,686

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	ACT Team	IDN Grant	Other Mental Health Programs	Total Mental Health Programs	2018 Summarized
EXPENSES					
Salaries and wages	$ 655,740	$ 22,499	$ 39,701	$ 6,877,783	$ 6,663,485
Employee benefits	131,849	7,030	7,551	1,347,375	1,354,024
Payroll taxes	43,668	1,475	7,632	485,191	466,978
Client wages	3,605	-	68,720	126,389	119,425
Professional fees	68,233	-	2,200	232,781	230,888
Staff development and training	1,315	-	1,242	25,417	27,418
Occupancy costs	83,191	-	23,255	534,882	542,490
Consumable supplies	9,005	-	43,891	210,246	205,410
Equipment expenses	7,019	4,711	11,044	108,075	115,737
Communications	5,688	2,175	6,782	124,747	142,581
Travel and transportation	36,959	33	9,084	248,647	254,925
Assistance to individuals	97	-	-	3,676	9,573
Insurance	5,312	-	285	53,176	58,206
Membership dues	2,025	-	724	27,022	27,788
Bad debt expense	124,964	-	-	604,579	693,320
Other expenses	22	-	2	1,008	1,932
Total expenses	$ 1,178,692	$ 37,923	$ 222,113	$ 11,010,994	$ 10,914,180

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Service Coordination	School District Contracts	Day Programs	Early Supports & Services	Independent Living Services
EXPENSES					
Salaries and wages	$ 687,068	$ 57,206	$ 3,450,025	$ 499,489	$ 109,857
Employee benefits	183,609	8,461	955,352	76,066	23,113
Payroll taxes	47,486	4,277	252,686	36,019	8,124
Client wages	-	1	121,436	-	-
Professional fees	21,817	291	69,540	223,084	18,805
Staff development and training	555	9	4,281	7,665	141
Occupancy costs	59,292	2,670	256,472	6,725	6,308
Consumable supplies	14,005	792	70,438	9,333	1,225
Equipment expenses	6,837	457	106,191	3,939	1,204
Communications	5,079	295	43,599	15,828	629
Travel and transportation	24,385	2,578	543,093	91,951	5,690
Assistance to individuals	520	-	38,805	-	244
Insurance	5,825	492	30,544	4,271	1,247
Membership dues	77	3	11,673	189	3
Bad debt expense	-	-	5,956	134,349	5,611
Other expenses	235	4	1,776	25	7
Total expenses	$ 1,056,790	$ 77,536	$ 5,961,867	$ 1,108,933	$ 182,208

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Family Residence	Combined Day/ Residential Vendor	Individual Supported Living	Consolidated Services	Combined Day/ Residential Services
EXPENSES					
Salaries and wages	$ 1,892,153	$ -	$ 213,575	$ 940,246	$ 32,884
Employee benefits	404,997	-	54,218	155,379	4,736
Payroll taxes	137,778	-	14,982	53,982	2,459
Client wages	18,172	-	297	-	-
Professional fees	3,190,569	1,879,591	56,690	1,138,668	1,418,954
Staff development and training	4,250	-	392	1,578	55
Occupancy costs	161,837	-	48,188	11,998	1,567
Consumable supplies	104,350	-	9,564	5,219	9,960
Equipment expenses	29,331	-	1,715	6,523	386
Communications	32,570	-	3,418	15,486	195
Travel and transportation	63,967	-	5,017	58,063	-
Assistance to individuals	1,730	-	874	32,960	180
Insurance	16,532	-	2,152	7,410	360
Membership dues	378	-	4	5,701	-
Bad debt expense	-	-	-	-	-
Other expenses	329	-	13	54	2
Total expenses	$ 6,058,943	$ 1,879,591	$ 411,099	$ 2,433,267	$ 1,471,738

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Acquired Brain Disorder	Other Developmental Services Programs	Total Developmental Services Programs	2018 Summarized
EXPENSES				
Salaries and wages	$ 29,770	$ 359,573	$ 8,271,846	$ 8,051,232
Employee benefits	9,815	62,449	1,938,195	1,813,646
Payroll taxes	2,075	26,155	586,023	584,666
Client wages	-	-	139,906	164,012
Professional fees	207,851	2,701,752	10,927,612	11,202,974
Staff development and training	44	1,955	20,925	15,681
Occupancy costs	1,051	14,762	570,870	534,222
Consumable supplies	317	11,423	236,626	227,095
Equipment expenses	289	2,853	159,725	149,865
Communications	163	3,321	120,583	122,787
Travel and transportation	1,024	13,921	809,689	816,535
Assistance to individuals	-	32,975	108,288	98,239
Insurance	271	3,566	72,670	73,980
Membership dues	1	7	18,036	22,327
Bad debt expense	-	-	145,916	84,013
Other expenses	2	35	2,482	1,235
Total expenses	$ 252,673	$ 3,234,747	$ 24,129,392	$ 23,962,509

See Notes to Financial Statements

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Northern Human Services, Inc. (the Organization), is a New Hampshire nonprofit corporation, and was created to develop and provide a comprehensive program of mental health, developmental disabilities, and rehabilitative care to the residents of Northern New Hampshire.

Basis of Accounting

The financial statements of Northern Human Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor restrictions.

> Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.
>
> Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

As of June 30, 2019 and 2018, the Organization had net assets with donor restrictions and net assets without donor restrictions.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Contributions

All contributions are considered to be available for use without donor restrictions unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as support with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as without donor restrictions.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Accounts Receivable
Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral.

It is the policy of the Organization to provide services to all eligible residents of Northern New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions of revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

Property and Depreciation
Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Vehicles	5 – 10 years
Equipment	3 – 10 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Investments
Investments consist of mutual funds and interest-bearing investments and are stated at fair value on the statements of financial position based on quoted market prices. The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the fair value of such investments at any given time.

Accrued Earned Time
The Organization has accrued a liability for future compensated absences that its employees have earned and which is vested with the employees.

Refundable Advances
Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

Program Service Fee Revenue
The Organization has agreements with third-party payors that provide for payments to the Organization at amounts different from its established rates. Payment arrangements include reimbursed costs, discounted charges, and per diem payments. Program service fee revenue is reported at the estimated net realizable amounts from clients, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with the third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Advertising
The Organization expenses advertising costs as incurred.

Summarized Financial Information
The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Functional Allocation of Expenses
The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. The costs of providing certain program and supporting services have been directly charged.

Income Taxes
The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

FASB ASC 740, Accounting for Income Taxes, establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements, and is effective for Northern Human Services' current year. Management has analyzed Northern Human Services' tax positions taken on its information returns for all open tax years (tax years ending June 30, 2017 – 2019), and has concluded that no additional provision for income tax is required in Northern Human Services' financial statements.

New Accounting Pronouncement
On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

2. AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets as of June 30, 2019 and 2018:

	2019	2018
Financial assets at year end:		
Cash and cash equivalents	$ 11,600,834	$ 10,637,208
Accounts receivable, net	1,965,991	1,431,724
Grants receivable	227,519	103,744
Assets, limited use	501,911	619,951
Investments	1,966,886	1,880,097
Cash value of life insurance	432,585	413,777
Total financial assets	16,695,726	15,086,501

Less amounts not available to be used within one year:		
Cash and cash equivalents, designated	318,202	318,202
Client funds held in trust	170,366	294,867
Net assets with donor restrictions	255,464	255,762
Total amounts not available within one year	744,032	868,831
Financial assets available to meet general expenditures over the next twelve months	$ 15,951,694	$ 14,217,670

The Organization's goal is generally to maintain financial assets to meet 120 days of operating expenses (approximately $13,423,131).

3. ASSETS, LIMITED USE

As of June 30, 2019 and 2018, assets, limited use consisted of the following:

	2019	2018
Donor restricted cash	$ 255,464	$ 255,762
Client funds held in trust	170,366	294,867
Employee benefits	76,081	69,322
Total assets, limited use	$ 501,911	$ 619,951

4. PROPERTY AND DEPRECIATION

As of June 30, 2019 and 2018, property and equipment consisted of the following:

	2019	2018
Vehicles	$ 647,048	$ 652,964
Equipment	2,696,501	3,231,824
Total property and equipment	3,343,549	3,884,788
Less accumulated depreciation	2,979,094	3,357,445
Property and equipment, net	$ 364,455	$ 527,343

Depreciation expense totaled $203,721 and $194,292 for the years ended June 30, 2019 and 2018, respectively.

5. INVESTMENTS

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2019 and 2018:

	2019		2018	
	Fair Value	Cost	Fair Value	Cost
Money Market Funds	$ 19,601	$ 19,601	$ 15,340	$ 15,340
Mutual Funds:				
Domestic equity funds	690,460	599,516	802,467	669,110
International equity funds	302,374	289,349	361,346	333,154
Fixed income funds	901,146	882,426	634,134	649,092
Other mutual funds	53,305	58,506	66,810	72,266
Total	$ 1,966,886	$ 1,849,398	$ 1,880,097	$ 1,738,962

Investments in common stock and U.S. government securities are valued at the closing price reported in the active market in which the securities are traded. Management considers all investments to be long term in nature.

	2019	2018
Components of Investment Return:		
Interest and dividends	$ 42,378	$ 33,415
Unrealized gains (losses) on investments	(30,002)	82,953
Realized gains on investments	81,524	23,391
	$ 93,900	$ 139,759

Investment management fees for the years ended June 30, 2019 and 2018 were $14,064 and $12,940, respectively.

6. FAIR VALUE MEASUREMENTS

FASB ASC Topic No. 820-10 provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with *FASB ASC 820-10*, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, *ASC Topic 820* establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under *ASC Topic 820* are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2019 and 2018.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2019 and 2018.

Mutual Funds: All actively traded mutual funds are valued at the daily closing price as reported by the fund. These funds are required to publish their daily net asset value (NAV) and to transact at that price. All mutual funds held by the Organization are open-end mutual funds that are registered with the Securities and Exchange Commission.

Life Insurance: The surrender value of life insurance is valued at the cash value guaranteed to policyowner upon cancellation of the life insurance policy. The surrender value is the value of investments less any surrender charges.

The table below segregates all financial assets and liabilities as of June 30, 2019 and 2018 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

	2019			
	Level 1	Level 2	Level 3	Total
Money Market Funds	$ 19,601	$ -	$ -	$ 19,601
Mutual Funds				
Domestic equity funds	690,460	-	-	690,460
International equity funds	302,374	-	-	302,374
Fixed income funds	901,146	-	-	901,146
Other funds	53,305	-	-	53,305
Cash Value of Life Insurance	-	432,585	-	432,585
Total investments at fair value	$ 1,966,886	$ 432,585	$ -	$ 2,399,471

	2018			
	Level 1	Level 2	Level 3	Total
Money Market Funds	$ 15,340	$ -	$ -	$ 15,340
Mutual Funds				
Domestic equity funds	802,467	-	-	802,467
International equity funds	361,346	-	-	361,346
Fixed income funds	634,134	-	-	634,134
Other funds	66,810	-	-	66,810
Cash Value of Life Insurance	-	413,777	-	413,777
Total investments at fair value	$ 1,880,097	$ 413,777	$ -	$ 2,293,874

7. **RETIREMENT PLAN**

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to 100% of pretax or after tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service. All employees who work one thousand hours per year are eligible to participate after one year of employment, as defined by the plan. During the year ended June 30, 2015, the Organization implemented a 2% discretionary contribution allocated each pay period. During the year ended June 30, 2020 the Organization will increase the discretionary contribution from 2% to 3%. Contributions by the organization totaled $276,510 and $270,725 for the years ended June 30, 2019 and 2018, respectively.

8. **CONCENTRATION OF CREDIT RISK**

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 for the years ended June 30, 2019 and 2018. At June 30, 2019 and 2018, cash balances in excess of FDIC coverage aggregated $11,239,183 and $10,301,484, respectively. In addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its primary financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

9. **CONCENTRATION OF RISK**

For the years ended June 30, 2019 and 2018, approximately 87% and 88% of the total revenue was derived from Medicaid, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

In order for the Organization to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, and Bureau of Developmental Services as the provider of services for individuals with mental health illnesses and developmentally disabled individuals, for that region. During the year ended June 30, 2017, the Organization was reapproved as a provider of mental health services with the Bureau of Behavioral Health through August 2021.

Medicaid receivables comprise approximately 75% and 65% of the total accounts receivable balances at June 30, 2019 and 2018, respectively.

10. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to five years. Rent expense under these agreements aggregated $901,993 and $897,369 for the years ended June 30, 2019 and 2018, respectively.

The approximate future minimum lease payments on the above leases as of June 30, 2019 is as follows:

Year Ending June 30	Amount
2020	$ 932,540
2021	38,336
2022	38,973
Total	$ 1,009,849

See Note 11 for information regarding lease agreements with a related party.

11. RELATED PARTY TRANSACTIONS

The Organization is related to the nonprofit corporation Shallow River Properties, Inc. (Shallow River) as a result of common board membership. Shallow River was incorporated under the laws of the State of New Hampshire on September 13, 1988, for the purpose of owning, maintaining, managing, selling, and leasing real property associated with the provision of residential, treatment, and administrative services for the clients and staff of the Organization.

The Organization has transactions with Shallow River during its normal course of operations. The significant related party transactions are as follows:

Due to/from Related Party

At June 30, 2019 and 2018, the Organization had a due to Shallow River balance in the amount of $48,423 and $44,689, respectively.

Rental Expense

The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was $766,575 and $728,529 for the years ended June 30, 2019 and 2018, respectively. The Organization also leases space from a board member for $1,000 per month.

Management Fee

The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated $74,649 for each of the years ended June 30, 2019 and 2018.

Donation

Although not required by agreement between Shallow River and the Organization, Shallow River generally donates the excess of its revenues over expenses to the Organization in order to maintain its 501(c)(2) tax-exempt status with the Internal Revenue Service. At June 30, 2019 and 2018, Shallow River did not make a donation to the Organization but retained its surplus of $246,624 and $264,560, respectively, due to the purchase of a new building and for use in future renovation projects and maintenance costs.

12. REFUNDABLE ADVANCES, MAINTENANCE OF EFFORT

The Organization maintains contracted arrangements with multiple Medicaid managed care organizations (MCOs) that provide a set per member per month payment for health care services provided. This system helps manage costs, utilization, and quality of services. The Organization is paid prior to services being provided each month and is required to maintain certain levels of performance. A reconciliation is calculated at year end between the Organization and the MCOs to determine if the Organization has been overpaid compared to actual utilization and services performed, which the Organization would then be required to repay. At June 30, 2019 and 2018, the outstanding capitated payment liability totaled $391,458 and $971,522, respectively.

13. COMMITMENTS AND CONTINGENCIES

The Organization receives funding under various state and federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Organization may be required to repay the grantor's funds.

Excess funds generated from state and/or Medicaid funded programs may be expended, at the Organization's discretion, to increase or improve service delivery within the program. The excess funds may not be used to increase spending for personnel, professional fees, fringe benefits, or capital expenditures without prior written approval of the State of New Hampshire.

The Organization has contracts with certain third-party payors requiring specific performance to supervise and document certain events relating to client treatment. These agencies periodically audit the performance of the Organization in fulfilling these requirements. If the payments were found not to have been made in compliance with the contracts, the Organization may be required to repay the funds received under the contract.

The Organization insures its medical malpractice risks on a claims-made basis under a policy, which covers all of its employees. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

Contracts with the State of New Hampshire and various federal agencies require that the properties supported be used for certain programs and/or to serve specified client populations. If Shallow River or the Organization should stop using the property to provide services acceptable to these grantors, the grantors would be entitled to all or part of the proceeds from the disposition of the property. These stipulations affect substantially all of the properties owned by Shallow River. The affected amount and the disposition are determined by negotiation with the granting authority at the time the property is sold.

14. NET ASSETS WITH DONOR RESTRICTIONS

At June 30, 2019 and 2018, net assets with donor restrictions consisted of the following:

	2019	2018
Certificates of Deposit – Memorial Fund	$ 252,417	$ 252,417
Dream Team Fund	2,832	2,924
Income earned on the Memorial Fund	215	421
Total net assets with donor restrictions	$ 255,464	$ 255,762

15. ENDOWMENT FUND AND NET ASSETS WITH DONOR RESTRICTIONS

As a result of the June 30, 2006 merger of The Center of Hope for Developmental Disabilities, Inc. (Center of Hope), with and into the Organization, the Organization assumed responsibility for certain assets of Center of Hope that are subject to charitable restrictions and designated for particular purposes, namely the Memorial Fund (the Fund).

The Fund was created by the Center of Hope in 1989 for the purpose of seeking out and funding experiences that make life more interesting and full for people with disabilities. In or around 1992, additional funds were added to the Fund as a result of a testamentary bequest of Dorothy M. Walters, for the purpose of providing "maintenance funds" for programs for individuals with mental and developmental disabilities. The Center of Hope interpreted the terms of this bequest as consistent with the purpose of the Fund, and the bequest meets the definition of an endowment fund.

The Not-for-Profit Entities Topic of the *FASB ASC (ASC 958-205* and subsections) intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.
The Organization has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support for life-enhancing activities of eligible individuals. The Organization will only distribute income generated by the fund, leaving the original corpus intact.

In recognition of the prudence required of fiduciaries, the Organization only invests the fund in certificates of deposits, which ensures that a majority of the balance of the Fund is covered by the FDIC. The Organization has taken a risk adverse approach to managing the Fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the Fund at any given time.

As of June 30, 2019 and 2018, the endowment was entirely composed of net assets with donor restrictions.

Changes in endowment net assets (at fair value) as of June 30, 2019 and June 30, 2018 were as follows:

	2019	2018
Certificates of deposit, beginning of year	$ 252,417	$ 252,417
Interest income	555	505
Withdrawals	(555)	(505)
Certificates of deposit end of year	$ 252,417	$ 252,417

16. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 22, 2019, the date the June 30, 2019 financial statements were available for issuance.

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
TOTALS FOR ALL PROGRAMS

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Mental Health	Developmental Services	Subtotals	General Management	2019 Total	2018 Summarized
REVENUES						
Program service fees:						
Client fees	$ 700,461	$ 77,790	$ 778,251	$ -	$ 778,251	$ 716,997
Residential fees	69,379	253,324	322,703	-	322,703	322,343
Blue Cross	186,499	26,825	213,324	-	213,324	252,148
Medicaid	11,890,220	24,838,754	36,728,974	-	36,728,974	35,567,982
Medicare	491,840	-	491,840	-	491,840	575,847
Other insurance	248,966	72,940	321,906	-	321,906	354,880
Local educational authorities	-	130,058	130,058	-	130,058	157,808
Vocational rehabilitation	1,863	7,111	8,974	-	8,974	11,011
Other program fees	1,140	-	1,140	-	1,140	3,156
Production/service income	253,865	202,752	456,617	-	456,617	437,758
Public support:						
Local/county government	440,833	1,900	442,733	-	442,733	306,732
Donations/contributions	5,573	19,786	25,359	1,631	26,990	24,296
Other public support	343,307	-	343,307	-	343,307	333,880
Bureau of Developmental Services and Bureau of Behavioral Health	523,328	325,125	848,453	-	848,453	620,079
Other federal and state funding:						
HUD	129,535	-	129,535	-	129,535	129,530
Other	150,121	-	150,121	3,619	153,740	178,053
Private foundation grants	220,000	-	220,000	40,000	260,000	219,507
Other revenues	68,661	66,068	134,729	248,008	382,737	261,640
Total revenues	15,725,591	26,022,433	41,748,024	293,258	42,041,282	40,473,647
EXPENSES						
Salaries and wages	$ 6,877,783	$ 8,271,846	$ 15,149,629	$ 3,354,596	$ 18,504,225	$ 17,799,659
Employee benefits	1,347,375	1,938,195	3,285,570	745,586	4,031,156	3,875,004
Payroll taxes	485,191	586,023	1,071,214	226,363	1,297,577	1,261,414
Client wages	126,389	139,906	266,295	-	266,295	283,437
Professional fees	232,781	10,927,612	11,160,393	267,669	11,428,062	11,708,365
Staff development and training	25,417	20,925	46,342	23,460	69,802	58,612
Occupancy costs	534,882	570,870	1,105,752	200,598	1,306,350	1,272,697
Consumable supplies	210,246	236,626	446,872	64,549	511,421	493,036
Equipment expenses	108,075	159,725	267,800	35,132	302,932	290,688
Communications	124,747	120,583	245,330	42,123	287,453	320,836
Travel and transportation	248,647	809,689	1,058,336	42,405	1,100,741	1,114,976
Assistance to individuals	3,676	108,288	111,964	1,174	113,138	110,821
Insurance	53,176	72,670	125,846	24,641	150,487	147,775
Membership dues	27,022	18,036	45,058	82,136	127,194	106,475
Bad debt expense	604,579	145,916	750,495	-	750,495	777,333
Other expenses	1,008	2,482	3,490	17,572	21,062	29,720
Total expenses	11,010,994	24,129,392	35,140,386	5,128,004	40,268,390	39,650,848
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 4,714,597	$ 1,893,041	$ 6,607,638	$ (4,834,746)	$ 1,772,892	$ 822,799

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Non-Specialized Outpatient	State Eligible Audit Outpatient	Outpatient Contracts	Children and Adolescents
REVENUES				
Program service fees:				
Client fees	$ 55,479	$ 114,127	$ -	$ 39,917
Residential fees	-	-	-	-
Blue Cross	48,392	82,231	-	38,196
Medicaid	102,889	1,207,184	679,651	2,437,517
Medicare	106,433	303,723	-	-
Other insurance	68,196	100,097	-	39,075
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	150	-
Other program fees	-	-	570	-
Production/service income	-	-	-	-
Public support:				
Local/county government	116,236	-	-	-
Donations/contributions	5,573	-	-	-
Other public support	-	-	25,569	-
Bureau of Developmental Services and Bureau of Behavioral Health	148,024	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	7	2,560	-
Private foundation grants	10,000	-	-	-
Other revenues	4,697	-	-	3,840
Total revenues	665,919	1,807,369	708,500	2,558,545
EXPENSES				
Salaries and wages	$ 345,971	$ 859,932	$ 303,860	$ 710,018
Employee benefits	42,395	93,060	63,915	122,397
Payroll taxes	24,250	57,358	21,057	49,685
Client wages	-	-	-	-
Professional fees	16,503	20,167	6,356	31,106
Staff development and training	1,161	6,226	925	4,197
Occupancy costs	45,353	64,859	20,793	53,759
Consumable supplies	16,795	10,620	2,941	11,550
Equipment expenses	7,401	9,264	2,536	7,579
Communications	18,557	14,291	2,265	10,570
Travel and transportation	290	838	5,192	25,980
Assistance to individuals	-	75	-	904
Insurance	3,523	7,557	2,351	6,433
Membership dues	2,199	5,354	1,905	3,466
Bad debt expense	75,727	77,150	32	19,663
Other expenses	67	47	73	45
Total expenses	600,192	1,226,798	434,201	1,057,352
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 65,727	$ 580,571	$ 274,299	$ 1,501,193

Continued

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Emergency Services	Other Non-BBH	Integrated Health Grant	Bureau of Drug & Alcohol Services
REVENUES				
Program service fees:				
Client fees	$ 44,232	$ 1,650	$ -	$ 6,299
Residential fees	-	-	-	-
Blue Cross	7,463	-	-	6,789
Medicaid	106,570	377,991	-	28,890
Medicare	7,256	-	-	8,358
Other insurance	17,031	1,164	-	11,654
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	98,304	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	110,354	-
Private foundation grants	-	210,000	-	-
Other revenues	-	-	-	-
Total revenues	280,856	590,805	110,354	61,990
EXPENSES				
Salaries and wages	$ 472,575	$ 238,497	$ 65,498	$ 66,972
Employee benefits	63,054	64,127	11,418	19,949
Payroll taxes	32,829	16,677	4,684	4,836
Client wages	-	-	-	-
Professional fees	11,749	7,799	8,102	1,241
Staff development and training	538	3,121	-	1,386
Occupancy costs	35,218	16,969	-	4,923
Consumable supplies	5,601	3,479	10,215	663
Equipment expenses	6,916	2,816	154	637
Communications	25,442	2,310	1,026	478
Travel and transportation	660	10,105	918	668
Assistance to individuals	-	2	-	-
Insurance	4,256	1,875	-	555
Membership dues	1,701	1,322	5	862
Bad debt expense	53,857	183	-	7,411
Other expenses	26	401	-	3
Total expenses	714,422	369,683	102,020	110,584
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ (433,566)	$ 221,122	$ 8,334	$ (48,594)

Continued

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Drug Court	Vocational Services	Restorative Partial Hospital	Case Management
REVENUES				
Program service fees:				
Client fees	$ 1,370	$ 2,713	$ 10,372	$ 193,728
Residential fees	-	-	-	-
Blue Cross	-	-	-	-
Medicaid	18,425	204,485	306,073	1,449,878
Medicare	-	-	-	3,561
Other insurance	-	-	-	3,049
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	1,713	-	-
Other program fees	570	-	-	-
Production/service income	-	47,206	-	-
Public support:				
Local/county government	324,597	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	32,345	-	-	24,768
Total revenues	377,307	256,117	316,445	1,674,984
EXPENSES				
Salaries and wages	$ 220,696	$ 149,992	$ 56,038	$ 764,670
Employee benefits	59,284	43,017	12,122	146,735
Payroll taxes	14,821	14,444	4,028	54,548
Client wages	-	54,064	-	-
Professional fees	8,182	2,906	959	18,302
Staff development and training	42	855	164	1,735
Occupancy costs	-	13,058	4,477	50,724
Consumable supplies	3,192	3,898	27,757	12,467
Equipment expenses	3,969	7,774	720	8,574
Communications	2,583	1,152	234	12,304
Travel and transportation	8,792	17,094	-	49,227
Assistance to individuals	-	-	-	-
Insurance	-	1,369	488	6,812
Membership dues	-	447	150	2,238
Bad debt expense	179	2,505	8,505	168,045
Other expenses	-	10	148	51
Total expenses	321,740	312,585	115,790	1,296,432
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 55,567	$ (56,468)	$ 200,655	$ 378,552

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Supportive Living	Community Residences	Disaster Behavioral	Victims of Crime Act
REVENUES				
Program service fees:				
Client fees	$ 63,257	$ 13,911	$ -	$ 9,607
Residential fees	-	54,909	-	-
Blue Cross	-	-	-	3,053
Medicaid	2,367,163	1,162,641	-	144,433
Medicare	215	-	-	16,346
Other insurance	328	-	-	7,887
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	317,738
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding:				
HUD	-	129,535	-	-
Other	-	-	400	-
Private foundation grants	-	-	-	-
Other revenues	23	188	-	-
Total revenues	2,430,986	1,361,184	400	499,064
EXPENSES				
Salaries and wages	$ 726,054	$ 816,886	$ -	$ 362,184
Employee benefits	186,922	209,151	-	63,399
Payroll taxes	51,316	57,079	-	24,804
Client wages	-	-	-	-
Professional fees	14,835	5,268	-	8,873
Staff development and training	751	35	-	1,724
Occupancy costs	46,687	44,241	-	27,375
Consumable supplies	18,427	25,974	-	3,771
Equipment expenses	8,721	14,379	-	3,861
Communications	7,047	8,591	-	3,252
Travel and transportation	59,066	10,383	-	13,358
Assistance to individuals	1,610	988	-	-
Insurance	6,907	2,147	-	3,306
Membership dues	2,605	658	-	1,361
Bad debt expense	46,838	14,124	-	5,396
Other expenses	50	41	-	22
Total expenses	1,177,836	1,209,945	-	522,686
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 1,253,150	$ 151,239	$ 400	$ (23,622)

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	ACT Team	IDN Grant	Other Mental Health Programs	Total Mental Health Programs	2018 Summarized
REVENUES					
Program service fees:					
Client fees	$ 143,799	$ -	$ -	$ 700,461	$ 676,504
Residential fees	14,470	-	-	69,379	70,500
Blue Cross	375	-	-	186,499	217,556
Medicaid	1,296,430	-	-	11,890,220	11,596,955
Medicare	45,948	-	-	491,840	575,847
Other insurance	485	-	-	248,966	287,550
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	1,863	5,917
Other program fees	-	-	-	1,140	58
Production/service income	-	-	206,659	253,865	222,560
Public support:				-	
Local/county government	-	-	-	440,833	287,832
Donations/contributions	-	-	-	5,573	4,403
Other public support	-	-	-	343,307	333,880
Bureau of Developmental Services				-	
and Bureau of Behavioral Health	277,000	-	-	523,328	379,308
Other federal and state funding:				-	
HUD	-	-	-	129,535	129,530
Other	-	36,800	-	150,121	170,477
Private foundation grants	-	-	-	220,000	219,507
Other revenues	921	-	1,879	68,661	47,724
Total revenues	1,779,428	36,800	208,538	15,725,591	15,226,108
EXPENSES					
Salaries and wages	$ 655,740	$ 22,499	$ 39,701	$ 6,877,783	$ 6,663,485
Employee benefits	131,849	7,030	7,551	1,347,375	1,354,024
Payroll taxes	43,668	1,475	7,632	485,191	466,978
Client wages	3,605	-	68,720	126,389	119,425
Professional fees	68,233	-	2,200	232,781	230,888
Staff development and training	1,315	-	1,242	25,417	27,418
Occupancy costs	83,191	-	23,255	534,882	542,490
Consumable supplies	9,005	-	43,891	210,246	205,410
Equipment expenses	7,019	4,711	11,044	108,075	115,737
Communications	5,688	2,175	6,782	124,747	142,581
Travel and transportation	36,959	33	9,084	248,647	254,925
Assistance to individuals	97	-	-	3,676	9,573
Insurance	5,312	-	285	53,176	58,206
Membership dues	2,025	-	724	27,022	27,788
Bad debt expense	124,964	-	-	604,579	693,320
Other expenses	22	-	2	1,008	1,932
Total expenses	1,178,692	37,923	222,113	11,010,994	10,914,180
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 600,736	$ (1,123)	$ (13,575)	$ 4,714,597	$ 4,311,928

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Service Coordination	School District Contracts	Day Programs	Early Supports & Services	Independent Living Services
REVENUES					
Program service fees:					
Client fees	$ -	$ -	$ -	$ 77,790	$ -
Residential fees	-	-	-	-	-
Blue Cross	-	-	-	26,825	-
Medicaid	975,912	-	4,603,410	1,118,540	373,404
Medicare	-	-	-	-	-
Other insurance	-	-	-	72,940	-
Local educational authorities	-	130,058	-	-	-
Vocational rehabilitation	-	-	7,111	-	-
Other program fees	-	-	-	-	-
Production/service income	-	-	175,819	-	-
Public support:					
Local/county government	-	-	1,900	-	-
Donations/contributions	-	-	19,786	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	104,498	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	41,122	-	5,662	1,713	-
Total revenues	1,017,034	130,058	4,813,688	1,402,306	373,404
EXPENSES					
Salaries and wages	$ 687,068	$ 57,206	$ 3,450,025	$ 499,489	$ 109,857
Employee benefits	183,609	8,461	955,352	76,066	23,113
Payroll taxes	47,486	4,277	252,686	36,019	8,124
Client wages	-	1	121,436	-	-
Professional fees	21,817	291	69,540	223,084	18,805
Staff development and training	555	9	4,281	7,665	141
Occupancy costs	59,292	2,670	256,472	6,725	6,308
Consumable supplies	14,005	792	70,438	9,333	1,225
Equipment expenses	6,837	457	106,191	3,939	1,204
Communications	5,079	295	43,599	15,828	629
Travel and transportation	24,385	2,578	543,093	91,951	5,690
Assistance to individuals	520	-	38,805	-	244
Insurance	5,825	492	30,544	4,271	1,247
Membership dues	77	3	11,673	189	3
Bad debt expense	-	-	5,956	134,349	5,611
Other expenses	235	4	1,776	25	7
Total expenses	1,056,790	77,536	5,961,867	1,108,933	182,208
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ (39,756)	$ 52,522	$ (1,148,179)	$ 293,373	$ 191,196

Continued

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Family Residence	Combined Day/ Residential Vendor	Individual Supported Living	Consolidated Services	Combined Day/ Residential Services
REVENUES					
Program service fees:					
Client fees	$ -	$ -	$ -	$ -	$ -
Residential fees	207,811	-	37,950	-	-
Blue Cross	-	-	-	-	-
Medicaid	7,438,382	1,969,301	332,928	2,700,710	1,589,858
Medicare	-	-	-	-	-
Other insurance	-	-	-	-	-
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	24,443	-	564	-	-
Public support:					
Local/county government	-	-	-	-	-
Donations/contributions	-	-	-	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	12,465	-	335	-	-
Total revenues	7,683,101	1,969,301	371,777	2,700,710	1,589,858
EXPENSES					
Salaries and wages	$ 1,892,153	$ -	$ 213,575	$ 940,246	$ 32,884
Employee benefits	404,997	-	54,218	155,379	4,736
Payroll taxes	137,778	-	14,982	53,982	2,459
Client wages	18,172	-	297	-	-
Professional fees	3,190,569	1,879,591	56,690	1,138,668	1,418,954
Staff development and training	4,250	-	392	1,578	55
Occupancy costs	161,837	-	48,188	11,998	1,567
Consumable supplies	104,350	-	9,564	5,219	9,960
Equipment expenses	29,331	-	1,715	6,523	386
Communications	32,570	-	3,418	15,486	195
Travel and transportation	63,967	-	5,017	58,063	-
Assistance to individuals	1,730	-	874	32,960	180
Insurance	16,532	-	2,152	7,410	360
Membership dues	378	-	4	5,701	-
Bad debt expense	-	-	-	-	-
Other expenses	329	-	13	54	2
Total expenses	6,058,943	1,879,591	411,099	2,433,267	1,471,738
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 1,624,158	$ 89,710	$ (39,322)	$ 267,443	$ 118,120

Continued

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Acquired Brain Disorder	Other Developmental Services Programs	Total Developmental Services Programs	2018 Summarized
REVENUES				
Program service fees:				
Client fees	$ -	$ -	$ 77,790	$ 40,493
Residential fees	-	7,563	253,324	251,843
Blue Cross	-	-	26,825	34,592
Medicaid	472,909	3,263,400	24,838,754	23,971,027
Medicare	-	-	-	-
Other insurance	-	-	72,940	67,330
Local educational authorities	-	-	130,058	157,808
Vocational rehabilitation	-	-	7,111	5,094
Other program fees	-	-	-	3,098
Production/service income	-	1,926	202,752	215,198
Public support:				
Local/county government	-	-	1,900	18,900
Donations/contributions	-	-	19,786	17,983
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	220,627	325,125	240,771
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	-	4,771	66,068	85,099
Total revenues	472,909	3,498,287	26,022,433	25,109,236
EXPENSES				
Salaries and wages	$ 29,770	$ 359,573	$ 8,271,846	$ 8,051,232
Employee benefits	9,815	62,449	1,938,195	1,813,646
Payroll taxes	2,075	26,155	586,023	584,666
Client wages	-	-	139,906	164,012
Professional fees	207,851	2,701,752	10,927,612	11,202,974
Staff development and training	44	1,955	20,925	15,681
Occupancy costs	1,051	14,762	570,870	534,222
Consumable supplies	317	11,423	236,626	227,095
Equipment expenses	289	2,853	159,725	149,865
Communications	163	3,321	120,583	122,787
Travel and transportation	1,024	13,921	809,689	816,535
Assistance to individuals	-	32,975	108,288	98,239
Insurance	271	3,566	72,670	73,980
Membership dues	1	7	18,036	22,327
Bad debt expense	-	-	145,916	84,013
Other expenses	2	35	2,482	1,235
Total expenses	252,673	3,234,747	24,129,392	23,962,509
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 220,236	$ 263,540	$ 1,893,041	$ 1,146,727

NORTHERN HUMAN SERVICES BOARD OF DIRECTORS

			Office	Home	Term M/Y Began / End
Officers:	Eric Johnson, CEO		447-3347		
	Madelene Costello, President				10.18 / 10.20
	Dorothy Borchers, Vice President				10.18 / 10.20
	James Salmon, Treasurer				10.17 / 10.21
	X̄, Secretary				10.18 / 10.20
Staff:	Dale Heon, CFO		447-3347		
	Susan Wiggin, Executive Assistant		447-3347		
	Suzanne Gaetjens-Olsen, MH Reg Administrator		444-5358		
	Liz Charles, DD Reg Administrator		447-3347		
Term Expire	The Mental Health Center 3 Twelfth St., Berlin, NH 03570	Kassie Eafrati Director of BH	752-7404		
'22	Margaret McClellan, [redacted]				6/01
'20	*Stephen Michaud, [redacted]				11/02
'20	*Dorothy Borchers, [redacted]				05/17
	The Mental Health Center 25 W. Main St., Conway, NH 03818		447-2111		
	70 Bay St., Wolfeboro 03894		569-1884		
	New Horizons 626 Eastman Road, Center Conway, NH 03818	Shanon Mason DS Director	356-6310		
'21	*Maddie Costello, [redacted]				9/06
'20	*Carrie Duran, [redacted]				1/17
'21	James Salmon, [redacted]				11/03
	The Mental Health Center 55 Colby St., Colebrook 03576		237-4955		
	69 Brooklyn St., Groveton 03582		636-2555		
	Vershire Center 24 Depot Street, Colebrook, NH 03576		237-5721		
'20	Georgia Caron, [redacted]				[5/08]
	White Mountain Mental Health 29 Maple St., Box 599, Littleton 03561	Bethany Isenberg Director of BH	444-5358		
	Common Ground 24 Lancaster Road, Whitefield, NH 03584	Mark Vincent DS Director	837-9547		
'22	Bob Fink, [redacted]				1/07, 3/13

Executive Committee: S. Michaud, M. McClellan, J. Salmon, M. Costello, D. Borchers, E. Johnson
Finance Committee J. Salmon, M. McClellan, S. Michaud, B. Fink, D. Borchers, M. Costello, D. Heon
Program Committee: M. McClellan, M. Costello, G. Caron, C. Duran, S. Gaetjens-Olsen, L. Charles
Development Committee: C. Duran, D. Borchers, M. McClellan, M. Costello, K. Blake, S. Mason, S. Gaetjens-Olsen, S. Wiggin

*Member representing consumer with developmental disability / NOTE: Bylaws state that a minimum of 7 meetings, including the Annual Business Meeting, must be held.

Last revised: 12/19, 4/20

Northern Human Services

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
			0%	$0.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

June 3, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

(1) Authorize the Department of Health and Human Services, Division of Public Health, to enter into a **retroactive, sole source** agreement with Northern Human Services, Vendor # 232333-R001, 87 Washington Street, Conway, NH 03818 to provide trainings in evidence-based home visiting services for young children and families in an amount not to exceed $100,000, effective retroactive to May 1, 2019 upon Governor and Executive Council approval through June 30, 2021. 100% General Funds.

(2) Contingent upon approval of Requested Action (1), authorize the Department of Health and Human Services to provide Northern Human Services, with an advance payment in an amount not to exceed $100,000, effective upon the date of Governor and Executive Council approval for the provision of start-up costs for trainings in evidence-based home visiting services. 100% General Funds.

Funds are available in the following account for State Fiscal Year 2019.

05-95-90-042-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD-FAMILY SERVICES

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	643-504191	Contracts for Prog Svc	42105745	$100,000
SFY 2020	643-504191	Contracts for Prog Svc	42105745	$0
SFY 2021	643-504191	Contracts for Prog Svc	42105745	$0
			Total	**$100,000**

EXPLANATION

This request is **retroactive** because trainings are scheduled to take place in May of 2019. Sole source contract negotiations were not completed until the beginning of May 2019. The fully executed contract was not received from the vendor until May 29, 2019.

This request is **sole source** because Northern Human Services is the Fiscal Agent for the Coos

Coalition for Young Children and Families (CCYCF). They are the coordinating body in Coos and Northern Grafton Counties for child maltreatment prevention utilizing evidence based practices. This is the only coalition in Coos and Northern Grafton counties whose primary purpose is to promote the optimal social and emotional development for children birth through eight (8) years of age. Since 2009, more than a dozen cross sector organizations including health centers, mental health providers, school districts, childcare centers, Head Start and family support programs have worked to build a coordinated and aligned system of supports for children and their families living in Coos and Northern Grafton counties.

The purpose of this contract is to increase the ability of the CCYCF and its agency partners to facilitate community-based, evidence-based parental assistance programs in accordance with SB 592 (2018 Legislative Session). Programs are designed to reduce child maltreatment, improve parent-child interactions, improve skills for regulating behavior and coping adaptively and facilitate improved coordination of services and referrals.

CCYCF, under the fiscal auspices of Northern Human Services, will train home visitors and community health workers in the evidence based parent education model, *Growing Great Kids* and in motivational interviewing, which is an evidence based practice. Additional training will be provided using an evidence-based framework called *Boundary Spanning Leadership* to existing and new CCYF agency partners in order to build partnerships and increase the CCYCF membership.

Services provided through this contract will target professionals including home visitors and community health workers in CCYCF member agencies who provide home based services to families and caregivers struggling with substance abuse as well as to young families with children less than eight (8) years of age who are at risk for child abuse and neglect.

Training outcome measures of this contract include, but are not limited to:

- An increase of 20% in the parenting skills of families receiving home visits in the designated service areas.
- An increase to 90% of CCYCF agencies using evidence based parenting education such as Growing Great Kids.

Requested Action (2), if approved, will enable Northern Human Services to financially support startup costs for training in evidence-based home visiting services. The advanced payment represents costs that would pose a financial hardship to the organization to carry as credit pending reimbursement upon conclusion of the trainings.

As referenced in Exhibit C-1 of this contract, the Department reserves the right to extend contracted services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, home visitors who provide services to caregivers with substance abuse as well as families with young children at risk of child abuse and neglect may not receive appropriate evidence based training and follow up coaching activities that are imperative to teaching positive parenting and family structure to those in need.

Area served Coos County, northern Grafton County north of the Franconia Notch.

Source of Funds: 100% General Funds

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: North Country Community Collaboration to Stregthen & Preserve Families (SS-2019-DPHS-26-NORTH)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Northern Human Services		1.4 Contractor Address 87 Washington Street Conway, NH 03818	
1.5 Contractor Phone Number 603-915-7020	1.6 Account Number 05-95-042-421010-2958-643-504191	1.7 Completion Date June 30, 2021	1.8 Price Limitation $100,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Eric Johnson, CEO	

1.13 Acknowledgement: State of NH, County of Carroll

On June 7, 2019, 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

1.13.2 Name and Title of Notary or Justice of the Peace
Susan Wagin

1.14 State Agency Signature for USA Morris Date: 6/10/19	1.15 Name and Title of State Agency Signatory

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) *(if applicable)*

By: On: 6/7/19

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

Subject: North Country Community Collaboration to Stregthen & Preserve Families (SS-2019-DPHS-26-NORTH)

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Susan Riggin

1.14 State Agency Signature Date:	1.15 Name and Title of State Agency Signatory

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) *(if applicable)*

By: On:

1.18 Approval by the Governor and Executive Council *(if applicable)*

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials F.J.
Date 6/9/19

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form 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.

Contractor Initials EJ
Date 6/7/19

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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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.

Contractor Initials EJ
Date 6/7/19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

1.4. The Contractor shall ensure trainings are available to providers in Coos and Norther Grafton Counties who provide services to the target populations.

2. Scope of Services

2.1. The Contractor shall ensure trainings and curricula focus on target populations that include, but are not limited to:

2.1.1. Overburdened families.

2.1.2. Caregivers struggling with substance abuse.

2.1.3. Young families with children less than 8 years of age, who are at risk for child abuse and neglect, and other adverse childhood experiences.

2.2. The Contractor shall conduct trainings and coaching sessions in order to increase home visiting services to the target population, The Contractor shall:

2.2.1. Provide two (2) trainings that include tuition; a trainer; travel, hotel, and meal costs associated with trainer; cost of the venue; materials; training supplies; associated shipping; and a minimum of twenty (20) hours of coaching per participant, as follows:

2.2.1.1. Growing Great Kids 0-36 months Tier 1 Certification Seminar by Great Kids Inc. over four (4) days, and

2.2.1.2. Growing Great Kids 3-5 years Training by Great Kids Inc., over four (4) days.

2.2.2. Provide a Motivational Interviewing Training by North Country Health Consortium over two (2) days that includes tuition; material and training

supplies; cost of the venue; and a minimum of five (5) hours of coaching per participant;

2.3. The Contractor shall ensure all trainings are available to a minimum of twenty-four (24) home visitors from the following organizations:

2.3.1. The Family Resource Center.

2.3.2. Northern Human Services' Infant Mental Health - Early Supports and Services programs.

2.3.3. Head Start.

2.3.4. Response: Domestic and Sexual Violence Support Center

2.4. The Contractor shall provide Motivational Interviewing and The Boundary Spanning Leadership (BSL) Training, and follow-up coaching activities, by counting partnerships with partners that include, but are not limited to:

2.4.1. North Country Health Consortium.

2.4.2. Public Health Network.

2.4.3. Response: Domestic and Sexual Violence Support Center to Domestic Violence and Sexual Abuse Coalition.

2.4.4. Other Contractor network organizations as deemed appropriate and agreed upon by the Department

2.5. The Contractor shall conduct Boundary Spanning Leadership (BSL) training and activities including, but not limited to:

2.5.1. Facilitation of BSL tools, exercises and activities

2.5.2. Facilitation of assessment of team readiness in BSL toolkit and activities in BSL toolkit, to include all network partners.

2.5.3. Facilitation of the use of the BSL Toolkit activities, and coordinate network definitions used in BSL Toolkit to span boundaries.

2.5.4. Support, creation and operationalizing of transformation across the network to arrive at shared improved outcomes for BSL Network team.

2.5.5. Support and participate in evaluating the outcomes of BSL training and submit needed data and actions to the University of New Hampshire Institute on Disability.

2.6. The Contractor shall support the evaluation of the BSL Model completed by the University of New Hampshire (UNH) in Study 1 of the Cross Site-Evaluation within the Community Collaboration to Strengthen and Preserve Families Project.

2.7. The Contractor shall collaborate with the Department to learn about and engage in national promising practices of evidenced-based or evidence-informed prevention of child abuse and neglect.

2.8. The Contractor shall provide evidence-based, culturally and linguistically

competent, prevention-focused parental assistance programs to the community, designed to:

2.8.1. Reduce child maltreatment.

2.8.2. Improve parent-child interactions.

2.8.3. Improve skills for regulating behavior and coping adaptively.

2.8.4. Improve coordination of services and referrals for young families.

2.9. The Contractor shall provide a variety of prevention services to parents of children up to eight (8) years of age, including but not limited to:

2.9.1. Home Visiting

2.9.2. Parent education.

2.9.3. Family support services, including respite or crisis care.

2.9.4. Activities that promote Protective Factors, that include, but are not limited to increasing parental resilience through parental education, that show evidence of:

2.9.4.1. Promoting social connection.

2.9.4.2. Increasing access to, or provide, concrete support systems.

2.9.4.3. Increasing knowledge of parental development.

2.9.4.4. Increasing knowledge, awareness or skills that promote resilience and increase the social and emotional competence of children.

2.10. The Contractor shall lead program-planning efforts, be present at, and participate in Community Collaboration statewide meetings.

2.11. The Contractor shall lead facilitation development of a Practice Profile as defined by the DHHS and the Community Collaborations Evaluation Contractor, the University of New Hampshire, Institute on Disability.

2.12. The Contractor shall facilitate and lead a Community Implementation Team as defined by the DHHS and the Community Collaborations Evaluation Contractor, the University of New Hampshire, Institute on Disability. This team can be made up of the BSL training participants.

2.13. The Contractor shall draft, and finalize a Community Implementation Team (CIT) project work plan, timeline, and logic model Team as defined by the DHHS and the Community Collaborations Evaluation Contractor, the University of New Hampshire, Institute on Disability.

2.14. The Contractor shall coordinate network /CIT data definition establishment and data collection according to network-determined definitions as defined by the DHHS and the Community Collaborations Evaluation Contractor, the University of New Hampshire, Institute on Disability.

3. Reporting

3.1. The Contractor, with the CIT, shall submit a Practice Profile.

3.2. The Contractor shall submit annual and interim reports on process and outcome measures for each area of study in order to determine quality improvement and recommendations upon Department request.

4. Performance Measures

4.1. The Contractor shall minimally achieve the following outcomes by the end of 12 months after contract implementation (only relates to agencies that participate in MI and EBP training. Outcomes include but are not limited to:

4.1.1. Increase the number of home visitors who are trained and implementing evidence-based parenting education into their work by ten (10) from 42 to 52.

4.1.2. Increase the number of children actively receiving home visits by 47, from 303 to 350.

4.1.3. Increase the number of caregivers actively receiving home visits by twenty (20) from 164 to 184.,

4.1.4. Improve on average parenting skills by 25% up from 2018 average of 18%.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This agreement is funded with 100% General Fund
3. Failure to meet the scope of services may jeopardize the funded Contractor's future funding.
4. Payment for said services shall be made monthly as follows:
   4.1. Upon Governor and Executive Council approval the Contractor shall submit an invoice to the Department in the amount of $100,000 for payment of services outlined in Exhibit A.
   4.2. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   4.3. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

        Financial Administrator
        Department of Health and Human Services
        Division of Public Health Services
        29 Hazen Drive
        Concord, NH 03301

   4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

New Hampshire Department of Health and Human Services

Contractor name Northern Human Services

Budget Request for: Community Collaborations to Strengthen and Preserve Families

Budget Period: May 1, 2019 -June 30th, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants - Coaches	$ 39,000.00	$ -	$ 39,000.00	$ 5,940.00	$ -	$ 5,940.00	$ 33,060.00	$ -	$ 33,060.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 3,684.00	$ -	$ 3,684.00	$ -	$ -	$ -	$ 3,684.00	$ -	$ 3,684.00
Lab		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 1,875.00	$ -	$ 1,875.00	$ -	$ -	$ -	$ 1,875.00	$ -	$ 1,875.00
7. Occupancy		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 48,725.00	$ -	$ 48,725.00	$ -	$ -	$ -	$ 48,725.00	$ -	$ 48,725.00
12. Subcontracts/Agreements		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Facility fees	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
Fiscal Sponsor Fee - 12% (DHHS portion o	$ 12,000.00	$ -	$ 12,000.00	$ 1,844.00	$ -	$ 1,844.00	$ 10,156.00	$ -	$ 10,156.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 107,784.00	$ -	$ 107,784.00	$ 7,784.00	$ -	$ 7,784.00	$ 100,000.00	$ -	$ 100,000.00

Indirect As A Percent of Direct 12.0%

Contractor Initials 5/29/19

Date

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

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

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

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

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

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

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

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

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

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. **Contract Definitions:**

20.1. 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.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. 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 and/or goods to be provided 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.

20.4. 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.

20.5. 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 time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials 5/29/19
Date

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name: Northern Human Services

6/7/19
Date

Name: Eric Johnson
Title: CEO

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Northern Human Services

6/7/19
Date

Name: Eric Johnson
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials FS
Date 5/29/19

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Vendor Name: Northern Human Services

6/7/19
Date

Name: Eric Johnson
Title: CEO

Vendor Initials EJ
Date 6/7/19

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

The Vendor 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:

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

The Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: Northern Human Services

6/7/19
Date

Name: Eric Johnson
Title: CEO

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 Vendor 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 Vendor 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.

Vendor Name: Northern Human Services

6/7/19
Date

Name: Eric Johnson
Title: CEO

Vendor Initials EJ
Date 6/7/19

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor 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.

(1 **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

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, TitleXIII, 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 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 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 160.103, 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 164.103.

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, unreadable, 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) **Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall 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 HIPAA Privacy, Security, and Breach Notification Rules 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. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. 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.

e. 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 (l). 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 Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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 Paragraph 10 of the standard terms and conditions (P-37) 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, 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.

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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Northern Human Services
The State	Name of the Vendor
Patrick Tilley for	
Signature of Authorized Representative	Signature of Authorized Representative
LISA Morris	Eric Johnson
Name of Authorized Representative	Name of Authorized Representative
Director, DPHS	CEO
Title of Authorized Representative	Title of Authorized Representative
6/10/19	6/7/19
Date	Date

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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Northern Human Services
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
	Eric Johnson
Name of Authorized Representative	Name of Authorized Representative
	CEO
Title of Authorized Representative	Title of Authorized Representative
	6/7/19
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: Northern Human Services

6/7/19
Date

Name: Eric Johnson
Title: CEO

Vendor Initials EJ
Date 6/7/19

FORM A

As the Vendor 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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Vendor Initials EJ
Date 5/29/19

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

SEP16'20 PM12:00 DAS 10 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

August 5, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive** contract with National Jewish Health, (Vendor #172376-B001) Denver, CO for the provision of statewide telephonic tobacco treatment services to reduce tobacco use and dependence, with no change to the price limitation of $714,000 and no change to the contract completion date of June 30, 2022 effective retroactive to July 1, 2020 upon Governor and Council approval. 61% Federal Funds. 39% General Funds.

The original contract was approved by Governor and Council on June 24, 2020, (Item $40).

EXPLANATION

This request is **Retroactive** because the contract review and approval process took longer than anticipated. Due to changes to the payment terms of the contract, we are requesting that this Amendment be retroactive to July 1, 2020, the starting date of the original contract.

The purpose of this request is modify the payment terms of the contract by incorporating a fixed fee schedule for cost of services. The fixed fee schedule includes prices based on the types of calls; nicotine replacement therapies; and additional services offered.

Approximately 5,000 adults and 1,000 adolescents in New Hampshire will be served from July 1, 2020 to June 30, 2022.

The Contractor provides a statewide tobacco treatment quitline that includes, but is not limited to, telephone, web and mobile evidence-based tobacco treatment interventions at no cost to New Hampshire adolescents (13-17 years of age); young adults (18-35 years of age); and adults (over 35 years of age), in order to reduce the health and economic burden of tobacco use and dependence.

The Department monitors contracted services using the following performance measures:

- Maintaining a minimum of ninety percent (90%) live-answer rate each month of the contract period.
- Achieving a two percent (2%) Reach Rate Goal.
- Achieving a thirty-five percent (35%) Quit Rate Goal (Overall Baseline of thirty-two percent (32%).

As referenced in Exhibit A, Section 1, Subsection 1.2, Paragraph 3.3 of the attached contract, the parties have the option to extend the agreement for up to four (4) additional years,

contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is not exercising a renewal option at this time.

Should the Governor and Council not authorize this request the Department may be liable for fixed fees per service provided by the Contractor that are not currently identified in the existing contract, which could result in a decrease in services or an increase in costs associated with services being provided.

Area served: Statewide

Source of Funds: 61% Federal Funds, CFDA 93.387, FAIN NU58DP006786; and 39% General Funds.

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Tobacco Treatment Quitline Contract

This 1st Amendment to the Tobacco Treatment Quitline contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and National Jewish Health, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 1400 Jackson Street, Denver, Colorado, 80206.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2020, (Item #40) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the payment terms; and

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

1. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporate by reference herein.

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be retroactively effective to July 1, 2020 upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/22/2020
Date

Name: Ann Landry
Title: Associate Commissioner

National Jewish Health

6/29/2020
Date

Name: Christine Forcucci
Title: EVP/CFO

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

OFFICE OF THE ATTORNEY GENERAL

07/17/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

Payment Terms

1. This Agreement is 61% funded by the National State-Based Tobacco Control Programs, as awarded on October 4, 2019, by the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention CFDA #93.305 and 39% General Funds.

2. For the purposes of this Agreement:

   2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.

   2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.

3. The Contractor shall submit an invoice on a fixed fee per service basis in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies services utilized in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment, and shall be in accordance with the approved budget and fee schedule.The fee schedule is as follows:

   3.1. Calls & NRT:

	Cost per Unit
Hang-ups/Disconnect	In Kind
General Inquiry Calls	$14.00
Intakes	$30.00
Coaching Call 1	$37.00
Coaching Calls 2 plus	$34.00
NRT Program	
4-weeks Patches	$54.00
4-weeks Gum	$60.00
4-weeks Lozenge	$64.00
2-weeks Patches	$34.00
2-weeks Gum	$36.00
2-weeks Lozenge	$38.00
2- week patch gum combo	$69.00
2- week patch lozenge combo	$71.00
6-week patch gum combo	$86.00

6-week patch lozenge combo	$90.00
Pregnancy Postpartum Program Extended Coaching Calls - Additional cost per call	$8
Behavioral Health Program Extended Coaching Calls - Additional cost per call	$8
Youth Program – Flat Fee Per Month	$500.00
Online Products: Participant registrations on New Hampshire's QuitLogix.com website. Includes text, email and general inquiry chat services (Flat fee per month)	$1,000.00
Evaluation - Outcomes and Satisfaction Per Completed Survey Annual Outcomes Report	 $40.00 $5,000
Customized Programming Requested changes in Scripting/Reporting/Program Modifications/Program enhancements	$10,000.00
Multimedia Media Services Other State and Federal Funds may be available for marketing	Not to exceed: $32,500.00
Media Consultation	Not to exceed $5,000

3.2. Pricing for additional services, if requested:

	Cost per Unit
Chantix (Market rate as of 1/2020	$442.15
Bupropion (Market rate as of 1/2019)	$34.95
eReferral per system	$9,000
eCoaching – flat fee per month	$500.00
Medicaid NRT charge per order	$6.00
Bulk NRT – as needed basis	

4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHSContractBilling@dhhs.nh.gov, or invoices may be mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions

Form Number P-37 of this Agreement.

6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

    11.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

        11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

        11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

        11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part

200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. As a fixed fee per service subrecipient, Contractor will include the total amount of final invoice for the fiscal year as a single item in the annual audit.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. 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.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

National Jewish Health

is a

Nonprofit Corporation

formed or registered on 09/14/1978 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871355345 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/28/2020 that have been posted, and by documents delivered to this office electronically through 06/01/2020 @ 07:19:19 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/01/2020 @ 07:19:19 in accordance with applicable law. This certificate is assigned Confirmation Number 12373115 .

Jena Griswold

Secretary of State of the State of Colorado

**************************************End of Certificate**************************************

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

CERTIFICATE OF AUTHORITY

I, Dr. Michael Salem, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of National Jewish Health.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 22, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Christine Forkner, EVP Corporate Affairs/CFO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of National Jewish Health to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/26/2020

Signature of Elected Officer
Name: Dr. Michael Salem
Title: President/CEO

STATE OF COLORADO

County of Denver

The foregoing instrument was acknowledged before me this 26 day of June, 2020.

By Dr. Michael Salem
(Name of Elected Clerk/Secretary/Officer of the Agency)

JENNIFER L. POWERS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984031424
MY COMMISSION EXPIRES NOVEMBER 12, 2022

(NOTARY SEAL)

(Notary Public/Justice of the Peace)

Commission Expires: 11/12/2022

Rev. 09/23/19

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/09/2020

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 have ADDITIONAL INSURED provisions or 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).

Holder Identifier :

PRODUCER
Aon Risk Insurance Services West, Inc.
Denver CO Office
1900 16th Street, Suite 1000
Denver CO 80202 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (303) 758-7688 FAX (A/C. No.): (303) 758-9458
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Copic Insurance Company	11860
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
National Jewish Health
1400 Jackson Street
Denver CO 80206-2761 USA

COVERAGES **CERTIFICATE NUMBER:** 570082188406 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HCC0011476	07/01/2020	07/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	Included
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$1,000,000
	OTHER: $300,000 GL Deductil							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: NH Tobacco Helpline Operation and Sustainability Contract.

Certificate No : 570082188406

CERTIFICATE HOLDER

State of New Hampshire, DHHS
Attn: Contracts & Procurement Unit
129 Pleasant Street
Brown Bldg
Concord NH 03301 USA

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

Aon Risk Insurance Services West, Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/23/2020

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 have ADDITIONAL INSURED provisions or 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
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Denver CO Office
1900 16th Street, Suite 1000
Denver CO 80202 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (303) 758-7688 FAX (A/C, No.): (303) 758-9458
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Copic Insurance Company	11860
INSURER B:	State National Ins Company, Inc.	12831
INSURER C:	Liberty Mutual Insurance Co.	23043
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
National Jewish Health
1400 Jackson Street
Denver CO 80206-2761 USA

COVERAGES CERTIFICATE NUMBER: 570081501465 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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HCC0011476	07/01/2019	07/01/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	Included
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$1,000,000
	OTHER: $300,000 GL Deductil							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC6691449132020	01/01/2020	01/01/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
B	Excess WC			NDE093747920 SIR applies per policy terms & conditions	01/01/2020	01/01/2021	Policy Aggregate SIR	$1,000,000 $500,000

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

Re: NH RFP

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord NH 03301 USA

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

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570081501465

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The ACORD name and logo are registered marks of ACORD

Mission Statements

Institutional Mission Statement

Our Mission since 1899 is to heal, to discover, and to educate as a preeminent health care institution.

We serve by providing the best integrated and innovative care for patients and their families; by understanding and finding cures for the diseases we research; **and by educating and training the next generation of health care professionals to be leaders in medicine and science.**

National Jewish Health and Subsidiary

Consolidated Financial Statements
(With Independent Auditor's Report Thereon)

June 30, 2019 and 2018

National Jewish Health and Subsidiary

June 30, 2019 and 2018

Contents

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Statements of Activities 5

Statements of Cash Flows 7

Notes to Financial Statements 9

BKD
CPAs & Advisors

1801 California Street, Suite 2900 | Denver, CO 80202-2606
303.861.4545 | Fax 303.832.5705 | bkd.com

Independent Auditor's Report

Board of Directors
National Jewish Health
Denver, Colorado

We have audited the accompanying consolidated financial statements of National Jewish Health and Subsidiary (National Jewish Health), which comprise the consolidated statements of financial position as of June 30, 2019 and 2018, and the related consolidated statements of activities and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

PRAXITY
Empowering Business Globally

Board of Directors
National Jewish Health

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of National Jewish Health as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As described in Note 3 to the financial statements, in 2019, the Organization adopted Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*, ASU 2018-08, *Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made (Topic 958)* and ASU 2014-09, *Revenue from Contracts with Customers*. Our opinion is not modified with respect to these matters.

BKD, LLP

Denver, Colorado
October 23, 2019

National Jewish Health and Subsidiary

Consolidated Statements of Financial Position

June 30, 2019 and 2018

(In thousands)

	2019	2018
Current assets:		
Cash and cash equivalents	$ 4,327	$ 2,577
Short-term investments	3,000	-
Accounts receivable:		
Patient care, net	27,442	28,026
Grant revenue receivable	561	755
Bequests, net	1,910	2,266
Pledges, net	18,299	20,332
Contributions receivable - program services	7,940	5,493
Receivable from joint ventures	3,417	9,315
Other	4,870	1,829
Assets held by trustees – current portion	2,746	2,653
Prepaid expenses	2,924	2,203
Drugs and supplies	2,694	2,299
Total current assets	80,130	77,748
Assets whose use is limited:		
Internally-designated assets	47,543	46,732
Assets held by trustee, net of current portion	1,217	1,276
Assets reserved for gift annuities	7,719	8,021
Other	121	128
Total assets whose use is limited	56,600	56,157
Other assets:		
Long-term investments	66,060	63,918
Contributions receivable under unitrust agreements	1,649	2,001
Pledges, net of current portion and allowance	12,832	13,394
Beneficial interest under perpetual and other trust agreements	12,695	12,963
Other	2,476	2,311
Total other assets	95,712	94,587
Property and equipment, at cost:		
Land	13,053	13,053
Buildings	101,842	99,976
Equipment and software	78,204	81,941
Construction-in-progress	437	-
	193,536	194,970
Less accumulated depreciation	(121,749)	(121,590)
Property and equipment, net	71,787	73,380
Total assets	$ 304,229	$ 301,872

National Jewish Health and Subsidiary

Consolidated Statements of Financial Position (continued)

June 30, 2019 and 2018

(In thousands)

	2019	2018
Current liabilities:		
Accounts payable and accrued expenses	$ 7,471	$ 8,372
Line of credit	6,924	13,581
Refundable advances	3,062	1,270
Worker's compensation, current portion	172	144
Accrued salaries, wages, and employee benefits	8,081	7,695
Unearned revenue	2,438	2,997
Estimated settlements with third-party payors	2,807	1,798
Accrued vacation, current portion	3,321	3,335
Long-term debt, current portion (including capital leases)	5,912	4,040
Liability under annuity contracts, current portion	1,412	1,401
Liability under unitrust agreements, current portion	153	155
Total current liabilities	41,753	44,788
Accrued vacation, net of current portion	990	1,092
Liability under annuity contracts, net of current portion	7,679	8,453
Liability under unitrust agreements, net of current portion	1,520	2,234
Long-term debt, net of current portion	24,137	30,103
Other	1,346	1,409
Total liabilities	77,425	88,079
Net assets:		
Without donor restrictions	87,606	71,082
With donor restrictions	139,198	142,711
Total net assets	226,804	213,793
Total liabilities and net assets	$ 304,229	$ 301,872

National Jewish Health and Subsidiary

Consolidated Statements of Activities

Years Ended June 30, 2019 and 2018

(In thousands)

	2019	2018
Changes in net assets without donor restrictions:		
Revenue, gains, and other support without donor restrictions:		
Net patient service revenue	$ 147,956	$ 140,965
Health initiatives revenue	14,030	9,711
Revenue from joint ventures	9,397	17,186
Professional education revenue	364	3,001
Grant research awards	56,016	40,670
Other operating revenue	31,367	14,077
Major gifts	2,183	1,789
Direct mail	2,342	2,258
Special events, net of direct donor benefits of $3,211 and $3,022, respectively	2,516	2,684
Bequests	2,551	2,464
Gift annuity contributions	411	346
Investment income, net	2,768	3,208
Total revenue, gains, and other support without donor restrictions	271,901	238,359
Net assets released from restriction:		
Net assets released from restriction – grants	695	10,351
Net assets released from restriction – public support	22,603	11,006
Net assets released from restriction – professional education	2,552	-
Total net assets released from restriction	25,850	21,357
Expenses:		
Academic services	103,937	98,794
Clinical services	108,506	92,900
Health initiatives and marketing	16,311	13,053
Professional education	2,215	2,232
Fund development	8,128	8,137
Administration and fiscal support	32,148	31,937
Support services	12,378	12,133
Bad debt expense	-	1,843
Total expenses	283,623	261,029
Other income (expense):		
Increase (decrease) in value of gift annuities	743	(16)
Loss on disposal of property and equipment	-	(20)
Net gain realized from insurance proceeds	1,653	-
Total other income (expense):	2,396	(36)
Increase (decrease) in net assets without donor restrictions	16,524	(1,349)

See Accompanying Notes to the Consolidated Financial Statements

National Jewish Health and Subsidiary

Consolidated Statements of Activities (continued)

Years Ended June 30, 2019 and 2018

(In thousands)

	2019	2018
Changes in net assets with donor restrictions:		
Grant support – restricted	695	10,850
Professional education revenues – restricted	4,278	-
Major gifts	9,141	15,396
Direct mail	207	191
Special events	1,160	1,161
Bequests	2,177	2,417
Change in value of split-interest agreements	1,980	2,757
Investment gain, net	1,579	1,741
Contributions – restricted in perpetuity	1,348	4,832
Change in beneficial interest in perpetual trusts	(228)	304
Total revenue with donor restrictions	22,337	39,649
Net assets released from restrictions – grants	(695)	(10,351)
Net assets released from restrictions – public support	(22,603)	(11,006)
Net assets released from restrictions – professional education	(2,552)	-
Total net assets released from restrictions	(25,850)	(21,357)
(Decrease) increase in net assets with donor restrictions	(3,513)	18,292
Increase in net assets	13,011	16,943
Net assets, beginning of year	213,793	196,850
Net assets, end of year	$ 226,804	$ 213,793

National Jewish Health and Subsidiary

Consolidated Statements of Cash Flows

June 30, 2019 and 2018

(In thousands)

	2019	2018
Cash flows from operating activities:		
Increase in net assets	$ 13,011	$ 16,943
Items not requiring (providing) cash		
Depreciation	7,432	8,007
Bad debt expense	-	1,843
Unrealized losses (gains)	1,081	(120)
Increase in net assets with donor restrictions in perpetuity	(1,120)	(5,136)
Bond premium, discount, and issuance cost amortization	(1,282)	(54)
Net gain realized from insurance proceeds	(1,653)	-
Changes in		
Transfer of internally designated assets to short term investments	3,000	-
Patient care accounts receivable	584	(814)
Grant receivables	194	(351)
Pledges receivable	2,595	(8,790)
Bequests receivable	356	(1,739)
Other current assets	1,741	(2,235)
Contributions receivable - program services	(2,447)	-
Contributions receivable - other	352	538
Beneficial interest under perpetual trust	268	(287)
Other assets	(165)	448
Estimated third-party payor settlements	1,009	24
Accounts payable and accrued expenses, workers compensation, accrued salaries, wages, and employees benefits and unearned grants	(1,108)	(6,383)
Refundable advances	1,792	-
Accrued vacation	(116)	63
Net cash provided by operating activities	25,524	1,957

National Jewish Health and Subsidiary

Consolidated Statements of Cash Flows (continued)

June 30, 2019 and 2018

(In thousands)

	2019	2018
Cash flows from investing activities:		
Purchases of property and equipment	(6,208)	(3,660)
Proceeds from insurance	2,022	-
Transfer of internally designated assets to short term investments	(3,000)	-
Purchases of internally designated assets	(7,489)	(12,430)
Proceeds from sale of internally designated assets	3,768	10,495
Proceeds from sale of assets held by trustees	3	103
Purchases of investments and assets reserved for gift annuities	(20,882)	(23,209)
Proceeds from sale of investments and assets reserved for gift annuities	17,842	22,379
Net cash used in investing activities	(13,944)	(6,322)
Cash flows from financing activities:		
Line of credit, net change	(6,657)	4,009
Repayment of long-term debt	(2,812)	(4,125)
Decrease in liability under gift annuity agreements	(764)	(979)
Decrease in liability under unitrust agreements	(717)	(595)
Increase in net assets with donor restrictions in perpetuity	1,120	5,136
Net cash (used in) provided by financing activities	(9,830)	3,446
Net increase (decrease) in cash and cash equivalents	1,750	(919)
Cash and cash equivalents, beginning of year	2,577	3,496
Cash and cash equivalents, end of year	$ 4,327	$ 2,577
Supplemental schedule of noncash activities:		
Capital lease obligation incurred for property and equipment	$ -	$ 1,012
Cash paid for interest	$ 1,658	$ 1,782

National Jewish Health and Subsidiary

Notes to the Consolidated Financial Statements
June 30, 2019 and 2018
(In thousands)

(1) Corporate Organization

(a) Organization

National Jewish Health and Subsidiary (National Jewish Health), a Colorado nonprofit corporation, is a national referral medical institute engaged in patient care, medical research, and teaching, primarily in areas of respiratory, allergic, and immunologic medicine. National Jewish Health is the product of a consolidation in 1978 between National Jewish Hospital and Research Center, founded in 1899, and National Asthma Center, founded in 1907.

National Jewish Health is a nonprofit corporation as described in Section 501(c)(3) of the Internal Revenue Code (IRC) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the IRC and a similar provision of state law.

In 2002, the National Jewish Illiquid Assets Holding Company, LLC, a wholly owned subsidiary of National Jewish Health, was incorporated. The purpose of this subsidiary is to hold donated property until sold. All related intercompany transactions and balances have been eliminated in consolidation.

Joint Ventures

Effective December 2013, National Jewish Health formed a limited liability corporation in a joint venture with the Icahn School of Medicine doing business as the Mount Sinai – National Jewish Respiratory Institute to oversee the creation and operations of a joint respiratory institute at various sites in the Mount Sinai integrated health care system in New York City, New York.

Effective August 2014, National Jewish Health entered into a joint operating agreement with Sisters of Charity of Leavenworth (SCL) Health/St. Joseph Hospital for the joint management and operation of National Jewish Health's in-state patient care and St. Joseph Hospital. The new entity is overseen by a Board of Directors with representation from both entities.

Effective April 2017, National Jewish Health formed a limited liability corporation in a joint venture with Thomas Jefferson University doing business as the Jane and Leonard Korman Jefferson Health I National Jewish Health Respiratory Institute to oversee the development and operations of a joint respiratory institute at various sites in the Jefferson Health System in Philadelphia, Pennsylvania.

(b) Compliance with Health Care Industry Laws and Regulations

All hospitals and other providers of healthcare are subject to numerous laws and regulations of federal, state, and local governments. These laws and regulations include, but are not limited to, matters such as licensure, accreditation, government health care program participation requirements, reimbursement for patient services, and Medicare and Medicaid fraud and abuse.

Recently, government activity has increased with respect to investigations and allegations involving several healthcare providers throughout the country concerning possible violations of fraud and abuse statutes and regulations by these healthcare providers. Violations of these laws and regulations can result in expulsion from government healthcare programs together with imposition of significant fines and penalties, as well as significant repayments for patient services previously billed. Management believes National Jewish Health is in substantial compliance with applicable government laws and regulations.

(2) Summary of Significant Accounting Policies

(a) Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions which affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts or revenue and expenses during the reporting period. Actual results could differ significantly from those estimates.

(b) Contributions, Promises to Give and Bequests

National Jewish Health receives funding from a number of sources, such as donations from individuals, foundations, government and corporate grants for research, state public health departments for smoking cessation services and nicotine replacement, and pharmaceutical companies to fund continuing education for medical professionals.

Contributions received from donors and other funding agencies are recorded as net assets without donor restrictions, unless otherwise stipulated by the donor or agency. If the contribution is restricted, revenue is recorded to net assets with donor restrictions at the time of receipt or commitment is received, whichever is earlier. When the donor restriction expires, the contribution is reclassified to net assets without donor restrictions through net assets released from restriction in the consolidated statements of activities. All expenses directly related to donor restrictions are included in the appropriate expense category on the net assets without donor restrictions section of the consolidated statements of activities, creating a reduction in net assets without donor restrictions.

Unconditional promises to give expected to be collected within one year are recorded at fair value, while if collection is expected in future years they are recorded at their estimated fair value, which represents the present value of their estimated future cash flows. Amortization of the related present value discounts is included in contribution revenue.

Conditional promises to give are not included as revenue, gains, and other support without donor restrictions until the conditions placed on the gift by the donor or agency are substantially met. When the contribution is both conditional and restricted to a purpose, and both of these are met simultaneously, National Jewish Health has elected to record contribution revenue directly to net assets without donor restrictions according to the simultaneous release accounting election provided in FASB Accounting Standards Codification 958-605-45-4B.

Bequest income is recognized when all of the following criteria are met: (1) National Jewish Health has received notification of the donor's death; (2) National Jewish Health has a copy of the valid will or trust document evidencing the bequest; and (3) the value of the gift can be reasonably estimated. Accrued bequest income is shown as net assets with donor restrictions until received.

Contributions restricted to purchase property, plant, and equipment are reported as net assets with donor restrictions, then released to without donor restrictions when purchased and placed in service, unless the donor stipulates how long the assets must be used. In that case, the restriction is released as stipulated and the asset is depreciated over the asset's useful life.

(c) Pooled Income Gifts

National Jewish Health also receives pooled income gifts. Under the terms of these contributions, the gifts of various donors are pooled and invested as a group. Each donor is allocated a percentage of the assets, referred to as units. The donor is paid the income, as defined under the arrangement, earned on the donor's assigned units. Upon the donor's death, the value of these assigned units reverts to National Jewish Health. The remainder interest in the assets received is recognized as net assets with donor restrictions in the period in which the assets are received from the donor. The contribution is measured at the fair value of the assets to be received, discounted for the estimated time period until the donor's death. The contributed assets are recognized at fair value when received. The difference between the fair value of the assets received and the contribution revenue recognized is recorded as deferred revenue and reported in the liability under annuity contracts in the consolidated statements of financial position. This represents the amount of discount for future interest.

(d) Beneficial Interest in Perpetual Trusts

National Jewish Health receives perpetual trusts in which it has the irrevocable right to receive the income earned on the trust assets in perpetuity, but never receives the corpus. These trusts are administered by third parties and are recognized as contribution revenue and as an asset upon notification of the trust's existence. The contribution is measured at the fair value of the trust's assets, which approximates the present value of the estimated future cash receipts from the trust's assets. The contribution revenue is classified as net assets with donor restrictions. Annual distributions from the trusts are reported as net investment income within assets without donor restrictions unless restricted by the donor.

(e) Charitable Remainder Trusts

National Jewish Health is the beneficiary in various charitable remainder trusts in which a donor establishes and funds a trust with specified distributions to be made to a designated beneficiary or beneficiaries over the trust's term. Under the terms of the trust, National Jewish Health receives the assets remaining upon termination of the trust. The distributions to the beneficiaries may be for a specified dollar amount, an arrangement called a charitable remainder annuity trust (CRAT), or for a specified percentage of the trust's fair value determined annually, an arrangement called a charitable remainder unitrust (CRUT). Some CRUTs limit the annual payout to the lesser of the stated percentage or the actual income earned. Obligations to the beneficiaries are limited to the trust's assets. Contributions are recognized when the trust is established. For those trusts in which

National Jewish Health is the trustee, the assets are recorded at fair value when received, and the liability to the donor's beneficiary is recorded as the present value of the estimated future payments to be distributed over the beneficiary's expected life. The amount of the contribution is the difference between these amounts and is classified as net assets with donor restrictions. Changes in actuarial assumptions are recognized changes in value of split-interest agreements in the with donor restriction section of the consolidated statements of activities. Income earned on trust assets, gains, and losses is reflected in the consolidated statements of activities. Adjustments to the liability to reflect amortization of the discount or revaluation of the present value of the estimated future payments to the beneficiary are also reflected in the consolidated statements of activities. Upon the death of the beneficiary, the liability is closed, and any balance is recognized as a change in the value of split-interest agreements and is reclassified to either net assets with or without donor restrictions as appropriate.

When National Jewish Health is not the trustee, the agreement is recognized as an unconditional promise to give. National Jewish Health recognizes the estimated fair value of the contribution (present value of the estimated future benefits to be received) as donor-restricted contributions revenue and a receivable when the trust assets are distributed upon termination of the trust. Adjustments to the receivable to reflect amortization of the discount or revaluation of the present value of the estimated future benefits are recognized as changes in the value of split-interest agreements. Upon the death of the beneficiary, the receivable is closed, the assets received from the trust are recognized at fair value, and any difference is reported as a change in the value of split-interest agreements and is reclassified to either net assets with or without donor restrictions as appropriate.

(f) Charitable Lead Trusts

National Jewish Health is the beneficiary in a charitable lead annuity trust (CLAT) in which a donor establishes and funds a trust with specific distributions to be made to National Jewish Health over a specified period. The contribution is recognized when the trust is established. When National Jewish Health is not the trustee, the agreement is recognized as an unconditional promise to give. National Jewish Health recognizes its beneficial interest in the assets as contributions revenue with donor restrictions and as a receivable at the estimated fair value of the contribution (the present value of the estimated future cash flows). Distributions from the trust are reflected as a reduction in the receivable and are classified to net assets without donor restrictions.

(g) Gift Annuities

National Jewish Health receives charitable gift annuities. The donor contributes assets in exchange for National Jewish Health's promise to pay a fixed amount for a specified period of time to the donor or to individuals or organizations designated by the donor. Assets received under gift annuity agreements are recognized at fair value when received. A corresponding annuity liability is recognized at the present value of future cash flows expected to be paid to the assigned beneficiary. Adjustments to the annuity liability to reflect amortization of the discount and changes in the life expectancy of the beneficiary are recognized as changes in the value of split-interest agreements in the donor-restricted section of the consolidated statements of activities. Upon the death of the beneficiary, the annuity liability is closed, and a change in the value of the split-interest agreements is recognized.

National Jewish Health and Subsidiary

Notes to the Consolidated Financial Statements

June 30, 2019 and 2018

(In thousands)

(h) Grant Research Awards

Total grant research awards consists of grants from the federal government, charitable foundations, and private corporations. These grants are classified as exchange transactions if the grantor is receiving the direct benefit of the research and contributions if the grantor is not receiving the direct benefit. Most grants are contributions where the public receives the direct benefit. All grants have a restricted purpose and most are conditional. This determination is based on the provisions of the award document. Generally, both the condition and restricted purposes are met simultaneously and National Jewish Health has elected the expediency of recording these grant awards to revenues, gains and other support without donor restrictions when the conditions and restrictions have been met. Unconditional restricted contributions are recorded to revenue, gains and other support with donor restrictions at the time the grant is awarded, and released to revenue, gains, and other support without donor restrictions when the restricted purpose has been met. Exchange transactions are recorded directly to revenue, gains, and other support without donor restrictions as performance obligations are met over time. Both the contributions and the exchange transactions are recorded as grant research awards in the consolidated statement of activities. The composition of total grant revenue for the years ended June 30, 2019 and 2018 is as follows:

	2019			2018		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Contributions	$ 53,028	$ 695	$ 53,723	$ 37,861	$ 10,850	$ 48,711
Exchange transactions	2,987	-	2,987	2,809	-	2,809
	$ 56,015	$ 695	$ 56,710	$ 40,670	$ 10,850	$ 51,520

At June 30, 2019, National Jewish Health had $51,656 of conditional contributions remaining, primarily consisting of federal grants whose conditions and restrictions relate to National Jewish Health expending allowable costs. These agreements have award end dates ranging from one month to three years.

(i) Cash and Cash Equivalents

Cash and cash equivalents include investments in highly liquid debt instruments with original maturities of three months or less, excluding amounts whose use is limited by internal designation, donor restriction, legal requirements, or other contractual arrangements.

(j) Debt Issuance Costs

Bond issuance costs and bond discounts related to the issuance of bonds are deferred and amortized over the life of the respective bond issue using the straight-line method. Additionally, capital lease issuance costs related to the issuance of capital leases are deferred and amortized over the life of the capital lease using the straight-line method.

(k) Investments and Net Investment Return

Investment income, net includes interest and other investment income, dividend, realized and unrealized gains and losses on investments, less external investment expenses. Investment income from endowment investments is reflected in net assets with donor restrictions, then is released from restriction when the Board appropriates the funds for expenditures. Other investment income is reflected in net assets without donor restrictions.

(l) Property and Equipment

Purchased property and equipment is stated at cost. Contributed property and equipment is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as net assets with donor restrictions. In the absence of such stipulations, contributions of property and equipment are recorded as net assets without donor restrictions. Depreciation of buildings and equipment is calculated using the straight-line method over the estimated useful lives of the assets in accordance with American Hospital Association guidelines. Assets under capital lease obligations and leasehold improvements are amortized over the shorter of the lease term or their respective estimated useful lives.

The estimated useful lives for each major depreciable classification of property and equipment are as follows:

Buildings	20 - 40 years
Equipment and software	3 - 15 years

(m) Long-lived Asset Impairment

National Jewish Health evaluates the recoverability of the carrying value of long-lived assets whenever events or circumstances indicate the carrying amount may not be recoverable. If a long-lived asset is tested for recoverability and the undiscounted estimate of future cash flows expected to result from the use and eventual disposition of the asset is less than the carrying amount of the asset, the asset cost is adjusted to fair value and an impairment loss is recognized as the amount by which the carrying amount of a long-lived asset exceeds its fair value.

During the fiscal year 2019, National Jewish Health incurred an impairment loss on several roofs affected by hail damage, which totaled $369. The gain in insurance proceeds was $2,022 resulting in a net gain of $1,653. There was no impairment loss in fiscal year ended June 30, 2018.

(n) Net Assets

Net assets, revenues, gains and losses are classified based on the existence or absence of donor or grantor restrictions.

Net assets without donor restrictions are available for use in general operations and not subject to donor or certain grantor restrictions. The governing board has designated, from net assets without donor or certain grantor restrictions, net assets for operating reserves and an endowment.

Net assets with donor restrictions are subject to donor or certain grantor restrictions. Some restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other restrictions are perpetual in nature, where the donor or grantor stipulates that resources be maintained in perpetuity.

(o) Net Patient Service Revenue

Patient service revenue is recognized as National Jewish Health satisfies performance obligations under its contracts with patients. Net patient service revenue is reported at the estimated transaction price or amount that reflects the consideration. National Jewish Health expects to be entitled in exchange for proving patient care. These amounts are due from patients, third-party payors, and others for services rendered, taking into consideration both explicit price concessions (such as contractual agreements) and implicit price concessions (such as uncollectible self-pay portions). National Jewish Health pursues collection of self-pay portions, but anticipates a small amount of loss based on historical results. Due to insurance plans, government programs, charitable financial policies (state and National Jewish Health), and uncollectibles, amounts received are generally less than established billing rates.

(p) Other Operating Revenue

Other operating revenue is primarily composed of contract pharmacy revenue totaling $23,600 and $6,698 for the years ended 2019 and 2018, respectively. The revenue is earned at a point in time as the performance obligation is met. Remaining other operating revenue also includes physician contracting services, radiology services, and other miscellaneous revenue.

(q) Reclassifications

Certain reclassifications have been made to the 2018 consolidated financial statements to conform to the 2019 financial statement presentation.

(r) Subsequent Events

Subsequent events have been evaluated through October 23, 2019, which is the date the consolidated financial statements were issued.

On October 16, 2019, Colorado Health Facilities Authority Revenue Bonds (NJH-SJH Center for Outpatient Health Project) Series 2019 in the aggregate principal amount of $72,050,000 were issued on behalf of the NJH-SJH Center for Outpatient Health LLC, a Colorado limited liability company (the Borrower). The Borrower will use the proceeds to (i) finance construction of The Center for Outpatient Health, an outpatient health care facility on the National Jewish Health campus, (ii) fund capitalized interest, and (iii) pay costs of issuance relating to the Bonds and other expenses authorized under the Indenture. The site for construction of the facility is owned by NJH. National Jewish Health leased the site on which the building is to be developed to the Borrower. NJH will purchase the facility from the Borrower under an Installment Sales Agreement at a price equal to the total debt service payable. Sisters of Charity of Leavenworth Health System, Inc. (SCL Health), guaranteed the full payment of debt service amounts due from NJH pursuant to the Installment Sale Contract. NJH's obligation to make payments under the Installment Sale Contract is a non-recourse obligation of NJH limited to NJH's interest in the Building and the Land. Since

the facility is included in NJH's joint operating agreement (JOA) with SCL Health | St Joseph Hospital, 75% of the depreciation and interest for the facility will be recovered from SCL Health | St. Joseph Hospital through the JOA. The Bonds mature in 2050. Principal payments on the bonds will begin in January 2023.

(s) Presentation of Financial Statements

Management has elected to present the financial statements under the not-for-profit model rather than the healthcare model since National Jewish Health's non-patient revenues, gains and other support are historically in excess of net patient revenue. The difference in presentation would have no effect on the change in net assets.

(3) Changes in Accounting Principle for Fiscal Year Ended June 30, 2019

(a) Revenue from Contracts with Customers

The Financial Accounting Standards Board (FASB) issued ASU 2014-09 revenue recognition standard (Topic 606) which became effective for National Jewish Health on July 1, 2018. Topic 606 outlines a five-step framework that intends to clarify the principles for recognizing revenue and eliminate industry-specific guidance. In addition, ASC 606 revises current disclosure requirements in an effort to help financial statement users better understand the nature, amount, timing, and uncertainty of revenue that is recognized. National Jewish Health adopted ASC 606 using the modified retrospective approach to all patient contracts at the date of initial application. Under the modified retrospective method, the fiscal year 2018 amounts were not impacted by the adoption of Topic 606. The following table shows how revenue recognition would have been reported in fiscal year 2019 had Topic 606 not been adopted:

	2019 Before Transition	2019 After Transition	Change
Refundable advances	$ 2,102	$ 3,062	$ 960
Accounts payable and accrued expense	8,431	7,471	(960)
Patient service revenues, gross	320,023	320,023	-
Deductions from revenue for implicit price concessions - previously termed bad debt	169,926	172,066	2,140
Net patient services revenues	150,096	147,956	(2,140)
Bad debt expense	2,140	-	(2,140)
Change in net assets	$ 13,011	$ 13,011	$ -

(b) Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made

The Financial Accounting Standards Board issued ASU 2018-08, *Not-for-Profit Entities (Topic 958-605)*, became effective for National Jewish Health on July 1, 2018. It clarifies definitions and application regarding exchange transactions vs. contributions and conditional vs. unconditional contributions. National Jewish Health has adopted the ASU using the modified prospective method and applied it to agreements that either were not completed as of July 1, 2018 or were entered into after that date. Per the FASB requirements, no prior-period results were restated, and no cumulative-effect adjustments to opening net assets were made. Adoption had the effect of a revenue catch-up for fiscal year ended June 30, 2019 for both professional education and grants revenue, increasing net assets by $1,806 for contract commitments from the previous year, where the event had not yet occurred. Contributions receivable of $7,940 were transferred from contract receivable accounts to a dedicated financial statement line. In addition, National Jewish Health transferred refundable advances to a dedicated financial statement line, including $2,102 for conditional contributions paid in advance originally recorded as unearned for grants and health initiatives, and $960 for Topic 606 for contract refundable advances, mostly resulting from patient services revenue.

(c) Presentation of Financial Statements of Not-for-Profits Entities

The Financial Accounting Standards Board issued ASU 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements for Not-For-Profit Entities*, became effective for National Jewish Health on June 30, 2019. According to these requirements, National Jewish Health made additional required disclosures and changed the classification of unrestricted assets of $87,606 to net assets without donor restrictions and combined the $85,722 of temporarily restricted and $53,476 of permanently restricted to $139,198 of net assets with donor restrictions.

(4) Patient Service Revenue

Net patient service revenue generally relates to contracts with patients in which the performance obligations are to provide health care services to patients over a period of time. Revenue is estimated for patients who have not been discharged as of the reporting period based on actual charges incurred to date in relation to total expected charges. National Jewish Health believes this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. The contractual relationship with patients also typically involves a third-party payer (Medicare, Medicaid, managed care plans, and commercial insurance companies), and the transaction prices for the services provided are dependent upon the terms provided by or negotiated with the third-party payers. The payment arrangements with third-party payers for the services provided to the related patients typically specify payment or reimbursement to National Jewish Health at other-than-standard charges.

Because all of its performance obligations relates to contracts with a duration of less than one year, National Jewish Health has elected to apply the optional exemption provided in FASB ASC 606-10-50-14(a), and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations which are unsatisfied or partially unsatisfied at the end of the reporting period. National Jewish Health has also elected the practical expedient allowed under FASB ASC 606-10-32-18 and, therefore, does not adjust the promised amount of consideration from patients and third-party payors for the effects of a significant financing component due to the expectation that the period between the time of service is provided to a patient and the time the patient or a third-party payor pays for that service will be one year or less. Generally, National Jewish Health bills within several days for services provided. The majority of receivables are paid within one year of service or less. National Jewish Health does enter into contracts where payments extend beyond one year. In these limited cases, the financing component is not deemed to be significant to the contract.

National Jewish Health determines the transaction price based on standard charges for goods and services provided, reduced by explicit price concessions which consist of contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with its policy, and implicit price concessions provided to uninsured patients. National Jewish Health determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. National Jewish Health determines its estimate of implicit price concessions based on its historical collection experience with private pay and uninsured patients. For the fiscal year ended June 30, 2019, implicit price concessions were approximately $2,140. For the fiscal year ended June 30, 2018, which was prior to the adoption of Topic 606, the bad debt expense was approximately $1,843 and was recorded as an operating expense in the consolidated statements of activities.

National Jewish Health has determined the nature, amount, timing and uncertainty of revenue and cash flows are affected by payor class. The composition of patient service revenue by primary payor for the fiscal years ended 2019 and 2018 is as follows:

	2019	2018
Medicare	$ 40,655	$ 36,920
Medicaid	22,173	19,179
Managed Care, Commercial and Other	84,559	80,921
Self-Pay	569	3,945
Total patient service revenue	$ 147,956	$ 140,965

Laws and regulations concerning government programs, including Medicare and Medicaid, are complex and subject to varying interpretation. As a result of investigations by governmental agencies, various health care organizations have received requests for information and notices regarding alleged noncompliance with those laws and regulations, which, in some instances, have resulted in organizations entering into significant settlement agreements. Compliance with such laws and regulations may also be subject to future government review and interpretation, as well as significant regulatory action, including fines, penalties and potential exclusion from the related programs. There can be no assurance that regulatory authorities will not challenge the National Jewish Health's compliance with these laws and regulations, and it is not possible to determine the

impact (if any) such claims or penalties would have upon National Jewish Health. In addition, the contracts National Jewish Health has with commercial payors also provide for retroactive audit and review of claims.

National Jewish Health provides services in Colorado to patients from throughout the United States and internationally. As of June 30, 2019 and 2018, National Jewish Health's net patient receivable for services rendered was approximately $27,442 and $28,026, respectively. Possible credit losses are provided for in National Jewish Health's allowance for uncollectible accounts and contractual adjustments in 2018 and as price concessions in 2019 after the adoption of Topic 606.

Settlements with third-party payors for retroactive adjustments due to cost report or other audits and reviews are variable consideration and are included in the determination of the estimated transaction price for providing patient care. This includes an assessment to ensure it is probable a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known based on newly available information or as years are settled or no longer subject to such audits and reviews. Adjustments arising from a change in the transaction price were not significant in 2019 and 2018.

Consistent with National Jewish Health's mission, care is provided to patients regardless of their ability to pay. Financial assistance is made available to patients based upon their ability to pay, and determinations in individual cases are made during National Jewish Health's preadmission process. Because National Jewish Health does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. Expansion of eligibility coverage under Medicaid by the Affordable Care Act has decreased charity care substantially, with National Jewish Health's direct and indirect costs for services furnished under its charity care policy totaled approximately $374 and $463 in 2019 and 2018, respectively. National Jewish Health also participates in the Medicare and Medicaid programs. Under these programs, National Jewish Health provides care to patients at payment rates determined by governmental agencies, regardless of actual cost. Governmental rates are frequently below cost.

(5) Natural and Functional Expense Analysis

The tables below present expenses by both their nature and their function for the fiscal years ended June 30, 2019 and 2018.

National Jewish Health and Subsidiary

Notes to the Consolidated Financial Statements

June 30, 2019 and 2018

(In thousands)

	Natural and Functional Expense Analysis as of Fiscal Year Ended June 30, 2019					
	Program Activities			Supporting Activities		
	Academic Services	Clinical Services	Other Services	Fund Development	Administration, Fiscal, and Support Services	FY19 Total Expenses
Salaries and fringe benefits expense	$ 75,571	$ 47,305	$ 8,634	$ 4,700	$ 30,029	$ 166,239
Professional services expense	15,851	4,316	1,192	529	2,151	24,039
Medical supplies and drugs expense	4,807	43,294	3,885	-	1,032	53,018
Occupancy expense	491	1,494	453	685	3,312	6,435
Advertising expense	158	14	1,839	179	84	2,274
Office expense	1,193	1,611	1,012	1,339	4,580	9,735
Equipment and depreciation expense	3,927	5,122	415	216	2,349	12,029
Other expense	1,939	5,349	1,096	480	990	9,854
Total expense	$ 103,937	$ 108,505	$ 18,526	$ 8,128	$ 44,527	$ 283,623

The consolidated financial statements report certain categories of expenses attributable to more than one program or support function. Therefore, these expenses require allocation on a reasonable basis that is applied consistently. The expenses include building and equipment depreciation and interest allocated based on the percentage of total expenses.

	Natural and Functional Expense Analysis as of Fiscal Year Ending June 30, 2018					
	Program Activities			Supporting Activities		
	Academic Services	Clinical Services	Other Services	Fund Development	Administration, Fiscal, and Support Services	FY18 Total Expenses
Salaries and fringe benefits expense	$ 72,953	$ 46,270	$ 9,557	$ 4,637	$ 29,389	$ 162,806
Professional services expense	11,296	4,288	1,562	494	2,186	19,826
Medical supplies and drugs expense	5,876	29,429	2	-	1,097	36,404
Occupancy expense	543	1,494	413	619	3,398	6,467
Advertising expense	176	38	1,985	130	64	2,393
Office expense	1,226	1,512	473	1,500	4,410	9,121
Equipment and depreciation expense	2,445	4,662	898	498	806	9,309
Other expense	4,279	5,207	395	259	2,720	12,860
Total expense	98,794	92,900	15,285	8,137	44,070	259,186
Bad debt expense	-	1,843	-	-	-	1,843
Total expense	$ 98,794	$ 94,743	$ 15,285	$ 8,137	$ 44,070	$ 261,029

Compared to fiscal year ended June 30, 2018, bad debt expense is not separately disclosed in fiscal year ended June 30, 2019. Instead of being reported as an expense, it is reported as a deduction to patient service revenue. This is a result of adopting ASC 606 revenue recognition guidance.

(6) Liquidity and Availability of Funds

The following reflects National Jewish Health's liquid financial assets available to meet cash needs for general expenditures for the period of one year after the consolidated statements of financial position date of June 30, 2019.

Cash and cash equivalents	$	4,327
Short-term investments		3,000
Patient care, net		27,442
Grant revenue receivable		561
Contributions receivable, without donor restrictions		7,651
Bequests, net		1,910
Receivable from joint ventures		3,417
Other		4,870
Total liquid financial assets	$	53,178

National Jewish Health also has board-designated and donor-restricted assets limited to use which the institution does not intend to spend outside of approved expenditures. Of these, the board-designated and board-designated – quasi accounts, a total of $30,998 at June 30, 2019, may be drawn upon, if necessary, to meet unexpected liquidity needs. National Jewish Health maintains a line of credit in the amount of $15,000, which it could draw upon in the event of liquidity needs. The current unused portion of this line of credit is $8,076 (see Note 15).

National Jewish Health invests cash in excess of daily requirements in various short-term instruments as allowed by the investment policy.

National Jewish Health and Subsidiary

Notes to the Consolidated Financial Statements

June 30, 2019 and 2018

(In thousands)

(7) Promises to Give

The following are unconditional promises to give recognized as receivables as of June 30, 2019 and 2018:

	2019	2018
Pledges	$ 36,099	$ 42,478
Bequests	2,049	2,426
Unconditional promises to give before unamortized discount and allowance for uncollectibles	38,148	44,904
Less unamortized discount – pledges	(1,375)	(1,726)
	36,773	43,178
Less:		
Allowance for uncollectibles – pledges	(3,593)	(7,026)
Allowance for uncollectibles – bequests	(139)	(160)
Net unconditional promises to give	$ 33,041	$ 35,992
Amounts due in:		
Less than one year	$ 24,070	$ 26,569
One to five years	9,188	13,531
More than five years	4,890	4,804
Total	$ 38,148	$ 44,904

Discount rates are established when the promise to give is made. Discount rates ranged from 0.48% to 3.42% for both fiscal years ended June 30, 2019 and 2018.

National Jewish Health and Subsidiary

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(In thousands)

(8) Contributions Receivable

Contributions receivable for the fiscal years ended June 30, 2019 and 2018, consists of the following:

	2019		
	Without Donor Restrictions	With Donor Restrictions	Total
Grants	$ 4,767	$ -	$ 4,767
Health initiatives	2,690	-	2,690
Professional education	194	289	483
Total	$ 7,651	$ 289	$ 7,940

	2018		
	Without Donor Restrictions	With Donor Restrictions	Total
Grants	$ 2,618	$ -	$ 2,618
Health initiatives	2,875	-	2,875
Total	$ 5,493	$ -	$ 5,493

All contributions receivable are due to National Jewish Health as follows:

	2019			
	Professional Education	Health Initiatives	Grants	Total
Less than one year	$ 483	$ 2,690	$ 4,668	$ 7,841
One to five years	-	-	99	99
Over five years	-	-	-	-
Total	$ 483	$ 2,690	$ 4,767	$ 7,940

	2018			
	Professional Education	Health Initiatives	Grants	Total
Less than one year	$ -	$ 2,875	$ 2,364	$ 5,239
One to five years	-	-	254	254
Over five years	-	-	-	-
Total	$ -	$ 2,875	$ 2,618	$ 5,493

National Jewish Health and Subsidiary

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(In thousands)

(9) Internally-designated Assets

The governing body has designated certain assets for strategic and other future purposes. On June 30, 2019 and 2018, the composition of internally designated assets stated at fair value, as determined by the most recent market quotations or an estimate based on significant other observable inputs are stated below:

	2019	2018
Cash and cash equivalents	$ 3,060	$ 8,381
Common stocks and equity funds	14,090	9,131
International securities and equities	6,578	10,130
Fixed income securities	19,892	15,225
U.S. government and agency obligations	628	584
Alternative investments	3,295	3,281
	$ 47,543	$ 46,732

(10) Long-term Investments

The composition of long-term investments, stated at fair value, as determined by the most recent market quotations or an estimate based on significant other observable inputs at June 30, 2019 and 2018 is as follows:

	2019	2018
Cash and cash equivalents	$ 426	$ 307
Convertible securities and equities	25,916	28,174
International securities and equities	14,053	9,838
Fixed income securities	13,806	14,105
U.S. government and agency obligations	755	285
Alternative investments	11,104	11,209
	$ 66,060	$ 63,918

National Jewish Health and Subsidiary

Notes to the Consolidated Financial Statements

June 30, 2019 and 2018

(In thousands)

(11) Composition of Investment Returns

The following summarizes investment returns and classification in the consolidated statements of activities:

	2019	
	Without Donor Restriction	With Donor Restriction*
Interest income, net	$ 1,750	$ 2,738
Gains:		
Realized gains	885	1,351
Unrealized gains	133	(1,214)
Total gains	1,018	137
Total return on investments in stock and bond portfolios	$ 2,768	$ 2,875

	2018	
	Without Donor Restriction	With Donor Restriction*
Interest income	$ 1,328	$ 2,420
Gains:		
Realized gains	1,801	2,045
Unrealized gains	79	41
Total gains	1,880	2,086
Total return on investments in stock and bond portfolios	$ 3,208	$ 4,506

* Some amounts are included in change in value of split-interest agreements on the consolidated statements of activities.

National Jewish Health and Subsidiary

Notes to the Consolidated Financial Statements

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(In thousands)

(12) Split-interest Agreements

National Jewish Health has the following split-interest agreements:

	2019		
	Assets	Liabilities	Net
Gift annuities	$ 40,290	$ 8,652	$ 31,638
Unitrust agreements:			
National Jewish Health trusteeships	2,667	1,672	995
Third-party trusteeship, net	1,968	-	1,968
Term endowments	2,383	-	2,383
Pooled income agreements	537	439	98
Total	$ 47,845	$ 10,763	$ 37,082

	2018		
	Assets	Liabilities	Net
Gift annuities	$ 39,314	$ 9,378	$ 29,936
Unitrust agreements:			
National Jewish Health trusteeships	2,713	2,389	324
Third-party trusteeship, net	2,360	-	2,360
Term endowments	2,422	-	2,422
Pooled income agreements	520	432	88
Total	$ 47,329	$ 12,199	$ 35,130

For the above split-interest agreements, a risk-free rate, obtained using U.S. Treasury bonds at the date of the gift, was used in conjunction with actuarially determined life expectancies to calculate present values. The interest rates ranged from 0.48% to 10.00% for 2019 and 2018.

Though the assets received under gift annuity agreements are generally available for unrestricted use and the liability is a general obligation, National Jewish Health is required by several states to set assets aside to pay the regulatory minimum annuity obligation. These funds are classified as assets reserved for gift annuities on the consolidated statements of financial position. These assets are invested in equities and bonds, which are stated at fair value, as determined by the most recent market quotations or an estimate based on significant other observable inputs, and totaled approximately $7,719 and $8,021 at June 30, 2019 and 2018, respectively.

National Jewish Health and Subsidiary

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(In thousands)

(13) Construction in Progress

At June 30, 2019, National Jewish Health had several on-going construction projects. The total projected costs related to these projects are estimated at $2,226. As of June 30, 2019, National Jewish Health has expended $437 related to these projects.

(14) Long-term Debt

Long-term debt at June 30, 2019 and 2018 is summarized as follows:

	2019	2018
Revenue Bonds, Series 2012 (a)	$ 15,895	$ 17,705
Revenue Bonds, Series 2005 (b)	9,100	9,500
Gove School Property (c)	3,000	4,250
Unamortized Bond Premium		
Revenue Bonds, Series 2012	705	799
Capital Lease/Financing Arrangement (d)	1,711	2,291
	30,411	34,545
Less: unamortized debt issuance costs	(362)	(402)
Less: current portion	(5,912)	(4,040)
	$ 24,137	$ 30,103

(a) Series 2012 Revenue Bonds

The Colorado Health Facilities Authority issued $26,790 aggregate principal amount of its Refunding Revenue Bonds Series 2012 (the 2012 Bonds) dated March 1, 2012. The proceeds were used to refund the Series 1998 and Series 1998B Bonds. The 2012 Bonds are subject to a mandatory sinking fund redemption beginning January 1, 2026. Final principal payments on the bonds are due in January 2027. Redemption amounts are as follows at June 30, 2019:

2020	$ 1,910
2021	2,000
2022	2,105
2023	2,205
2024	2,315
Thereafter	5,360
	$ 15,895

The 2012 Bonds bear interest at fixed rates varying from 3.00% to 5.00% and are secured by the rights to all future revenue derived from National Jewish Health's property, excluding revenue derived from donor-restricted property if such revenue is unavailable for debt service. The 2012 Bonds are subject to covenants which impose certain operating and financial restrictions on National Jewish Health. Management believes National Jewish Health is in compliance with all covenants for the years ended June 30, 2019 and 2018. Unamortized debt issuance costs for the 2012 Bonds were $225 and $255 at June 30, 2019 and 2018, respectively.

(b) Series 2005 Revenue Bonds

In January 2005, the Colorado Health Facilities Authority issued $13,500 aggregate principal amount of its Series 2005 Revenue Bonds (the 2005 Bonds) dated January 20, 2005. Proceeds from the 2005 Bonds were used to finance the construction of a clinical and research building, as well as several renovation projects and equipment. Unamortized debt issuance costs for the 2005 Bonds were $137 and $147 at June 30, 2019 and 2018, respectively.

The 2005 Bonds require annual payments of varying amounts. These payments began on January 1, 2007. Final principal payments on the bonds are due in January 2035. Redemption amounts are as follows at June 30, 2019:

2020	$ 400
2021	400
2022	400
2023	500
2024	500
Thereafter	6,900
	$ 9,100

The 2005 Bonds bear a variable rate of interest based on the rate at which the bonds could be remarketed at their face value and are secured by the rights to all future revenue derived from National Jewish Health's property, excluding revenue derived from donor-restricted property if such revenue is unavailable for debt service. The interest rate at June 30, 2019 was 2.02%. The 2005 Bonds are backed by an irrevocable transferable letter of credit, which is automatically extended without amendment for an additional period of 12 months. The letter of credit expires April 1, 2020, and is automatically extended by one year, each year, beginning April 1, unless otherwise terminated before the updated expiration date. Unless certain events occur, such as the expiration date of the letter of credit, advances made on the letter of credit are not due for 366 days from the date of the advance. At June 30, 2019 and 2018, no borrowings were outstanding. The 2005 Bonds are subject to covenants, which impose certain operating and financial restrictions on National Jewish Health. Management believes National Jewish Health is in compliance with all covenants for the years ended June 30, 2019 and 2018.

(c) Gove Middle School Property Promissory Note

In February 2011, National Jewish Health entered into a contract with School District No. 1, in the City and County of Denver and State of Colorado (DPS) to purchase the closed Gove Middle School property for $9,000. DPS issued a non-recourse promissory note, collateralized by the land, in the amount of $8,750 which bears interest at a fixed rate of 4%. The principal balance of $3,000 at June 30, 2019 is due May 23, 2020 and is the final balloon payment. The property is located adjacent to National Jewish Health's main campus, and will be used for furthering National Jewish Health's clinical, research and educational mission.

(d) Capital Lease

In December 2015, National Jewish Health entered into a five-year capital lease with Commerce Bank for the purchase of a new Laboratory Information Management System (LIMS). The total approved under the lease agreement was $3,000, and draws were made on the financing as vendor invoices were submitted. A total of $2,828 has been drawn. Two repayment schedules were finalized on March 1, 2017 and December 27, 2017 both ending March 1, 2022 for $1,816 and $1,012 with interest rates of 3.58% and 4.08%, respectively.

The following leased equipment and software is included in the accompanying consolidated financial statements as of June 30, 2019 and 2018

	2019	2018
Classes of assets:		
Equipment and software - Commerce Lease	$ 2,706	$ 2,712
Less accumulated depreciation	(995)	(350)
	$ 1,711	$ 2,362

Future minimum lease payments under capital leases, together with the present value of the net minimum lease payments as of June 30, 2019, are as follows:

2020	$ 656
2021	656
2022	492
2023	-
Less amount representing interest	(93)
Present value of current lease payments	$ 1,711

(e) Held by Trustee

Assets held by trustees represent funds designated by the bond indenture to pay principal and interest on the 2012 and 2005 Bonds. These funds, which are comprised of cash and cash equivalents, relate to the following as of June 30, 2019 and 2018:

	2019	2018
2012 Bonds		
Bond Reserve Fund	$ 2,771	$ 2,698
Bond Interest/Principal Fund	397	443
	$ 3,168	$ 3,141
2005 Bonds		
Bond Reserve Fund	$ 790	$ 783
Bond Interest/Principal Fund	5	5
	$ 795	$ 788

(15) Line of Credit

National Jewish Health has a $15,000 unsecured revolving bank line of credit expiring on March 1, 2021. At June 30, 2019 and 2018, there was $6,924 and $13,581, respectively, borrowed against this line, including accrued interest. Interest accrues at a floating per annum rate of interest at borrower's option of (a) 30 day LIBOR rate plus 175 basis points or (b) prime rate less 1%. Either selection shall not be less than 2.75%. National Jewish Health's borrowing interest rate was 4.15% and 4.00% on June 30, 2019 and 2018.

National Jewish Health and Subsidiary

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(In thousands)

(16) Commitments and Contingencies

(a) Operating Leases

National Jewish Health leases certain facilities and equipment under operating leases. The leases expire in various years through 2027. These leases generally require National Jewish Health to pay all executory costs (property taxes, maintenance, and insurance). Future minimum rental payments as of June 30, 2019 which have initial or remaining non-cancelable lease terms equal to or greater than one year are as follows:

2020	$	2,459
2021		2,215
2022		1,899
2023		1,358
2024		539
Thereafter		1,280
Total future minimum payments	$	9,750

Rental expense for operating leases was $2,495 and $2.735 for the years ended June 30, 2019 and 2018, respectively.

(b) Professional Liability

Reserves for professional liability claims were $797 and $815 at June 30, 2019 and 2018, respectively. For claims covered by insurance, National Jewish Health recorded an additional $553 and $492 of professional liability reserves and an equal amount of insurance coverage receivables at June 30, 2019 and 2018, respectively.

The current portion of the above reserves, $66 and $65 at June 30, 2019 and 2018, respectively, is included in other accrued expenses in the accompanying consolidated statements of financial position. The provision for losses related to professional liability risks is presented net of expected insurance recoveries in the consolidated statements of activities and was $88 and ($33) for 2019 and 2018, respectively.

Professional liability reserve estimates represent the estimated ultimate cost of all reported and unreported losses incurred through the respective consolidated statements of financial position. The reserves for unpaid losses and loss expenses are estimated using individual case-basis valuations and actuarial analyses. Those estimates are subject to the effects of trends in loss severity and frequency. The estimates are continually reviewed and adjustments are recorded as experience develops or new information becomes known. The time period required to resolve these claims can vary depending upon whether the claim is settled or litigated. The estimation of the timing of payments beyond a year can vary significantly. Although considerable variability is inherent in professional liability reserve estimates, we believe the reserves for losses and loss expenses are adequate based on information currently known. It is reasonably possible this estimate could change materially in the near term.

(c) Other

National Jewish Health has certain pending litigation and claims incurred in the ordinary course of business; however, management believes, based on the advice of legal counsel, the probable resolution of such contingencies will not materially affect the financial position or operations of National Jewish Health.

National Jewish Health maintains professional and general liability coverage through a claims-made policy with COPIC Insurance. The policy's liability is $1,000 per medical incident and $3,000 in the aggregate, with deductibles of $100 per medical incident/occurrence and $300 in the aggregate. In addition, umbrella coverage is provided to National Jewish Health through a claims-made policy with COPIC Insurance. The liability limit under the umbrella policy is $10,000 combined medical incident and in aggregate.

(d) Risks and Uncertainties

National Jewish Health invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible changes in the values of investment securities will occur in the near term and those changes could materially affect the investment amounts reported in the consolidated statements of financial position.

(17) Net Assets

(a) Net Assets With Donor Restrictions

Net assets with donor restrictions at June 30, are restricted for the following purpose or periods:

Net assets reserved for future unrestricted uses represent contributions not yet received by National Jewish Health. Endowed assets not yet appropriated for expenditure represent earnings on permanently endowed funds which have not been appropriated for expenditure by National Jewish Health in a manner consistent with the standard of prudence prescribed by State of Colorado Prudent Management of Institutional Funds Act (SPMIFA).

	2019	2018
Net assets reserved for future unrestricted uses	$ 2,146	$ 2,268
Subject to expenditure for specified purpose:		
Research, education, patient care and capital construction	58,994	64,917
Endowed assets not yet appropriated for expenditure	19,250	18,142
Unitrust and pooled income agreements	5,496	5,192
Beneficial interest in perpetual trust agreements	12,376	12,604
Permanent endowments	40,936	39,588
	$ 139,198	$ 142,711

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(In thousands)

National Jewish Health is an income beneficiary of several perpetual trusts controlled by unrelated third-party trustees. The trust document or the trustees' policies govern the investment and distribution of trust assets. Trust income distributed to National Jewish Health for the years ended June 30, 2019 and 2018 was $620 and $482, respectively.

(b) Net Assets Without Donor Restrictions

Net assets without donor restrictions at June 30 are comprised of both designated and undesignated amounts as follows:

	2019	2018
Undesignated	$ 56,607	$ 41,477
Designated by the board for operating reserve	18,660	17,843
Designated by the board for endowment	12,339	11,762
Net assets without donor restrictions	$ 87,606	$ 71,082

(c) Net Assets Released from Restrictions

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of other events specified by donors.

	2019	2018
Expiration of time restrictions	$ 2,297	$ 558
Subject to expenditures for specified purposes:		
Research, education, patient care and capital construction	18,529	8,170
Grants	695	10,351
Professional education	2,552	-
Distributions (proceeds are not restricted by donors)		
Beneficial interests in charitable trusts held by others	291	208
Release of appropriated endowment amounts without purpose restrictions	411	753
Release of appropriated endowment amounts with purpose restrictions	1,075	1,317
	$ 25,850	$ 21,357

(18) Endowment

National Jewish Health's endowment consists of approximately 80 individual donor-restricted funds established as endowments and intended for a variety of purposes. The endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by United States of America generally accepted accounting principles (GAAP), net assets associated with endowment funds, including board-designated endowment funds, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors has interpreted SPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, National Jewish Health classifies amounts in its donor-restricted endowment funds as net assets with donor restrictions because those net assets are time restricted until the board appropriates such amounts for expenditure. Most of those net assets are also subject to the purpose restrictions which must be met before classifying those net assets to net assets without donor restrictions. The Board of Directors has also interpreted SPMIFA as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the organization in a manner consistent with the standard of prudence prescribed by SPMIFA. National Jewish Health has interpreted SPMIFA to permit spending from underwater funds in accordance with the prudent measures required under the law. As of June 30, 2019, there were no such endowments with underwater funds. National Jewish Health considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1) The duration and preservation of the fund
2) The purpose of National Jewish Health and the donor-restricted endowment fund
3) General economic conditions
4) The possible effect of inflation and deflation
5) The expected total return from income and appreciation of investments
6) The resources of National Jewish Health
7) The investment policies of National Jewish Health

National Jewish Health and Subsidiary

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(In thousands)

(a) Investment Policy

National Jewish Health has adopted investment and spending policies for endowment assets which attempt to provide a predictable stream of funding to programs supported by the endowment while balancing fund growth. Under this policy, approved by the Board of Directors, the assets are invested in a manner intended to produce results which exceed Consumer Price Index plus 5% per year as measured over a rolling 36-month period. To satisfy this long-term rate of return objective, National Jewish Health relies on a total return strategy in which investment returns are achieved through both capital appreciation and current yield. National Jewish Health targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives with prudent risk constraints.

(b) Spending Policy

National Jewish Health's spending policy varies by the purpose of the endowment and was established by the Board of Directors after considering all seven factors outlined by SPMIFA above. Funds with donor specific purposes have a spending policy of between 3% and 4% of the market value of the fund averaged over the past 12 fiscal quarters preceding the fiscal year in which the distribution is made.

National Jewish Health has a policy that permits spending from underwater endowment funds depending on the degree to which the fund is underwater, unless otherwise precluded by donor stipulations or laws and regulations. No expenditures from underwater endowment funds were appropriated for during the years ended June 30, 2019 and 2018.

The composition of net assets by type of endowment at June 30, 2019 is:

	Without Donor Restriction	With Donor Restriction	Total
Donor-restricted endowment funds	$ -	$ 62,454	$ 62,454
Board-designated endowment funds	12,339	-	12,339
Total funds	$ 12,339	$ 62,454	$ 74,793

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Changes in endowment net assets for fiscal year ended June 30, 2019:

	Without Donor Restriction	With Donor Restriction	Total
Endowment net assets, beginning of year	$ 11,762	$ 60,038	$ 71,800
Contributions	-	1,348	1,348
Endowment transfer	-	(1,486)	(1,486)
Investment income	268	2,406	2,674
Net assets released from restriction	-	(139)	(139)
Gain on sale of investments	251	1,292	1,543
Unrealized gain (loss) on investments	58	(1,005)	(947)
Endowment net assets, end of year	$ 12,339	$ 62,454	$ 74,793

The composition of net assets by type of endowment fund at June 30, 2018:

	Without Donor Restriction	With Donor Restriction	Total
Donor-restricted endowment funds	$ -	$ 60,038	$ 60,038
Board-designated endowment funds	11,762	-	11,762
Total funds	$ 11,762	$ 60,038	$ 71,800

Changes in endowment net assets for fiscal year ended June 30, 2018:

	Without Donor Restriction	With Donor Restriction	Total
Endowment net assets, beginning of year	$ 11,538	$ 53,660	$ 65,198
Contributions	-	4,832	4,832
Endowment transfer	(500)	(2,057)	(2,557)
Investment income	410	2,186	2,596
Net assets released from restriction	-	(141)	(141)
Gain on sale of investments	150	1,546	1,696
Unrealized gain on investments	164	12	176
Endowment net assets, end of year	$ 11,762	$ 60,038	$ 71,800

(19) Fair Value Disclosure

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements must maximize the use of observable inputs and minimize the use of unobservable inputs. A hierarchy of three levels of inputs may be used to measure fair value:

Level 1: Quoted prices in active markets for identical assets or liabilities

Level 2: Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets which are not active, other inputs which are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3: Unobservable inputs which are supported by little or no market activity and are significant to the fair value of the assets or liabilities.

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(a) Recurring Measurements

The following tables represent the fair value measurement of assets recognized in the accompanying consolidated statements of financial position measured at fair value on a recurring basis and the level within the ASC 820 fair value hierarchy in which the fair value measurements fall at June 30, 2019 and 2018:

		Fair Value Measurements at Reporting Date Using		
June 30, 2019	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Short-term invesments and internally-designated assets				
Common stocks and equity funds	$ 14,090	$ 14,090	$ -	$ -
International securities and equities	6,578	6,578	-	-
Fixed income securities	19,892	19,892	-	-
U.S. government and agency securities	628	628	-	-
Alternative investments (A)	3,295	-	-	-
Total short-term investments and internally-designated assets	44,483	41,188	-	-
Assets reserved for gift annuities				
Convertible securities and equities	996	996	-	-
International securities and equities	2,529	2,529	-	-
Fixed income securities	3,246	3,246	-	-
U.S. government and agency securities	948	948	-	-
Total assets reserved for gift annuities	7,719	7,719	-	-
Long-term investments				
Convertible securities and equities	25,916	25,916	-	-
International securities and equities	14,053	14,053	-	-
Fixed income securities	13,806	13,806	-	-
U.S. government and agency securities	755	755	-	-
Alternative investments (A)	11,104	-	-	-
Total long-term investments	65,634	54,530	-	-
Other				
Bonds and notes	121	118	3	-
Beneficial interest in perpetual trust	12,376	-	-	12,376
Total other	12,497	118	3	12,376
Total assets above	130,333	$ 103,555	$ 3	$ 12,376
Cash and cash equivalents not included above	6,632			
Total	$ 136,965			

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June 30, 2018	Fair Value	Fair Value Measurements at Reporting Date Using: Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Internally-designated assets				
Common stocks and equity funds	$ 9,131	$ 9,131	$ -	$ -
International securities and equities	10,130	10,130	-	-
Fixed income securities	15,224	15,224	-	-
U.S. government and agency securities	584	584	-	-
Alternative investments (A)	3,281	-	-	-
Total internally-designated assets	38,350	35,069	-	-
Assets reserved for gift annuities				
Convertible securities and equities	2,063	2,063	-	-
International securities and equities	2,143	2,143	-	-
Fixed income securities	3,815	3,815	-	-
U.S. government and agency securities	1,401	1,401	-	-
Total assets reserved for gift annuities	9,422	9,422	-	-
Long-term investments				
Convertible securities and equities	28,174	28,174	-	-
International securities and equities	9,838	9,838	-	-
Fixed income securities	14,105	14,105	-	-
U.S. government and agency securities	285	285	-	-
Alternative investments (A)	11,208	-	-	-
Total long-term investments	63,610	52,402	-	-
Other				
Bonds and notes	135	132	3	-
Beneficial interest in perpetual trust	12,604	-	-	12,604
Total other	12,739	132	3	12,604
Total assets above	124,121	$ 97,025	$ 3	$ 12,604
Cash and cash equivalents not included above	8,838			
Total	$ 132,959			

(A) Certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. The fair value amounts included above are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the consolidated statements of financial position.

National Jewish Health and Subsidiary

Notes to the Consolidated Financial Statements

June 30, 2019 and 2018

(In thousands)

Following is a description of the valuation methodologies and inputs used for assets and liabilities measured at fair value on a recurring basis and recognized in the accompanying consolidated statements of financial position, as well as the general classification of such assets and liabilities pursuant to the valuation hierarchy. There have been no significant changes in the valuation techniques during the year ended June 30, 2019.

(b) Investments

Where quoted market prices are available in an active market, securities are classified within Level 1 of the valuation hierarchy. If quoted market prices are not available, then fair values are estimated by using quoted prices of securities with similar characteristics or independent asset pricing services and pricing models, the inputs of which are market-based or independently sourced market parameters, including, but not limited to, yield curves, interest rates, volatilities, prepayments, defaults, cumulative loss projections and cash flows. Such securities are classified in Level 2 of the valuation hierarchy. In certain cases, where Level 1 or Level 2 inputs are not available, securities are classified within Level 3 of the hierarchy.

(c) Beneficial Interest in Perpetual Trust

Fair value is estimated at the present value of the trust assets using quoted market prices of securities with similar characteristics or independent asset pricing services and pricing models, the inputs of which are market-based or independently sourced market parameters. Due to the trusts being held into perpetuity, National Jewish Health will not have the ability to redeem the corpus, and therefore it is classified within Level 3 of the hierarchy.

(d) Alternative Investments

Except as described below, the fair value of alternative investments has been estimated using the net asset value per share of the investments. Alternative investments held at June 30 consist of the following:

	June 30, 2019			
	Fair Value	Unfunded	Redemption Frequency	Redemption Notice Period
Funds of Funds	$ 14,399	$ 6,262	Quarterly or Fund Termination	60 Days or Fund Termination

	June 30, 2018			
	Fair Value	Unfunded	Redemption Frequency	Redemption Notice Period
Funds of Funds	$ 14,489	$ 4,404	Quarterly or Fund Termination	60 Days or Fund Termination

This category includes investments in funds of funds that pursue multiple strategies to diversify risks and reduce volatility. The funds' composite portfolio includes investments in U.S. common stocks, global real estate projects, private equity, pooled income vehicles and arbitrage investments. However, as of June 30, 2019, it is probable all investments in this category will be sold at an amount different from the net asset value of National Jewish Health's ownership interest in partners' capital. Therefore, the fair values of the investments in this category have been estimated using recent observable transaction information for similar investments. Investments with quarterly redemptions require lock-up periods of one year which has expired on the funds currently held. Of the remaining funds, they cannot be liquidated prior to the termination of the fund without the approval of the General Manager of the fund. Investment in the funds is intended to be long-term.

(e) Level 3 Reconciliation

The following is a reconciliation and ending balances of recurring fair value measurements recognized in the accompanying consolidated statements of financial position using significant unobservable (Level 3) inputs:

	Beneficial Interest in Perpetual Trust
Balance, July 1, 2017	$ 12,300
Unrealized appreciation on investments in net assets	304
Balance, June 30, 2018	12,604
Unrealized depreciation on investments in net assets	(228)
Balance, June 30, 2019	$ 12,376

(f) Unobservable (Level 3) Inputs

The following tables present quantitative information about unobservable inputs used in recurring Level 3 fair value measurements.

Description	Fair Value June 30, 2019	Valuation Technique	Unobservable Inputs	Range Weighted Average
Beneficial Interest in Perpetual Trusts	$ 12,376	Fair value of trust assets	Lack of redeemability	Not Applicable

Description	Fair Value June 30, 2018	Valuation Technique	Unobservable Inputs	Range Weighted Average
Beneficial Interest in Perpetual Trusts	$ 12,604	Fair value of trust assets	Lack of redeemability	Not Applicable

(g) Nonrecurring Measurements

The following tables present the fair value measurement of assets and liabilities measured at fair value on a nonrecurring basis and the level within the fair value hierarchy in which the fair value measurements fall at June 30, 2019 and 2018:

		2019		
Description	June 30, 2019	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Receivables related to:				
Charitable Remainder Unitrust	$ 80	$ -	$ 80	$ -
Gift Annuities	411	-	411	-
Total	$ 491	$ -	$ 491	$ -

		2018		
Description	June 30, 2018	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Receivables related to:				
Charitable Remainder Unitrust	$ 67	$ -	$ 67	$ -
Gift Annuities	346	-	346	-
Total	$ 413	$ -	$ 413	$ -

(20) Employee Benefit Plans

National Jewish Health maintains a defined contribution plan (the Plan) covering substantially all benefit eligible employees. Under the terms of the Plan, National Jewish Health contributes between 5% and 6% of an employee's covered wages up to the Social Security wage base and between 10% and 11% of covered wages in excess of the Social Security wage base. The Plan contains no provisions requiring National Jewish Health to match a portion of employee contributions. Expenses under the Plan for 2019 and 2018 approximated $6,260 and $5,920, respectively.

(21) Related-party Transactions

National Jewish Health from time-to-time in the normal course of business and within the guidelines of its conflict of interest policy, has entered into transactions with companies for which certain members of the companies' management also serve on the board of National Jewish Health. Management believes prices paid by National Jewish Health have been equal to or less than the prices that would have been paid in transactions with parties not related to National Jewish Health.

National Jewish Health

List of Officers and Directors

March 2020

Name	Title
Michael Salem, M.D.	President and CEO
Steven Kris	Chair, Board of Directors
Robin Chotin	Vice Chair & Secretary, Board of Directors
Evan Zucker	Vice Chair, Board of Directors
Don Silversmith	Vice Chair, Board of Directors
Larry Silverstein	Treasurer, Board of Directors
Stephen and Wendy Siegel	Co-Chairs, Council of National Trustees
Christine Forkner	Assistant Treasurer, Board of Directors, EVP Corporate Affairs/CFO

Jenna Sandomire

Proven Sales Professional • Motivated, Dynamic, Creative Leader
Experienced B2B Account Manager • Skilled Communicator

Profile

- Solid experience in client-focused, service-oriented industries with a successful background in defining, developing, and executing strategies to turn profit
- Dynamic sales skills; successful in targeting, penetrating, and developing markets
- Ability to rapidly acquire and apply vast product and technical knowledge

Experience

National Jewish Health, Denver, CO
ACCOUNT MANAGER — February 2020–Present

- Develops and executes business retention and growth strategies consistent with the business plan for current and new accounts. Serves as the lead point of contact for accounts.
- Builds and maintains strong, long-lasting customer relationships. Serves as a trusted advisor ensuring timely and successful delivery of solutions according to client needs and objectives.
- Oversees a portfolio of assigned clients and strategically partners with them to understand their objectives and facilitate achievement toward those goals.
- Proactively manages client performance guarantees and ensures contractual obligations are fulfilled. Identifies client issues and engages appropriate stakeholders in problem resolution.
- Tracks, monitors, and reports on performance indicators such as product usage, contract deliverables, and revenue metrics.
- Prepares and performs proactive communications to clients, stakeholders, and/or other associated groups.
- Coordinates contract initiation and intersects with appropriate staff to determine pricing and other contract requirements. Supports the negotiation of agreements and closing of contracts. Responsible for understanding and guiding contract deliverables and supporting budgets.

Mobile Solutions Inc.
SENIOR NATIONAL ACCOUNT MANAGER — September 2015–February 2020

- Total renewal ARR in 2018 equaled over $1 million
- President's club recipient two years in a row
- Proven mobility expert in reducing company's mobility spend while improving and automating processes
- Assisted clients in managing mobile devices by operating as the lead point of contact for all matters specific to the client
- Provided and maintained quoted savings and expertise
- Developed and maintained existing and new relationships by becoming a trusted advisor for enterprise clients nationwide
- Managed and solved conflicts
- Directed contact on behalf of clients with major National and International mobile service provider companies
- Met specific time deadlines for clients
- Forecasted and tracked key account metrics

- Presented and explained data to clients

Istonish, Greenwood Village, CO
BUSINESS DEVELOPMENT MANAGER — December 2013–November 2014
- Understood needs and wants of potential customers for managed services, staffing, and other technology
- Managed base of customers to discuss contracts, new needs, and statements of work
- Collaborated with engineers and co-workers to identify best solutions for clients
- Built profitable sales for Istonish through maintaining contracts and new prospects

Integra Telecom, Denver, CO
ENTERPRISE ACCOUNT EXECUTIVE — February 2010–November 2013
- Understood the wants and needs of customers
- Provided solutions to meet/exceed customer expectations, managed resources and inspired collaboration, developed and sustained strong mutually beneficial relationships, built trust with the client, gained access to different functional areas and decision makers, established and facilitated expectations, uncovered and positioned solutions that helped clients reach their objectives, built profitable sales for Integra.
- 167% to quota, 2013
- 92% to quota, 2012
- Was promoted two times in one year
- Was responsible for the origination of new business customers and expanding telecommunications product mix with existing customers
- Solicited business customers through various external contacts
- Developed territory or business base to maximize new customers
- Maintained positive client relations with existing customers through continuous contact and evaluated on-going telecommunications needs
- Participated in Convergence Technology Training to advance career in January 2012

American Marketing & Publishing, Dubuque, IA
EXPANSION ACCOUNT MANAGER — July 2009–October 2009
- Demonstrated good judgment and consistent professionalism while working with all members of the business community in the town that publications were printed
- Demonstrated self-motivation and an ability to work independently
- Remained highly organized and demonstrated excellent follow-up skills
- Proven ability to close sales and have enthusiasm for in person, business to business cold calling

US Bank, Dubuque, IA
TELLER COORDINATOR — July 2008–July 2009
- Assisted in the administration/supervision of the teller area, as delegated by a supervisor or manager
- Ensured cash levels were maintained at optimal levels, maintained security and compliance procedures
- Proven ability to handle more complex customer issues
- Prepared work schedules, provided input to performance reviews; participated in new teller training or mentoring; provided ongoing training and support to other tellers; and performed teller duties

Hibbett Sports, Dubuque, IA
GENERAL MANAGER — May 2006–July 2008

- In recognition of superior management skills, transferred from Hays, KS store to facilitate turnaround of Dubuque location with accountability for full scope of operational efficiency and profitability; achieved 17% profit increase
- Proactively recruited, hired, trained, scheduled, supervised, evaluated, and directed top-performing team of supervisors and sales/customer service staff
- Ensured ongoing compliance with company policies, procedures, and standards
- Qualified for progression to District Manager and earned MVP designation by successfully completing intensive company management training program

Education

Fort Hays State University – Hays, KS
Business and Psychology Studies

Certifications

Convergence Networking Applications Specialist – May 2012
Convergence Applications Sales Specialist – April 2012

Karen M. Logan

Skill Summary

- More than 15 years of experience including forecasting and scheduling, research and analysis, customer service, project coordination, human resources, and benefits
- Certified in Microsoft Word, Excel, and PowerPoint
- Trained in NICE IEX WFM, Witness (Blue Pumpkin), Avaya CMS

Professional Experience

National Jewish Health, Denver, CO

Implementation Manager — *December 2019 – Present*

- Oversee the implementation of new services and improvements to existing services
- Leverage project management techniques and lead project teams
- Manage the deployment of new operational systems and software applications
- Manage operational processes to support client onboarding and ongoing service delivery
- Oversee technology requests and integration of technology into operational systems

Workforce Manager — *February 2016 – December 2019*

- Lead workforce strategic planning efforts and make recommendations of workforce efficiencies and operational improvements to senior management
- Analyze and interpret past and current call volume data to determine staffing needs, create accurate agent schedules to optimize efficiency, and ensure service metrics are met
- Forecast and account for growth due to seasonal variations, special events, marketing campaigns, and other cyclical patterns
- Work with senior management to accurately forecast call volumes, analyze historical call volume, create staffing models, project budgetary expenses, determine future costing, and assist with staffing projections

Workforce Management Analyst — *March 2012 – February 2016*

- Scheduled call center staff, adjusted schedules and skill assignments to meet service metrics and optimize efficiency
- Tracked real-time and historical monitoring of call volume activity
- Performed short-term and long-term call volume forecasting and determined appropriate staffing levels
- Tracked and reported individual and supervisory level performance metrics

Great-West Retirement, Greenwood Village, CO

Workforce Management — *January 2010 – March 2012*

- Created long-term call volume forecasts and made recommendations to call center management regarding FTE and staffing budget
- Created weekly call volume forecasts and schedules for a 200-seat multi-skill, multi-site call center
- Conducted detailed research and created business analysis of proposed changes to roles, staffing, and Work Force Operations
- Conducted workforce software training for new hires and ongoing education for supervisors and representatives

Cigna West, Greenwood Village, CO

Planning Resource Senior Associate *July 2008 – January 2010*

- Monitored real-time call activity and made adjustments to schedules, staff, and skilling throughout the day
- Developed forecasts and weekly schedules for multiple teams that ensured appropriate staffing for expected call volumes
- Developed representative and supervisor level reporting to aid in the coaching and development of the call center staff
- Prepared daily, weekly, and monthly performance analysis reports for the leadership team
- Coordinated with supervisors and director to schedule training and meetings

Great-West Healthcare, Greenwood Village, CO

Workforce Management Specialist *July 2005 – June 2008*

- Monitored real-time call activity and made adjustments to schedules and staff throughout the day
- Developed forecasts and weekly schedules for multiple teams that ensured appropriate staffing for expected call volumes
- Prepared daily, weekly, and monthly performance analysis reports for the leadership team
- Tracked and reported adherence, aux time, teamwork/self-management, and quality results for each rep in the Denver call center weekly

LeChelle Schilz

SUMMARY OF QUALIFICATIONS

Extensive product knowledge coupled with creative ideas for product applications and a solid history of call center success. Strong analytical and planning skills combined with the ability to coordinate the efforts of many to meet organizational goals. Productive and efficient work habits without supervision. Self-motivated with high energy.

EXPERIENCE

02/2015 – current ***National Jewish Health*** ***Denver, CO***

Operations Supervisor

10/2014 – 01/2015

Real-Time Analyst

- Maintains daily administration and operations related to the auto dialer, including, but not limited to designing and administering call campaigns, communicating strategies with management and staff, monitoring real-time performance of agents and campaigns, and quickly resolving issues
- Manages daily operations for call center operations by real-time monitoring of agents through technology (IEX, Avaya CMS, POM)
- Manages service levels, staffing, appointment process, reports, telecom, and IST support

07/2011 – 10/2014 ***National Jewish Health*** ***Denver, CO***

Health Initiatives Supervisor

- Supervised and coordinated the daily operations for the counseling staff within the Quitline department
- Managed service levels, staffing, appointment process, reports, client and patient complaints, employee performance, personnel issues, and training for the department
- Created a culture of compliance, ethics, and integrity
- Maintained knowledge of and assures departmental compliance with quality and call standards
- STAR recipient

10/2010 – 03/2011 ***Norgren*** ***Littleton, CO***

Customer Service Manager

- Successfully relocated call center operations from Mexico to United States
- Responsible for recruitment of new staff to include in new hire training
- Implemented new technology across multiple customer service centers
- Managed B2B customer relations of multimillion-dollar clients
- Call center operations including staffing, IVR, and inbound/outbound operations

06/1997 – 07/2010 *Comcast* *Denver, CO*

Customer Care Supervisor/ Retention Supervisor

- Successfully managed up to 25 Customer Care Agents through coaching and development
- Developed a fun competitive environment through incentives to increase company revenue and exceed targets
- Report analyst
- Managed call center operations on multiple platforms including CMS, RTA, Auto-Dialer (Sales and Collections), IVR, Nice / Witness, and Bullseye Training Software
- Implemented process improvements for local and national level
- Assisted the Learning and Development Department
    - Competitive Edge and Retention Training
    - Rate Adjustment Training
    - Technical Refresher Training
    - Responsible for reporting the markets Retention performance
    - 2005 Top Retention Team
- Created monthly incentives for the Department to achieve Retention Goals
- Built the necessary skills and promoted employees to Sales and Retention
- Recognized as Top Supervisor and Top Team on several occasions during my tenure
- MIDAS winner for Comcast Ambassador

EDUCATION

2015- current Pursing Bachelor Degree in Nursing	Metropolitan State University	Denver, CO
	Community College of Denver	Denver, CO
2014- 2014 Pursing Bachelor Degree in Nursing	Community College of Aurora	Aurora, CO

Cara Messick, M.S., ABEA

PROFESSIONAL SUMMARY

Adaptable Senior-level Manager and Instructional Specialist partnering with cross-functional departments to develop instructional plans and change management strategies. Effective gap-analysis of process and systems, creating and delivering just-in-time training strategically aligned with business goals, saving $14M in expenses.

- Facilitates team members' brainstorming to implement viable and long-lasting solutions
- Quickly synthesizes technical and policy information to develop and simplify processes
- Applies service-oriented creative solutions
- Drives teams to successful completion of goals and benchmarks
- Presents strong written and verbal communication skills
- Adapts training to culturally and economically diverse populations and delivery settings
- Delivers computer applications across positions and skills sets

TECHNOLOGIES

MS Office, Word, PowerPoint, Visio, OCR, Adobe Photoshop, Captivate, Articulate, PowToon, VideoScribe, HTML, Excel, Access

CAREER EXPERIENCE

Coordinator, Training and Staff Development, National Jewish Health: 2009 to Present

Authored nationally accredited curriculum for Tobacco Treatment Specialist (TTS)

- Developed 29-hour curriculum in accordance with Tobacco Treatment Specialist (TTS) accreditation standards
- Created blended learning delivery methodology for TTS content and incorporated TTS materials into new hire curriculum

Created quality assurance program

- Developed Access database to record and report on call handling quality data
- Scored quality assurance records for agents as part of the evaluation team

Produced curriculum and reference material for 150+ clients

- Created and maintained an online reference manual containing procedures, system manuals, and policies for Quitline and Weight Management teams
- Coordinated policy updates with call center operations team
- Trained staff on system navigation, client procedures and guidelines, nicotine dependence, and motivational interviewing
- Created curriculum dbase to communicate details of available content with staff

Partnered with cross-functional departments in agile development of case management system

- Documented business process requirements and process maps
- Developed articulate storyboards and prototypes
- Participated in IT sprint planning to strengthen departmental communications
- Validated protocols and system efficacy via User Acceptance Testing
- Wrote procedural and system manuals

Implemented continuing education program for 100+ staff

- Designed continuing education framework

- Designed custom-eLearning courses tailored to learner needs using reality-based scenarios and simulations
- Established web-based reference manual to accommodate growing client base, reduce waste stagnancy and discrepancy due to hard-copy reference
- Leveraged curriculum dbase to communicate available training resources to staff

Manager, Fraud Control (2005-2008) / Supervisor (2001 – 2005), Verizon Communications: 2001 to 2008

Opened two new call centers / launched & terminated multiple functional groups and systems

- Acted as liaison to systems support for new system development, releases, and system enhancement
- Created annual review guidelines and assessment template
- Oversaw 800 routing, system access, system release UAT
- Established tier system delivering $1.5K in incentives to reward and acknowledge employees
- Forecasted staffing needs and created work groups: set goals for number and length of calls
- Determined hours of operation, staffing break schedules, and prioritized assignments staff
- Hired, trained, and evaluated staff

Analyzed procedural gaps for efficiency

- 78% reduction in cases verified as identity theft (annual quarterly comparison)
- 25% increase in system cases worked year over year
- 66% reduction in fraud credit adjustments year over year

Short- & long-term management of large groups

- Responsible for up to 35 staff including Supervisors & Staff
- Supervised delivery for ~13 annual three-week classes for up to 12 students

AWARDS

Verizon Services Performance Excellence Award

"Best-in-class" fraud monitoring system completed in <6 months, resulting in $14M expense reduction in the 2007 budget cycle, integrated 16 systems, significant improvement to customer experience, reduced work hours of 120 workers.

MCI Business Operations Shining Star Award

The transition team used only 4 days to obtain access for the additional 7 legacy systems, integrate operational processes, and train staff: effectively covering both (MCI and Worldcom) networks with no incremental headcount.

EDUCATION

Adult Basic Education Authorization - Denver, CO - License #27393
M.S. Psychology - Western Washington University - Bellingham, WA
B.A. Psychology - University of Puget Sound - Tacoma, WA

Zohar Gilboa

EDUCATION

2004 – 2008 B.Sc. Physics and Mathematics, Tel Aviv University

PROFESSIONAL EXPERIENCE

2017–Present National Jewish Health, Denver, Colorado

2019–Present Technical Project Manager

- Project Management – Oversee project scope, deliverables, and timelines. Maintain master schedule of all projects and activities
- eReferrals – Oversee eReferral project management, process development and system evolution. Develop relationships with internal and external stakeholders to deliver maximum system value
- Salesforce – Design and develop Salesforce configuration and implementation in collaboration with business users and consultants
- Surveys and outcomes – Create and code surveys for staff, clients, and participants. Analyze surveys and recommend actions and changes
- CMS Administration – Oversee administrative changes to program websites, email and text programs, and service offerings in the case management system

2017-2019 Data Analyst

- Reporting – Plan, implement, and report health-related data analysis using Tableau, Excel VBA, and SQL
- Systematic Review – Design and perform systematic reviews of programs and processes
- Clinical Research Support – Support development of clinical leadership
- Salesforce – Design, develop, manage, and train on the departmental Salesforce implementation
- System Integration – Communicate with clients and developers to manage eReferral integration
- Technical Design – Design and document technical requests to the development team
- Financial Leadership – Train on and review billing activities in the department. Conduct cost estimates and return-on-investment analysis for new projects and ongoing activities.

2015-2017 Family Health Centers at NYU Langone, Brooklyn, New York

Senior Data Analyst

- Design and manage data systems – Identified programs' needs, found and implemented data solutions based on Excel, web-based performance management software (e.g. Efforts to Outcomes, COPA), and funder-mandated systems
- Statistical Analysis – Provided over 20 programs with customized analyses of their data including data cleanup activities, outcomes analysis, and staff-work reporting
- Write Reports – Designed and implemented regular monthly reports as well as ad-hoc and yearly reports for the organization's management, funders, program administrators, and staff
- Support Data Systemization – Accompanied programs as they formalized their workflows, documented processes, transitioned to more advanced and customized data solutions, and trained staff in use of new systems
- Manage Team – Supported and managed a junior data analyst and two data-entry personnel

2011-2014 *Amdocs, Tel Aviv, Israel*

2013-2014 Solution Architect

- Identify Customers' Needs – Defined customers' challenges, based on meetings and project scope
- Design Solutions – Wrote high- and low-level designs for customers' requirements
- Lead Testing – Directed internal testing team for new developments
- Train Customers – Instructed customers on new systems (e.g. T-Mobile and others)

2011-2012 Measurements Analyst

- Manage Clients – Provided business partners with continuous and post-release analysis of projects (e.g. AT&T and others)
- Implement Projects – Designed and tested aspects of new software releases
- Team Training – Wrote and conducted team training courses for new software versions

2008-2011 *Totem Plus, Tel Aviv, Israel*

Automation Expert and Developer

- Software Development – Developed integrated monitoring and control systems for marine vessels
- International Collaboration – Customized company's flagship product and worked with clients on-site
- Quality Assurance – Conducted quality assurance tests and wrote product manual

2001-2004 *Israeli Defense Force*

Noncommissioned Officer in 8200 Intelligence Unit

- Served as airborne electronic-intelligence analyst
- Developed and commanded a technical course and wrote specification documents for future systems

PROFICIENCIES

Languages:	Hebrew – Native English – Fluent (speaking, reading, writing) French – Intermediate (speaking, reading) Japanese – Intermediate (speaking, reading)
Computer skills:	MS Office (including VBA), Windows environment, Delphi, IBM Cognos, SAP Web Intelligence; Tableau, SQL, familiar with C
Volunteer work:	2014-2016 After-school children's instructor, Brooklyn Game Lab Promoting critical thinking and social skills through play 2009-2014 Group Leader, Israeli Gay Youth Organization Social empowerment and social aid for young LGBTQ adults

Lorena Rovero

KEY QUALIFICATIONS

- Commitment to building relationships within departments and with clients.
- Strong interpersonal and intrapersonal skills.
- Strong attention to detail.

PROFESSIONAL EXPERIENCE

National Jewish Health — ***Denver, Colorado***

Business Operations Coordinator — *October 2018 – Present*

- Prepares monthly client billing.
- Completes vendor invoices in a timely manner.
- Works closely with project manager to ensure completion of projects.
- Serves as back up contact for Client Managers.
- Runs and organizes monthly client reports.
- Maintains inventory of office supplies and places orders as needed.

National Jewish Health — ***Denver, Colorado***

Health and Wellness Coach — *October 2016 – October 2018*

- Developed flexible and personalized tobacco cessation plans for 3,634 participants.
- Achieved a conversion rate of 93.21%.
- Coordinated individualized support to a wide demographic.
- Displayed autonomy and support for personal choices.
- Cultivated positive work culture through the planning of office and team building events.
- Engaged in collaborative coaching on healthy living and chronic disease prevention.
- Contributed to the motivation of over 30 participants per day.
- Trained participants in successful planning for physiological and habitual change.
- Ensured that quality of coaching surpassed standards in accuracy and completeness.

EDUCATION

University of Denver — ***Denver, Colorado***

Bachelor of Arts in Communication and Business, GPA 4.0 — June 2016

Honors:

A Hornbeck Scholar—given exclusively to full-time students who maintain a 4.0 GPA.
Member of the Student Advisory Board as Junior Class representative.

Meg Ornellas

Education
September 2005 – June 2010
University of California, Santa Cruz
Bachelor of Arts in Psychology
Activities: University of California, Santa Cruz Cycling Team

Experience
National Jewish Health – Health Initiatives Department
November 2019 – Present
Business Coordinator
Support the Health Initiatives contract review and approval process, understand contract terms and conditions, update contract tracker for timeliness and prioritization of tasks, ensure all contract documents are organized and filed in the appropriate location, request drafts of standard proposal documents such as BAAs and VSAs, provide project support for the Request for Proposal (RFP) process, support QuitLogix® clients, provide administrative support to Sales and Account Management Team, as well as the Health Initiatives Team at large, communicate effectively, and establish rapport with multiple departments and the clients we serve.

National Jewish Health – Health Initiatives Department
October 2016 – November 2019
Tobacco Cessation Coach
Provide telephonic tobacco and nicotine cessation coaching services to participants in the Quitline program, create personalized and effective quit plans to help participants become tobacco and nicotine-free, address and resolve participant concerns and inquiries, utilize eCoaching and our online Live Chat system to assist participants, participate in additional Coach trainings (such as the Youth Coach Specialist program), communicate with all Health Initiatives team members to provide excellent service to our participants and clients, provide input and perspective for client inquiries when requested by a manager.

Volunteer Work
February 2016 – February 2018
Saint Joseph Hospital Denver – Emergency Department
Emergency Department Ambassador
Four hours completed weekly, two-year required commitment
Promoted from ER Volunteer to ER Volunteer Ambassador with additional responsibilities and additional patient interaction
2016 Saint Joseph Hospital Volunteer of the Year Nominee

Bobbi Sue Raber Dessoulavy

WORK EXPERIENCE

May 2019 – Current ***National Jewish Health*** ***Denver, CO***

Manager – HI Clinical Programs

- *Responsibilities* – Responsible for executing the design and evaluation of clinical programs and services, training, and quality improvement activities for Health Initiatives in collaboration with the Clinical Director. Develops, executes, manages and evaluates the systems that support clinical operations, policies, procedures, protocols, training and stakeholder communication to ensure programs match clinical, compliance, regulatory and operational standards.
- *Duties* – Manages and executes the operational design and development of clinical programs and services for Health Initiatives with the Clinical Director. Partners with the Clinical Director to coordinate activities across multiple teams to collect, analyze and report evaluation program data, and recommend program improvement opportunities. Develops and manages quality assurance (QA) processes and procedures as well as methods to audit and report on agent performance, products and services to ensure adherence to client and clinical guidelines. Manages, monitors, and leads teams for program content development and review including QuitLogix® websites, print and/or electronically distributed participant education materials. Oversees quality moderation of website forums. Oversees the development and execution of new hire training and Continuing Education (CE) for Agents. Collaborates with the Clinical Director on training design to ensure activities represent clinical best practices and principles in adult education. Responsible for tracking, analyzing and reporting on CE program effectiveness. Evaluates, organizes and defines quality systems, policies, standards and procedures. Develops and executes plans to ensure customer, departmental and institutional quality requirements are met. Partners with Health Initiatives staff and other stakeholders to ensure compliance with Institutional regulatory requirements for PHI/HIPAA. Ensures prompt communication to key stakeholders regarding policy, procedure and client changes.

January 2016 – May 2019 ***National Jewish Health*** ***Denver, CO***

Quality Supervisor QuitLogix® Programs Health Initiatives

- *Responsibilities* – Responsible for the planning and administration of the quality and training improvement activities for Health Initiatives. The Quality Supervisor will develop, implement and manage systems, policy, procedures, protocols, and training designed to ensure that the delivery of coaching matches clinical, compliance, and regulatory standards.
- *Duties* – Supervise the QA initiatives for omni-channel contact center for content of intake and coaching delivered. Supervise content review and development for QuitLogix® and state materials. Supervise the state websites. Drive continuous improvement by maintaining QA standards. Evaluate, organize, and define the Health Initiatives quality systems, policies, standards, and procedures. Partner with stakeholders to determine change initiatives and develop supporting QA processes and initiatives. Supervise, track, analyze, and report on development implementation, evaluation, and ongoing refinement of the training program to establish quality baseline and drive improvements in participant intake and coaching. Coordinate and schedule new hire and continuing education training activities in collaboration with the Operations team and collaborate with the Training Coordinator to deliver training, schedule additional trainers, or deliver training.

May 2010 – January 2016 *National Jewish Health* *Denver, CO*
Health & Wellness Supervisor

- *Responsibilities* – Determine staff qualifications and competency, provide effective communication, leadership, guidance, and resources, evaluate staff performance, conduct routine call monitoring, assist and support the implementation of workflow processes, team schedule adherence, and compliance with department performance standards.
- *Duties* – Monitor day-to-day quality and production goals, address escalated calls, assist in managing the workload, evaluate staff performance regularly, support benchmarks indicated in client contracts.

July 2008 – December 2009 *PAREXEL International* *Centreville, VA*
RMA Program Specialist

- *Responsibilities* – Maintain programs to the highest of quality and compliance with program objectives, monitor daily activity of analysts, communicate with client, provide direct feedback to management regarding program activity, work with management with reporting on daily program activity.
- *Duties* – Run and maintain weekly and daily reports for multiple programs, work with IT to update program changes in database, work with management and IT to develop new program reporting, supervise mass mailing requests for quality assurance and fulfillment within the specified time frames, assist program analysts, update program analysts to program process and requirements, perform Quality Assurance checks, submit daily reports to management regarding program activities.

September 2004 – July 2008 *PAREXEL International* *Centreville, VA*
RMA Reimbursement Analyst for Patient Assistance Program

- *Responsibilities* – Worked, maintained daily, and understood medical/drug program. Maintained the highest level of compliance for specific program. Created and maintained required reports for both PAREXEL International and the specific medical/drug company. Provided positive customer service.
- *Duties* – Phone response to potential candidates for the program. Shipment of correspondence. Compliance with HIPAA guidelines. Created/maintained computer generated reports. Completed close out work when program ended.

EDUCATION

1994 – 2002 *Colorado State University* *Fort Collins, CO*
Bachelor of fine Arts (including Pottery Studio Arts) – studied Pottery under Richard Devore, a world-renowned potter.

CONTRACTOR NAME – National Jewish Health

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
QL Coach	QL Coach	$40,100	100%	$40,100
QL Coach	QL Coach	$40,100	100%	$40,100
QL Coach	QL Coach	$40,100	12.5%	$5,012
QL Supervisor	QL Staff	$54,000	20%	$10,800
Jenna Sandomire	Account Manager	$72,000	8%	$5,760
Karen Logan	Implementation Manager	$74,089	3%	$2,223
LeChelle Schiltz	Operations Supervisor	$60,519	3%	$1,816
Cara Messick	QL Trainer	$62,954	3%	$1,889
Zohar Gilboa	Technical Project Manager	$73,072	4%	$2,923
Lorena Rovero	Business Operations Coordinator	$45,788	4%	$1,832
Megan Ornella	Business Coordinator	$45,760	4%	$1,830
Bobbi Raber-Dessoulavy	Manager, Clinical Programs	$70,801	3%	$2,124

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

May 19, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with National Jewish Health, (Vendor #172376-B001), 1400 Jackson Street, Suite 104, Denver, CO, in the amount of $714,000 for the provision of statewide telephonic tobacco treatment services to reduce tobacco use and dependence, with the option to renew for up to four (4) additional years, effective July 1, 2020 or upon Governor and Council approval, whichever is later, through June 30, 2022. 60.78% Federal Funds. 39.22% General Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902010-5608, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH SVCS, BUREAU OF COMMUNITY AND HEALTH SVCS, TOBACCO PREVENTION & CESSATION

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contract for Program Services	90018000	$217,000
2022	102-500731	Contract for Program Services	90018000	$217,000
			Subtotal	***$434,000***

05-95-90-902010-5608 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION OF PUBLIC HEALTH SVCS, BUREAU OF COMMUNITY AND HEALTH SVCS, TOBACCO PREVENTION & CESSATION

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contract for Program Services	90018005	$155,000
2022	102-500731	Contract for Program Services	90018005	$125,000
			Subtotal	***$280,000***
			Total	**$714,000**

EXPLANATION

The purpose of this request to provide New Hampshire residents interested in quitting tobaccouse, access to no cost, tobacco cessation treatment. According to the Centers for Disease Control and Prevention, 70% of people addicted to tobacco products want to quit.

The request prioritizes all New Hampshire Medicaid participants; and the under and uninsured. The New Hampshire Department of Human Services, Division of Public Health Services and the Office of Medicaid Services are working collaboratively to decrease the number of people enrolled in Medicaid who use tobacco including working with the three Medicaid Managed Care Organizations. Additionally, this request includes access to age appropriate services targeting adolescents, who use electronic nicotine delivery devices.

Finally, all New Hampshire residents are eligible to receive at least one counseling call and are mailed self-help materials, however, Approximately 5,000 adults and 1,000 adolescents in New Hampshire will be served from July 1, 2020 to June 30, 2022.

The Vendor will provide a statewide tobacco treatment quitline that includes, but is not limited to, telephone, web and mobile evidence-based tobacco treatment interventions at no cost to New Hampshire adolescents (13-17 years of age), young adults (18-35 years of age) and adults (over 35 years of age), in order to reduce the health and economic burden of tobacco use and dependence.

The quitline provides evidence-based tobacco treatment strategies, clinical oversight and on-going evaluation of service delivery and annual tobacco cessation outcomes among those enrolling in cessation services. The program promotes increased access to cessation services, such as text messaging and live chat options. The quitline also provides HIPPA-compliant clinical services, including technology that allows clinicians to refer patients to evidence-based tobacco treatment services.

The Department will monitor contracted services using the following performance measures:

- Maintaining a minimum of ninety percent (90%) live-answer rate each month of the contract period.
- Achieving a two percent (2%) Reach Rate Goal
- Achieving a thirty-five percent (35%) Quit Rate Goal (Overall Baseline of thirty-two percent (32%).

The Department selected National Jewish Health through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 1/29/2020 through 3/9/2020. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Section 1, Subsection 1.2, Paragraph 3.3 of the attached contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request the most vulnerable populations affected most by disease and death due to tobacco use and dependence will not have access to affordable evidence-based tobacco treatment.

Area served: Statewide

Source of Funds: 60.78% Federal Funds, CFDA 93.305, FAIN TBD; and 39.22% General Funds.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

Tobacco Treatment Quitline
RFA Name

RFA-2021-DPHS-01-TOBAC
RFA Number

Reviewer Names

1. Alia Hayes, Program Specialist IV
2. Kathryn Hatcher, PH Nurse Coordinator
3. Teresa Brown, Program Specialist IV

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. National Jewish Health		200	188.5
2. OPTUM		200	180

Subject: Tobacco Treatment Quitline (RFA-2021-DPHS-01-TOBAC-01)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. **IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name National Jewish Health		1.4 Contractor Address 1400 Jackson St., Suite 104 Denver, CO 80206	
1.5 Contractor Phone Number (303) 398-1005	1.6 Account Number 05-95-90-902010-56080000	1.7 Completion Date June 30, 2022	1.8 Price Limitation $714,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date: 5/15/2020		1.12 Name and Title of Contractor Signatory Christine Forkner, EVP Corporate Affairs & CFO	
1.13 State Agency Signature Date: 5/26/2020		1.14 Name and Title of State Agency Signatory Ann Landry Assoc. Comm.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: /s/ Christen Lavers		On: 6/1/20	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials
Date 5/15/20

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials CK
Date 5/15/20

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials CW

Date 5/15/20

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials CMX
Date 5/15/20

EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. **Revisions to Form P-37, General Provisions**

   1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

   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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020, or upon Governor and Executive Council approval, whichever is later ("Effective Date").

   1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

   3.3. The parties may extend the Agreement for up to four (4) years additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

   12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services in this agreement for New Hampshire adolescents who are 13-17 years of age; young adults who are 18-35 years of age; and adults who are over 35 years of age who may or may not use tobacco products including, but not limited to, Electronic Nicotine Delivery Systems (ENDS).

1.2. The Contractor shall ensure services are available statewide.

1.3. The Contractor shall ensure the Call Center includes, but is not limited to:

1.3.1. A toll-free system with multiple and simultaneous inbound and outbound calls that includes Intraoperative Voice Response (IVR) capabilities including, but not limited to:

1.3.1.1. A menu of options for voice mail to decrease call-waiting time.

1.3.1.2. Call back options.

1.3.1.3. Motivational messages.

1.3.2. A live answer for no less than eighteen (18) hours per day, seven (7) days per week with the exceptions of January 1st, Easter Sunday, Memorial Day, July 4th and December 25th.

1.3.3. Voicemail capabilities for the days outlined in 1.3.2. when a live answer is not provided and for calls waiting longer than five (5) minutes.

1.4. The Contractor shall provide Call Center services that include, but are not limited to:

1.4.1. Return-call attempts for all voice mail messages received within forty-eight (48) hours of receiving them.

1.4.2. Participant Intake Screenings that include but are not limited to:

1.4.2.1. Collecting health plan membership identification numbers.

1.4.2.2. Collecting individual-level data that utilizes the information in Appendix B, Minimum Data Set (MDS) intake questions, which are based on North American Quitline Consortium (NAQC) requirements.

1.4.3. Appropriate QuitNow-NH information that includes, but is not limited to:

1.4.3.1. Services provided.

1.4.3.2. Cessation medications that are available.

1.4.3.3. Website-related inquiries.

1.4.3.4. Clinical requests for QuitNow-NH materials.

1.4.3.5. Provider training support.

1.4.4. Self-help cessation materials that can be mailed to all types of tobacco users who engage with QuitNow-NH staff or through the website portal. The Contractor shall ensure all materials:

1.4.4.1. Display QuitNow-NH branding;

1.4.4.2. Meet low literacy level needs;

1.4.4.3. Be available in English and Spanish; and

1.4.4.4. Utilize pictures and graphics.

1.4.5. Materials that can be mailed to callers that relate to specific chronic disease conditions, pregnancy and post-partum.

1.4.6. Assessments of tobacco usage and readiness to quit.

1.5. The Contractor shall customize Intake Screening questions upon the Department's request.

1.6. The Contractor shall provide up to six (6) counseling calls and four (4) weeks of cessation medications to:

1.6.1. Medicaid recipients,

1.6.2. Medicare recipients; and

1.6.3. Uninsured individuals.

1.7. The Contractor shall provide individuals enrolled in a commercial healthcare insurance coverage one (1) coaching call and mail self-help materials, as appropriate.

1.8. The Contractor shall ensure counseling and coaching includes, but is not limited to:

1.8.1. Scheduling Counseling Call #1 for individuals ready to quit within thirty (30) days of completing the Intake Screening process.

1.8.2. Enrolling callers in text messaging support for individuals desiring text-messaging support.

1.8.3. Conducting Enrollment Coaching Call #1 for those ready to quit within (2) two weeks of the Intake process.

1.8.4. Utilizing innovative approaches for process and performance evaluation that align with value-based services.

1.8.5. Providing a customized cessation service that includes, but is not limited to, mailed self-help educational materials, evidence-based multi-call coaching sessions and Federal Drug Administration (FDA)-

approved Nicotine Replacement Therapy (NRT) products (Note: The Department will guide the Contractor relative to type and amount of NRT product distribution, based on State resources).

1.8.6. Providing services for youth who wish to quit electronic nicotine delivery systems and/or vaping by utilizing a research-based adolescent tobacco cessation protocol that has tested positive with youth and young adults, which includes, but is not limited to:

1.8.6.1. Digital phone application(s).

1.8.6.2. Online resources.

1.8.6.3. Print materials.

1.8.6.4. Providing a specialized protocol for individuals with behavioral health conditions.

1.8.7. Providing a specialized, researched-based protocol for pregnancy and post-partum women by offering female Quit Coaches who are specially trained in pregnancy, post-partum and breast-feeding issues in addition to tobacco treatment best practices. The Contractor shall ensure the protocol includes, but is not limited to:

1.8.7.1. Multiple coaching calls for participating women before during pregnancy and multiple coaching calls post-partum from the same Quit Coach.

1.8.7.2. Additional coaching calls, upon participant request.

1.8.7.3. Monetary participation incentives with Department guidance.

1.8.7.4. NRT for participating women upon request from their healthcare provider.

1.8.8. Providing a specialized, researched-based protocol for individuals with behavioral health conditions that includes, but is not limited to, assigning specially trained Quit Coaches.

1.8.9. Utilizing culturally competent, research-based protocols to engaging individuals, which includes, but is not limited to, principles of motivational interviewing for inducing behavior change with cognitive-behavioral approaches to treating substance abuse.

1.9. The Contractor shall ensure all FDA-approved cessation medications distributed are on the Medicaid Preferred Drug List.

1.10. The Contractor shall ensure over-the-counter NRT products are from manufacturers listed in the Medicaid Drug Rebate Program.

1.11. The Contractor shall ensure prescription medications including but not limited to Chantix and Bupropion are distributed through a Quitline pharmacy provider

that:

1.11.1. Is licensed to do business in New Hampshire, and

1.11.2. Holds a valid certificate from the New Hampshire Office of Medicaid as an approved service provider.

1.12. The Contractor shall attend regularly scheduled meetings with the Department to ensure value-based services are provided to the residents of New Hampshire.

1.13. The Contractor shall follow Department guidance to provide services in accordance with health insurance plan eligibility.

1.14. The Contractor shall follow Department guidance relative to the Tobacco Prevention and Cessation Program's (TPCP) partnership projects with the New Hampshire Bureau of Mental Health Services and the New Hampshire Bureau of Drug and Alcohol Services.

1.15. The Contractor shall develop standard and customized aggregate and de-identifiable data reports that align with the needs of the Department as well as any special reports requested by the Department.

1.16. The Contractor shall complete the National Quitline Data Warehouse (NQDW) Annual Services Survey and other NQDW Services Surveys, upon Department request in a format approved by the Department.

1.17. The Contractor shall maintain a quitline database that complies with the Department's Health Information Privacy and Security Measures (See Appendix C, Exhibit K).

1.18. The Contractor shall facilitate tobacco treatment e-Referral using HL7v3 technology into various types of electronic patient record systems with New Hampshire health systems.

1.19. The Contractor shall provide a web-based self-referral portal with features to opt-in for e-mail, text messaging and chat platforms. The Contractor shall:

1.19.1. Provide an on-line closed-loop clinical referral portal that complies with on-line and Interoperability programs:

1.19.2. Provide a website component that includes, but is not limited to:

1.19.2.1. A registration portal;

1.19.2.2. Opt-in option for text-messaging;

1.19.2.3. Opt-in option for e-mail support;

1.19.2.4. Self-help cessation materials that are tailored to registration responses and can be mailed to registrants;

1.19.2.5. Live Chat option for general inquiries as available technology allows; and

1.19.2.6. Digital Phone Applications, as available; and

1.19.3. Incorporate new technologies and best practices in tobacco treatment as offered by the evidence-based scientific community.

1.20. The Contractor shall provide a Certificates of Completion to youth who complete the adolescent treatment program, whether referred to services by the court, or enrolled in services with parental consent.

1.21. The Contractor shall provide Certificates of Completion to all adult callers upon request from the adult participant.

1.22. The Contractor shall develop a method for delivery of Certificates of Completion to decrease unauthorized duplication and/or use of the certificate.

1.23. The Contractor shall ensure all quitline operations comply with the Health Insurance Portability and Accountability Act (HIPAA).

1.24. The Contractor shall maintain membership with the North American Quitline Consortium (NAQC).

1.25. The Contractor shall maintain membership with the Association for the Treatment of Tobacco Use and Dependence (ATTUD) https://www.attud.org/.

2. Technical Assistance

2.1. The Contractor shall provide quitline education to New Hampshire public and private health insurance plan leaders relative to quitline operations, tobacco cessation benefits and partnership opportunities.

2.2. The Contractor shall participate in an Annual Site Visit with the TPCP.

2.3. The Contractor shall collaborate with the Department to improve specific processes and performance items based on completed evaluation activities.

2.4. The Contractor shall, with Department guidance, promote routine quitline communications and partnerships with stakeholders and partner organizations including, but not limited to:

2.4.1. Medicaid Managed Care Organizations (MCOs).

2.4.2. Federally Qualified Health Centers (FQHC) and look-alikes.

2.4.3. Rural health hospital systems.

2.4.4. Community Mental Health Centers.

2.4.5. Substance misuse recovery centers.

2.5. The Contractor shall analyze raw aggregate data collected from six (6) month follow-up participant surveys, conducted and provided to the selected Applicant by an independent evaluator, to determine the QuitNow-NH Tobacco Treatment Quitline participants' thirty (30) day tobacco abstinence rates, and submit the formatted aggregate data to the Department.

3. **Staffing**

3.1. The Contractor shall ensure adequate staffing to perform the functions and roles that include, but are not limited to:

3.1.1. Administration of contracted services prioritizing customer service within a finite budget.

3.1.2. Clinical oversight with subject matter expertise for the development of print materials, cessation medications and special population treatments.

3.2. The Contractor shall ensure Client Services Representatives are available for day-to-day quitline management and routine communication with the Department.

3.3. The Contractor shall ensure Certified Tobacco Treatment Specialists are available to conduct the Quit Coach activities in Subsection 1.8.

3.4. The Contractor shall ensure a data analyst is available to provide oversight and subject matter expertise relative to the quitline database in Subsection 1.17.

4. **Staff Education and Training**

4.1. The Contractor shall ensure Certified Tobacco Treatment Specialists routinely participate in continuing education trainings that include, but are not limited to:

4.1.1. Trans Theoretical Behavior Change for moving participants through the stages of change model to increase self-efficacy, determine commitment to change and prevent relapse.

4.1.2. Pharmacotherapy types, uses, potential side effects and coping with side effects.

4.1.3. Conflict resolution and customer relations.

4.1.4. Assessing, identifying and reacting to participants with emotional instability.

4.1.5. Certification and/or license renewal(s) for those coaches serving special populations.

4.2. The Contractor shall ensure staff achieve certification through a tobacco treatment specialist training curriculum accredited by the Council for Tobacco Treatment Training Programs, prior to engaging with individuals.

5. **Reporting**

5.1. The Contractor shall provide monthly aggregate reports that contain de-identified data to the Department no later than the tenth (10th) day of the month. The Contractor shall ensure reports include, but are not limited to:

5.1.1. Client details for services provided based on NAQC standardized measures for calls to 1-800-QUIT-NOW.

5.1.2. Client demographics.

5.1.3. Provider referral details that include, but are not limited to:

5.1.3.1. Whether referrals were Web-based or e-Referrals.

5.1.3.2. Name and address of the health care facility.

5.1.3.3. Name of the referring provider.

5.1.3.4. Outcome status of each referral.

5.1.4. Participants by county, de-identified.

5.1.5. Participants by medical condition, de-identified.

5.1.6. Participants by behavioral/mental/emotional health condition, de-identified.

5.1.7. Website utilization metrics.

5.1.8. Provider utilization by clinic name, address, county and outreach call outcome.

5.1.9. Additional report queries upon Department request.

6. Deliverables

6.1. The Contractor shall submit the following Deliverables to the Department within thirty (30) days of the contract effective date:

6.1.1. A copy of the brief Intake Screening;

6.1.2. A copy of the Intake Screening in the specialty behavior health program;

6.1.3. A copy of the Intake Screening when a woman enters the Pregnancy/Post-Partum (PPP) program;

6.1.4. A sample of a data-sharing agreement;

6.1.5. A sample of all print materials mailed to adolescents and adults enrolling in services, including co-occurring chronic diseases; and

6.1.6. A sample of IVR script/menu for outbound calls, inbound 1-800-QUIT-NOW calls, caller waiting in times of high call volume.

6.2. The Contractor shall develop and submit an Annual Outcomes Report to the Department by April 30th each year of the contract period that must include, but is not limited to:

6.2.1. One (1) year of aggregate data for delivered services in a format approved by the Department.

6.2.2. Survey Participants' thirty (30) day tobacco abstinence rates in accordance with Subsection 2.5.

6.2.3. Documentation demonstrating the Performance Measures in Section 7 are achieved.

7. Performance Measures

7.1. The Contractor shall maintain a minimum of ninety percent (90%) live-answer rate each month of the contract period.

7.2. The Contractor shall achieve a two percent (2%) Reach Rate Goal (Baseline of .25%).

7.3. The Contractor shall achieve a thirty-five percent (35%) Rate Goal (Overall Baseline of thirty-two percent (32%).

7.4. The Contractor shall attend a minimum of fifteen (15) meetings in a twelve (12) month period with Department staff to monitor contracted services.

7.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

7.6. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

7.7. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

8. Additional Terms

8.1. North American Quitline Consortium Guidance

8.1.1. The Contractor shall rely on the North American Quitline Consortium (NAQC) Guidance for evidence of best practices in all quitline operations, policies and procedures.

8.2. Impacts Resulting from Court Orders or Legislative Changes

8.2.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

8.3. Culturally and Linguistically Appropriate Services (CLAS)

8.3.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

8.4. Credits and Copyright Ownership

8.4.1. 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, "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."

8.4.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

8.4.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

8.4.3.1. Brochures.

8.4.3.2. Resource directories.

8.4.3.3. Protocols or guidelines.

8.4.3.4. Posters.

8.4.3.5. Reports.

8.4.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

9. Records

9.1. The Contractor shall keep records that include, but are not limited to:

9.1.1. Books, records, documents and other electronic or physical 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.

9.1.2. All records must 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.

9.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

9.1.4. Medical records on each patient/recipient of services.

9.2. 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. 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.

10. Termination Report/Transition Plan

10.1. In the event of early termination of the Agreement, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishing a process to meet those needs.

10.2. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.3. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.4. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

11. Exhibits Incorporated

11.1. All Exhibits D through H and J are attached hereto and incorporated by

reference herein.

11.2. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties and is incorporated by reference herein.

11.3. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

EXHIBIT C

Payment Terms

1. This Agreement is 100% funded by the National State-Based Tobacco Control Programs, as awarded on October 4, 2019, by the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention CFDA #93.305.
2. For the purposes of this Agreement:
   - 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.
   - 2.2. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
   - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. The Contractor shall submit an invoice on a fixed fee per service basis in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies services utilized in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment, and shall be in accordance with the approved budget and fee schedule.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHSContractBilling@dhhs.nh.gov, or invoices may be mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. As a fixed fee per service subrecipient, Contractor will include the total amount of final invoice for the fiscal year as a single item in the annual audit.

11.3. If Condition B or Condition C exists, the Contractor shall submit an

annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. 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.

Exhibit C-1 (SFY 2021), Budget

New Hampshire Department of Health and Human Services

Contractor name: National Jewish Health

Budget Request for: RFA-2021-DPHS-01-TOBAC-01

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost		
	Direct	Indirect	Total
1. Total Salary/Wages	$ 140,560.00	$ 9,136.40	$ 149,696.40
2. Employee Benefits	$ 45,000.00	$ 2,925.00	$ 47,925.00
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Lab	$ -	$ -	$ -
Pharmacy	$ 111,000.00	$ -	$ 111,000.00
Medical	$ -	$ -	$ -
Office	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -
7. Occupancy	$ 1,378.60	$ -	$ 1,378.60
8. Current Expenses	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Postage	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -
Insurance	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -
9. Software	$ -	$ -	$ -
10. Marketing/Communications	$ 45,000.00	$ -	$ 45,000.00
11. Staff,Education and Training	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 17,000.00	$ -	$ 17,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
TOTAL	$ 359,938.60	$ 12,061.40	$ 372,000.00

Indirect As A Percent of Direct 3.4%

Contractor Initials: CMS

Date: 5/15/20

Exhibit C-2 (SFY 2022), Budget

New Hampshire Department of Health and Human Services

Contractor name: National Jewish Health

Budget Request for: RFA-2021-DPHS-01-TOBAC-01

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost		
	Direct	Indirect	Total
1. Total Salary/Wages	$ 140,560.00	$ 9,136.40	$ 149,696.40
2. Employee Benefits	$ 45,000.00	$ 2,925.00	$ 47,925.00
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Lab	$ -	$ -	$ -
Pharmacy	$ 95,000.00	$ -	$ 95,000.00
Medical	$ -	$ -	$ -
Office	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -
7. Occupancy	$ 1,378.60	$ -	$ 1,378.60
8. Current Expenses	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Postage	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -
Insurance	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -
9. Software	$ -	$ -	$ -
10. Marketing/Communications	$ 33,000.00	$ -	$ 33,000.00
11. Staff Education and Training	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 15,000.00	$ -	$ 15,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
TOTAL	$ 329,938.60	$ 12,061.40	$ 342,000.00

Indirect As A Percent of Direct 3.7%

Contractor Initials CH

Date 5/15/20

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials CJK
Date 5/15/20

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name: National Jewish Health

5/15/2020
Date

Name: Christine Forkner
Title: EVP Corporate Affairs & CFO

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: National Jewish Health

5/15/2020
Date

Name: Christine Forkner
Title: EVP Corporate Affairs & CFO

Vendor Initials CF
Date 5/15/20

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials CM
Date 5/15/20

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Vendor Name: National Jewish Health

5/15/2020
Date

Name: Christine Forkner
Title: EVP Corporate Affairs & CFO

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

The Vendor 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:

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

The Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: National Jewish Health

5/15/2020
Date

Name: Christine Forkner
Title: EVP Corporate Affairs & CFO

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 Vendor 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 Vendor 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.

Vendor Name: National Jewish Health

5/15/2020
Date

Name: Christine Forkner
Title: EVP Corporate Affairs & CFO

Vendor Initials
Date 5/15/20

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 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.

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

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, TitleXIII, 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 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 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 160.103, 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 164.103.

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, unreadable, 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) **Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall 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 HIPAA Privacy, Security, and Breach Notification Rules 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. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. 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.

e. 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 (l). 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 Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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 Paragraph 10 of the standard terms and conditions (P-37) 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, 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.

Contractor Initials

Date 5/15/20

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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	National Jewish Health
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Christine Tappan	Christine Forkner
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	EVP Corporate Affairs & CFO
Title of Authorized Representative	Title of Authorized Representative
5/22/2020	5/15/2020
Date	Date

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

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

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

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

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

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

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

Contractor Name: National Jewish Health

5/15/2020
Date

Name: Christine Forkner
Title: EVP Corporate Affairs & CFO

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: 076443019

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?

   X 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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials CU
Date 5/15/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

September 22, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing agreement with ICF Macro, Inc. (VC #175716-R001), Fairfax, VA, to continue conducting the annual Behavioral Risk Factor Surveillance System and Asthma Callback Surveys, by exercising a contract renewal option by increasing the price limitation by $1,215,720 from $1,367,587 to $2,583,307, and extending the completion date from December 31, 2020 to December 31, 2022 effective upon Governor and Council approval. 83% Federal Funds. 8% General Funds. 9% Other Funds (University of New Hampshire, Dartmouth Hitchcock and the Alzheimer's Association).

The original contract was approved by Governor and Council on December 21, 2016, item #22, and most recently amended with Governor and Council approval on March 13, 2019, item #8.

Funds are available in the following accounts for State Fiscal Year 2021 and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue conducting the annual Behavioral Risk Factor Surveillance System and Asthma Callback Surveys. These surveys collect information on the prevalence of health risk behaviors among New Hampshire residents and measure long-term changes in public health, which the Department in turn utilizes to target interventions and to evaluate public health programs and services.

The New Hampshire Behavioral Risk Factor Surveillance System conducts over 6,000 interviews and approximately 500 Asthma Callback Interviews annually, and produces statistically valid estimates of adult residents' health behaviors and practices and the prevalence of chronic diseases.

The Contractor will continue to conduct the Behavioral Risk Factor Surveillance System survey statewide. The random telephone survey of adults has been conducted each year in New Hampshire since 1987. The survey period begins in January each year and continues for the next twelve (12) consecutive calendar months without interruption. This survey is administered in all fifty (50) states and is in large part funded by the Centers for Disease Control. In addition to measuring the prevalence of specific health risk behaviors at the state and county levels, as well as for the cities of Manchester and Nashua, the survey helps the Department understand the health risks and benefits that can be influenced by individual behavior. Information is also collected on the prevalence of health conditions such as asthma, diabetes and cardiovascular disease. The Department will use the collected information to plan, implement and evaluate health programs and to identify high-risk segments of the population for focused education, outreach and other types of health promotion and disease prevention activities.

Additionally, the Behavioral Risk Factor Surveillance System is an efficient data-gathering tool during times of emergency to help residents of New Hampshire. For example, in 2020, questions were added to assess the impact of the COVID-19 pandemic on workers' safety.

The Department will continue to monitor contracted services by ensuring:

- A minimum of five hundred (500) landline or cell phone interviews of randomly selected eligible New Hampshire adults eighteen (18) years of age or older, are completed each month contingent upon available funding;
- Partially completed interviews (units) do not exceed three percent (3%) of the total monthly completed interviews; and
- A monthly random sample of ten (10) audio interviews is uploaded to the Contractor's web portal for Department review.

As referenced in Exhibit C-1 General Provisions of the original contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for the remaining two (2) years available.

Should the Governor and Council not authorize this request, information on the prevalence of health risk behaviors among New Hampshire residents may not be available, limiting the ability of the Department to measure long-term changes in the health of the public and evaluate its health improvement programs. The Behavioral Risk Factor Surveillance System survey is the only comprehensive source of data for measuring general health status, behavior, prevention and screening in the adult population in New Hampshire. The suspension of the Behavioral Risk Factor Surveillance System survey could also impede the State's ability to gather information expeditiously to respond to emerging disease outbreaks or natural disasters.

Area served: Statewide

Sources of Funds:

- CFDA #93.336, FAIN #NU58DP006886;
- CFDA #93.070, FAIN #U59EH000509 and #NUE1EH001391;
- CFDA #93.426, FAIN #NU58DP006515;
- CFDA #93.991, FAIN TBD;
- CFDA #93.913, FAIN #H95RH00149;
- CFDA #93.387, FAIN #NU58DP006786;
- CFDA #93.778, FAIN #2005NH5MAP;
- CFDA #93.243, FAIN #SP020796;
- CFDA #93.757, FAIN #58DP004821;
- State General Funds; and
- Other Funds.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

Behavioral Risk Factor Surveillance System
RFP-2017-DPHS-02-BRFSS-01-A02

Fiscal Details

05-95-90-900510-8667 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF PUBLIC HEALTH SVCS, BUREAU OF INFORMATICS, BRFSS (91% Federal Funds, 9% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Modified Budget
2017	519/500360	BRFSS Behavior Risk Factor	90016400	$111,919.00	$0.00	$111,919.00
	519/500360	BRFSS Behavior Risk Factor	90016409	$23,299.00	$0.00	$23,299.00
	519/500360	BRFSS Behavior Risk Factor	90016410	$0.00	$0.00	$0.00
	519/500360	BRFSS Behavior Risk Factor	90016411	$15,000.00	$0.00	$15,000.00
	519/500360	BRFSS Behavior Risk Factor	90016412	$0.00	$0.00	$0.00
	519/500360	BRFSS Behavior Risk Factor	90016413	$0.00	$0.00	$0.00
	519/500360	BRFSS Behavior Risk Factor	90016414	$5,000.00	$0.00	$5,000.00
	519/500360	BRFSS Behavior Risk Factor	90016406	$8,000.00	$0.00	$8,000.00
		Subrotal SFY 2017		*$163,218.00*	*$0.00*	*$163,218.00*
2018	519/500360	BRFSS Behavior Risk Factor	90016400	$156,000.00	$0.00	$156,000.00
	519/500360	BRFSS Behavior Risk Factor	90016400	$50,250.00	$0.00	$50,250.00
	519/500360	BRFSS Behavior Risk Factor	90016400	$15,000.00	$0.00	$15,000.00
	519/500360	BRFSS Behavior Risk Factor	90016411	$15,000.00	$0.00	$15,000.00
	519/500360	BRFSS Behavior Risk Factor	90016412	$38,000.00	$0.00	$38,000.00
	519/500360	BRFSS Behavior Risk Factor	90083200	$19,000.00	$0.00	$19,000.00
	519/500360	BRFSS Behavior Risk Factor	90016414	$30,000.00	$0.00	$30,000.00
	519/500360	BRFSS Behavior Risk Factor	90016406	$8,000.00	$0.00	$8,000.00
		Subtotal SFY 2018		*$331,250.00*	*$0.00*	*$331,250.00*
2019	519/500360	BRFSS Behavior Risk Factor	90016400	$187,259.00	$0.00	$187,259.00
	519/500360	BRFSS Behavior Risk Factor	90016409	$43,979.00	$0.00	$43,979.00
	519/500360	BRFSS Behavior Risk Factor	90016410	$15,000.00	$0.00	$15,000.00
	519/500360	BRFSS Behavior Risk Factor	90016411	$15,000.00	$0.00	$15,000.00
	519/500360	BRFSS Behavior Risk Factor	90016412	$0.00	$0.00	$0.00
	519/500360	BRFSS Behavior Risk Factor	90083203	$38,500.00	$0.00	$38,500.00
	519/500360	BRFSS Behavior Risk Factor	90016414	$0.00	$0.00	$0.00
	519/500360	BRFSS Behavior Risk Factor	90017417	$31,500.00	$0.00	$31,500.00
	519/500360	BRFSS Behavior Risk Factor	90016406	$0.00	$0.00	$0.00
	519/500360	BRFSS Behavior Risk Factor	90082801	$10,000.00	$0.00	$10,000.00
		Subtotal SFY 2019		*$341,238.00*	*$0.00*	*$341,238.00*
2020	519/500360	BRFSS Behavior Risk Factor	90016400	$224,567.59	$0.00	$224,567.59
	519/500360	BRFSS Behavior Risk Factor	90016409	$31,897.41	$0.00	$31,897.41
	519/500360	BRFSS Behavior Risk Factor	90016410	$15,000.00	$0.00	$15,000.00
	519/500360	BRFSS Behavior Risk Factor	90016411	$15,000.00	$0.00	$15,000.00
	519/500360	BRFSS Behavior Risk Factor	90016414	$26,500.00	$0.00	$26,500.00
	519/500360	BRFSS Behavior Risk Factor	90017417	$0.00	$0.00	$0.00
	519/500360	BRFSS Behavior Risk Factor	90083200	$38,500.00	$0.00	$38,500.00
	519/500360	BRFSS Behavior Risk Factor	90016406	$0.00	$0.00	$0.00
	519/500360	BRFSS Behavior Risk Factor	90082801	$0.00	$0.00	$0.00
		Subtotal SFY 2020		*$351,465.00*	*$0.00*	*$351,465.00*

Behavioral Risk Factor Surveillance System
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Fiscal Details

2021	519/500360	BRFSS Behavior Risk Factor	90016400	$150,416.00	$0.00	$150,416.00
	519/500360	BRFSS Behavior Risk Factor	90016409	$0.00	$0.00	$0.00
	519/500360	BRFSS Behavior Risk Factor	90016411	$15,000.00	$0.00	$15,000.00
	519/500360	BRFSS Behavior Risk Factor	90017417	$0.00	$0.00	$0.00
	519/500360	BRFSS Behavior Risk Factor	90016414	$0.00	$15,000.00	$15,000.00
	519/500360	BRFSS Behavior Risk Factor	90016406	$0.00	$5,000.00	$5,000.00
	519/500360	BRFSS Behavior Risk Factor	90082801	$0.00	$0.00	$0.00
	519/500360	BRFSS Behavior Risk Factor	90016400	$0.00	$174,000.00	$174,000.00
	519/500360	BRFSS Behavior Risk Factor	90016412	$0.00	$40,500.00	$40,500.00
	519/500360	BRFSS Behavior Risk Factor	90016415	$0.00	$12,470.00	$12,470.00
	519/500360	BRFSS Behavior Risk Factor	90016409	$0.00	$106,250.00	$106,250.00
	519/500360	BRFSS Behavior Risk Factor	90073000	$0.00	$10,000.00	$10,000.00
	519/500360	BRFSS Behavior Risk Factor	90018000	$0.00	$7,500.00	$7,500.00
	519/500360	BRFSS Behavior Risk Factor	90086671	$0.00	$27,000.00	$27,000.00
	519/500360	BRFSS Behavior Risk Factor	90016402	$0.00	$7,500.00	$7,500.00
		Subtotal SFY 2021		*$165,416.00*	*$405,220.00*	*$570,636.00*
2022	519/500360	BRFSS Behavior Risk Factor	90016400	$0.00	$345,000.00	$345,000.00
	519/500360	BRFSS Behavior Risk Factor	90016414	$0.00		$0.00
	519/500360	BRFSS Behavior Risk Factor	90016412	$0.00	$9,000.00	$9,000.00
	519/500360	BRFSS Behavior Risk Factor	90016415	$0.00	$15,000.00	$15,000.00
	519/500360	BRFSS Behavior Risk Factor	90083204	$0.00		$0.00
	519/500360	BRFSS Behavior Risk Factor	90016409	$0.00		$0.00
	519/500360	BRFSS Behavior Risk Factor	90073000	$0.00	$10,000.00	$10,000.00
	519/500360	BRFSS Behavior Risk Factor	90018000	$0.00	$15,000.00	$15,000.00
	519/500360	BRFSS Behavior Risk Factor	90016406	$0.00	$15,000.00	$15,000.00
	519/500360	BRFSS Behavior Risk Factor	90086671	$0.00	$27,000.00	$27,000.00
	519/500360	BRFSS Behavior Risk Factor	90016402	$0.00	$15,000.00	$15,000.00
		Subtotal SFY 2022		*$0.00*	*$451,000.00*	*$451,000.00*
2023	519/500360	BRFSS Behavior Risk Factor	90016400	$0.00	$172,000.00	$172,000.00
	519/500360	BRFSS Behavior Risk Factor	90016415	$0.00	$6,250.00	$6,250.00
	519/500360	BRFSS Behavior Risk Factor	90073000	$0.00	$7,500.00	$7,500.00
	519/500360	BRFSS Behavior Risk Factor	90018000	$0.00	$35,250.00	$35,250.00
	519/500360	BRFSS Behavior Risk Factor	90016406	$0.00	$1,000.00	$1,000.00
	519/500360	BRFSS Behavior Risk Factor	90016402	$0.00	$7,500.00	$7,500.00
		Subtotal SFY 2023		*$0.00*	*$229,500.00*	*$229,500.00*
			Subtotal	**$1,352,587.00**	**$1,085,720.00**	**$2,438,307.00**

05-95-047-470010-7937 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF HUMAN SERVICES, HHS: OFFICE OF MEDICAID & BUS POLICY (50% Federal Funds, 50% General Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Modified Budget
2020	102/500731	Contracts for Prog Svc	90016410	$15,000.00	$0.00	$15,000.00
2021	102/500731	Contracts for Prog Svc	90016410	$0.00	$7,500.00	$7,500.00
2022	102/500731	Contracts for Prog Svc	90016410	$0.00	$15,000.00	$15,000.00
2023	102/500731	Contracts for Prog Svc	90016410	$0.00	$7,500.00	$7,500.00
			Subtotal	**$15,000.00**	**$30,000.00**	**$45,000.00**

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RFP-2017-DPHS-02-BRFSS-01-A02

Fiscal Details

05-95-42-42101-2958 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF HUMAN SERVICES, BUREAU OF CHILD PROTECTION, CHILD-FAMILY SERVICES (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Modified Budget
2021	519/500360	Contracts for Prog Svc	42105893	$0.00	$50,000.00	$50,000.00
2022	519/500360	Contracts for Prog Svc	42105893	$0.00	$50,000.00	$50,000.00
2023	519/500360	Contracts for Prog Svc	42105893	$0.00	$0.00	$0.00
			Subtotal	**$0.00**	**$100,000.00**	**$100,000.00**
			TOTAL	**$1,367,587.00**	**$1,215,720.00**	**$2,583,307.00**

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Behavioral Risk Factor Surveillance System Contract

This 2nd Amendment to the Behavioral Risk Factor Surveillance System contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and ICF Macro, Inc. (hereinafter referred to as "the Contractor"), a for-profit corporation with a place of business at 9300 Lee Highway, Fairfax, VA 22031.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #22), as amended on March 13, 2019 (Item #8), 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,583,307.

3. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, by adding Subsection 1.3 as follows:

   1.3. For the purposes of this Contract, "unit" is defined as a completed/partially completed interview.

4. Modify Exhibit A, Scope of Services, Section 6. Reporting, by deleting Subsection 6.1 in its entirety and replacing with the following:

   6.1. The Contractor shall post/submit a monthly progress report by email or via a web site to Department indicating:

   6.1.1. The number of completed and partially completed interviews (units) by strata, by month and year-to-date.

   6.1.2. Final CDC Disposition Codes for all sample records, both complete and incomplete.

   6.1.3. The monthly and year-to-date response rates (Council of American Survey Research Organizations, Cooperation and Refusal).

   6.1.4. Average interview duration.

   6.1.5. An annual evaluation report of survey quality.

5. Modify Exhibit A, Scope of Services, Section 8. Performance Measures/Deliverables, Subsection 8.1, by deleting Paragraph 8.1.2 in its entirety and replacing with the following:

   8.1.2. Partially completed interviews (units) should not exceed 3.0% of the monthly total surveys completed.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing it in its entirety with Exhibit B – Amendment #2, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
7. Modify Exhibit B-5, Cost Bid Budget Amendment #1 by deleting it in its entirety.

All terms and conditions of the Contract and prior amendment not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

9/23/20
Date

Name: Ann Landry
Title: Assoc. Commission

ICF Macro, Inc.

9/22/2020
Date

Maha Shah
Name: Maha Shah
Title: Contracts Administrator

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

OFFICE OF THE ATTORNEY GENERAL

09/23/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

Exhibit B – Amendment #2

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Contract is funded with:
   - 2.1. 83% Federal Funds from the:
     - 2.1.1. US Department of Health and Human Services, Centers for Disease Control and Prevention, NH Statewide Surveillance: Adult Behavioral Risk Factor Survey Grant, Catalog of Federal Domestic Assistance (CFDA) #93.336, Federal Award Identification Number (FAIN) NU58DP006886;
     - 2.1.2. US Department of Health and Human Services, Centers for Disease Control and Prevention, Preventive Health Services Grant, CFDA #93.758, FAIN B01OT009037;
     - 2.1.3. US Department of Health and Human Services, Center for Medicaid Services, Medicaid Grant, CFDA #93.778, FAIN 2005NH5MAP;
     - 2.1.4. US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Partnership for Success 2015 Grant, CFDA #93.243, FAIN SP020796;
     - 2.1.5. US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.757, FAIN 58DP004821;
     - 2.1.6. US Department of Health and Human Services, Health Resources and Services Administration, Home Visiting Grant CFDA #93.505, FAIN MC19420;
     - 2.1.7. US Department of Health and Human Services, Centers for Disease Control and Prevention, Asthma Prevention and Control Grant, CFDA #93.070, FAINs U59EH000509, NUE1EH001391 and NUE1EH001357;
     - 2.1.8. US Department of Health and Human Services, Centers for Disease Control and Prevention and Health Promotion, Diabetes and Heart Disease & Stroke Prevention Program, CFDA #93.426, FAIN NU58DP006515;
     - 2.1.9. US Department of Health and Human Services, Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, CFDA #93.991, FAIN TBD;
     - 2.1.10. US Department of Health and Human Services, Centers for Disease Control and Prevention, Grants to States for Operation of Offices of Rural Health, CFDA #93.913, FAIN H95RH00149; and
     - 2.1.11. US Department of Health and Human Services, Centers for Disease Control and Prevention, National State-Based Tobacco Control Programs, CFDA #93.387, FAIN NU58DP006786.
   - 2.2. 8% General Funds.
   - 2.3. 9% Other Funds from the University of New Hampshire (NH Disability & PH Project and Occupational Safety & Health); Dartmouth Hitchcock (Colorectal Cancer Screening Program); and the Alzheimer's Association.

3. For the purposes of this Agreement:
   3.1. The Department has identified the Vendor as a Contractor, in accordance with 2 CFR 200.330.
   3.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
4. The Contractor agrees to provide the services in Exhibit A, Scope of Service, in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
5. Payment for said services shall be made monthly as follows:
   5.1 Payment shall be made on a cost reimbursement basis incurred in the fulfillment of this agreement in accordance with the Completed/Partially Completed Interview Unit Rates table below.

Completed/Partially Completed Interview Unit Rates			
Interview Type	**SFY 2021** 7/1/20 – 6/30/21 Cost per Unit	**SFY 2022** 7/1/21 – 6/30/22 Cost per Unit	**SFY 2023** 7/1/22 – 12/31/22 Cost per Unit
Landlines	$51.40	$52.94	$54.79
Cells	$70.78	$72.90	$75.45
Asthma Callbacks (Adult & Childhood)	$35.09	$36.14	$37.40

   5.2 The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for the number and type of surveys completed in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
   5.3 The State will make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
   5.4 The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
   5.5 In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

   Department of Health and Human Services
   Division of Public Health Services
   29 Hazen Drive
   Concord, NH 03301
   Email address: DPHScontractbilling@dhhs.nh.gov

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjust encumbrances between State Fiscal Years through the Budget Office if

needed and justified, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

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 ICF MACRO, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 23, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: **259980**
Certificate Number: **0004988228**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of August A.D. 2020.

William M. Gardner
Secretary of State

ICF MACRO, INC.
ASSISTANT SECRETARY CERTIFICATE

The undersigned, Rosemarie Jones, hereby certifies:

She is the duly elected and appointed Assistant Secretary of ICF Macro, Inc., a Delaware Corporation (the "Company"), and in that capacity has access to the company records, minute books and tax records of the Company, and is familiar with the matters therein contained and herein certified.

ICF International, Inc., a Delaware corporation, is the parent company (the "Parent") to multiple subsidiaries worldwide (the "ICF Companies"), including the Company;

Pursuant to a resolution adopted and approved on September 13, 2019, the Parent's Board of Directors expressly granted and delegated defined authorities to the Executive Chairman when that position is filled, and otherwise, or upon delegation from the Executive Chairman, to the Chief Executive Officer (the "Board Authorized ICF Executive") of the Parent. The Board Authorized ICF Executive and those authorized by him are empowered to delegate operational authority for the ICF Companies, pursuant to the Approval Authority & Signature Matrix ("AASM"), a delegation of operational authority for the ICF Companies whereby authority is delegated from the Board Authorized ICF Executive to senior management officers who have the authority to further delegate specific actions to designated persons in specific positions, as excerpted below;;

> "This Approval Authority & Signature Matrix provides delegated authority from the ICF Board of Directors, through ICF's Chairman and CEO to ICF management identified in this matrix."

The Senior Vice President – Contracts and Administration of the Company is a senior management officer authorized, pursuant to the AASM, to bind the Company to all terms and conditions of bids, proposals, contracts and other specific actions that may be directed by the President, Chief Financial Officer or Executive Vice Presidents, and has authority to sign any and all documents necessary to complete the aforementioned;

ROBERT TOTH has been duly elected and appointed Senior Vice President – Contracts and Administration of the Company by Consent of the Sole Shareholder of the Company, dated June 5, 2020, and such consent has not been modified, rescinded or revoked, and is at present in full force and effect;

ROBERT TOTH is authorized, pursuant to the AASM, to bind the Company to all terms and conditions and other specific actions with regards to the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, related to New Hampshire Department of Health and Human Services renewal of contract NH BRFSS for fiscal years 2021 – 2023 ("NH BRFSS 161722");

ICF Macro, Inc.
NH BRFSS 161722

ROBERT TOTH has delegated his signing authority, pursuant to the AASM, to DOROTHY A. (DOTTI) SHIELDS, Director – Contracts to bind the Company to all terms and conditions of bids, proposals, contracts and other specific actions in connection with NH BRFSS 161722; and

DOTTI SHIELDS has further delegated her signing authority, pursuant to the AASM, to LORI HUNSBERGER, Sr. Manager – Contracts, to bind the Company and to sign any and all documents necessary in connection with NH BRFSS 161722;

LORI HUNSBERGER has further delegated her signing authority, pursuant to the AASM, to JANE KETCHUM, Manager – Contracts, to bind the Company and to sign any and all documents necessary in connection with NH BRFSS 161722;

JANE KETCHUM has further delegated her signing authority, pursuant to the AASM, to MAHA SHAH, Contracts Administrator – Contracts, to bind the Company and to sign any and all documents necessary in connection with NH BRFSS 161722;

It is understood that the State of New Hampshire will rely on this Assistant Secretary Certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

IN WITNESS WHEREOF I have executed this certificate on this 4th day of September, 2020.

Rosemarie Jones Digitally signed by Rosemarie Jones Date: 2020.09.04 14:34:02 -04'00'

Rosemarie Jones, Assistant Secretary
ICF Macro, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/10/2020

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 have ADDITIONAL INSURED provisions or 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
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Great Northern Insurance Co.	20303
INSURER B:	Federal Insurance Company	20281
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
ICF Macro, Inc.
Attn: Misha Freimann
9300 Lee Highway
Fairfax, VA 22031 USA

COVERAGES **CERTIFICATE NUMBER:** 570083018106 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			3581-24-09 Package - Domestic	07/01/2020	07/01/2021	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			7352-29-55 Automobile - All States	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		(21) 7175-43-37 Workers Compensation	07/01/2020	07/01/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

NH DHHS
129 Pleasand St.
Concord, NH 03301 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570083018106

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

February 12, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to **retroactively** exercise a renewal option and amend an existing agreement with ICF Macro, Inc., Vendor # 175716-R001, 9300 Lee Highway, Fairfax, VA 22031, to plan, organize, test, and implement the annual Behavioral Risk Factor Surveillance System (BRFSS) survey questionnaire by increasing the price limitation by $705,075, from $662,512 to an amount not to exceed $1,367,587 to and extending the completion date from December 31, 2018 to December 31, 2020 effective retroactive to January 1, 2019 upon Governor and Executive Council approval. Funds are 96.64% Federal, 2.19% General and 1.17% Other Funds.

The original agreement was approved by the Governor and Executive Council on December 21, 2016 (Item #22 – Vote 5-0).

Funds are available in the following accounts for State Fiscal Year (SFY) 2019 and are anticipated to be available in SFY 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval from the Governor and Executive Council, if needed and justified.

05-95-90-900510-8667 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF PUBLIC HEALTH SVCS, BUREAU OF INFORMATICS, BRFSS

Fiscal Year	Class / Account	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2017	519/500360	Contracts for Prog Svc	$163,218	$0.00	$163,218
SFY 2018	519/500360	Contracts for Prog Svc	$331,250	$0.00	$331,250
SFY 2019	519/500360	Contracts for Prog Svc	$168,044	$173,194	$341,238
SFY 2020	519/500360	Contracts for Prog Svc	$0.00	$351,465	$351,465
SFY 2021	519/500360	Contracts for Prog Svc	$0.00	$180,416	$180,416

			$662,512	$705,075	$1,367,587

SEE ATTACHED FISCAL DETAILS

EXPLANATION

This request is **retroactive** because the Department did not receive the fully executed documents in time for the request to be heard at the December 19, 2018 meeting of the Governor and Executive Council. The purpose of this request is to ensure information on the prevalence of health risk behaviors among New Hampshire residents is available to the Department in in order to measure long-term changes in health to the public, which in turn is used to target interventions, measure performance of public health programs and services.

The Behavioral Risk Factor Surveillance Survey is a statewide, random telephone survey of adults that has been conducted each year in New Hampshire for the past twenty years. The survey period begins in January of each year and continues for the next twelve consecutive calendar months without interruption. This survey is administered in all fifty (50) states and is in large part funded by the Centers for Disease Control.

The objective of the Behavioral Risk Factor Surveillance Survey is to measure the prevalence of specific health risk behaviors among New Hampshire citizens as well as to understand their knowledge of both the health risks and health benefits that can be influenced by individual behavior. The telephone survey provides information about health related behaviors at the state and county levels as well as for the Cities of Manchester and Nashua. Information is also collected about the prevalence of health conditions such as asthma, diabetes and cardiovascular disease. No personally identifiable information is collected, and the individuals contacted choose to participate, or to not participate, in the survey.

The information from the survey is used by the Department of Health and Human Services to plan, implement and evaluate health programs and to identify high-risk segments of the population for focused education, outreach and other types of health promotion and disease prevention activities. This information is also used to inform policy makers and the public to assist with setting health program priorities. The Behavioral Risk Factor Surveillance Survey is the only comprehensive source of data for measuring general health status, behavior, prevention and screening in the adult population in New Hampshire.

Should the Governor and Council not authorize this request, information on the prevalence of health risk behaviors among New Hampshire residents will not be available. Furthermore, the Department of Health and Human Services would not be able to measure long-term changes in the health of the public, and thus would be unable to evaluate the performance of its health improvement programs. In extreme situations, the suspension of the Behavioral Risk Factor Surveillance Survey could impede the State's ability to expeditiously gather information to respond to emerging disease outbreaks or natural disasters.

The NH BRFSS program is designed to generate state-wide estimates of NH residents' health behaviors and practices that are linked to the leading causes of morbidity and mortality. The statistics collected will be used by the Division of Public Health Services and other local health agencies for planning and implementing health promotion activities serving about 1.35 million New Hampshire residents.

Examples of State-Wide Usage of BRFSS data:

The BRFSS program is an efficient data gathering tool during times of emergency for assisting NH residents. For example: The 2007 BRFSS survey asked NH residents questions about personal preparedness during a natural disaster. The results indicated that only 54% of households have a three-day supply of water on hand. This information was used to craft outreach and education messages to NH residents and designated September as New Hampshire Preparedness Month.

In 2009 and 2010, questions were quickly added to the BRFSS to monitor vaccination rates for the 2009 H1N1 influenza outbreak as well as flu-like illness.

Area served: Statewide.

Source of Funds: 96.64% Federal Funds from the US Department of Health and Human Services, Centers for Disease Control and Prevention, Centers for Medicaid Services, Substance Abuse Block Grant, Substance Abuse and Mental Health Services Administration, and Health Resources and Services Administration, 2.19% General Funds and 1.17% Other Funds from the University of New Hampshire.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

NH Behavioral Risk Factor Surveillance System Contract
SFY 2017 through SFY 2021 Financial Detail

05-95-90-900510-8667 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF PUBLIC HEALTH SVCS, BUREAU OF INFORMATICS, BRFSS

100% Federal Funds

CFDA # 93.336
FAIN NU58DP006030

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
2017	519/500360	BRFSS Behavior Risk Factor	90016400	111,919.00	-	111,919.00
2018	519/500360	BRFSS Behavior Risk Factor	90016400	156,000.00	-	156,000.00
2019	519/500360	BRFSS Behavior Risk Factor	90016400	112,000.00	75,259.00	187,259.00
2020	519/500360	BRFSS Behavior Risk Factor	90016400		224,567.59	224,567.59
2021	519/500360	BRFSS Behavior Risk Factor	90016400		150,416.00	150,416.00
		Sub Total		379,919.00	450,242.59	830,161.59

05-95-90-900510-8667 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF PUBLIC HEALTH SVCS, BUREAU OF INFORMATICS, BRFSS

100% Federal Funds

CFDA # 93.758 93.991
FAIN B01OT009037 NB01OT009205

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
2017	519/500360	BRFSS Behavior Risk Factor	90016409	23,299.00	-	23,299.00
2018	519/500360	BRFSS Behavior Risk Factor	90016409	50,250.00	-	50,250.00
2019	519/500360	BRFSS Behavior Risk Factor	90016409	9,544.00	34,435.00	43,979.00
2020	519/500360	BRFSS Behavior Risk Factor	90016409		31,897.41	31,897.41
2021	519/500360	BRFSS Behavior Risk Factor	90016409		-	-
		Sub Total		83,093.00	66,332.41	149,425.41

05-95-90-900510-8667 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF PUBLIC HEALTH SVCS, BUREAU OF INFORMATICS, BRFSS

50% Federal Funds - 50% General Funds

CFDA # 93.778
FAIN 05NH5028

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
2017	519/500360	BRFSS Behavior Risk Factor	90016410	-	-	-
2018	519/500360	BRFSS Behavior Risk Factor	90016410	15,000.00	-	15,000.00
2019	519/500360	BRFSS Behavior Risk Factor	90016410	15,000.00		15,000.00
2020	519/500360	BRFSS Behavior Risk Factor	90016410		15,000.00	15,000.00
2021	519/500360	BRFSS Behavior Risk Factor	90016410		15,000.00	15,000.00
		Sub Total		30,000.00	30,000.00	60,000.00

05-95-90-900510-8667 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF PUBLIC HEALTH SVCS, BUREAU OF INFORMATICS, BRFSS

100% Federal Funds

CFDA # 93.959
FAIN B1NHSAPT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
2017	519/500360	BRFSS Behavior Risk Factor	90016411	15,000.00	-	15,000.00
2018	519/500360	BRFSS Behavior Risk Factor	90016411	15,000.00	-	15,000.00
2019	519/500360	BRFSS Behavior Risk Factor	90016411	15,000.00		15,000.00
2020	519/500360	BRFSS Behavior Risk Factor	90016411		15,000.00	15,000.00
2021	519/500360	BRFSS Behavior Risk Factor	90016411		15,000.00	15,000.00
		Sub Total		45,000.00	30,000.00	75,000.00

NH Behavioral Risk Factor Surveillance System Contract
SFY 2017 through SFY 2021 Financial Detail

05-95-90-900510-8667 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF PUBLIC HEALTH SVCS, BUREAU OF INFORMATICS, BRFSS

100% Federal Funds

CFDA # 93.757
FAIN 68DP004821

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
2017	519/500360	BRFSS Behavior Risk Factor	90016412	-	-	-
2018	519/500360	BRFSS Behavior Risk Factor	90016412	38,000.00	-	38,000.00
2019	519/500360	BRFSS Behavior Risk Factor	90016412	2,500.00	(2,500.00)	-
2020	519/500360	BRFSS Behavior Risk Factor	90016412		-	-
2021	519/500360	BRFSS Behavior Risk Factor	90016412		-	-
		Sub Total		40,500.00	(2,500.00)	38,000.00

05-95-90-900510-8667 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF PUBLIC HEALTH SVCS, BUREAU OF INFORMATICS, BRFSS

100% Federal Funds

CFDA # 93.505 [redacted]
FAIN MC19420 [redacted]

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
2017	519/500360	BRFSS Behavior Risk Factor	90016413	-	-	-
2018	519/500360	BRFSS Behavior Risk Factor	90083200	19,000.00	-	19,000.00
2019	519/500360	BRFSS Behavior Risk Factor	[redacted]	2,500.00	38,000.00	38,500.00
2020	519/500360	BRFSS Behavior Risk Factor	tbd		38,500.00	38,500.00
2021	519/500360	BRFSS Behavior Risk Factor	tbd			-
		Sub Total		21,500.00	74,500.00	96,000.00

05-95-90-900510-8667 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF PUBLIC HEALTH SVCS, BUREAU OF INFORMATICS, BRFSS

100% Federal Funds

CFDA # 93.070
FAIN U59EH000509

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
2017	519/500360	BRFSS Behavior Risk Factor	90016414	5,000.00	-	5,000.00
2018	519/500360	BRFSS Behavior Risk Factor	90016414	30,000.00	-	30,000.00
2019	519/500360	BRFSS Behavior Risk Factor	90016414	3,500.00	(3,500.00)	-
2020	519/500360	BRFSS Behavior Risk Factor	90016414		26,500.00	26,500.00
2021	519/500360	BRFSS Behavior Risk Factor	90016414	-		-
		Sub Total		38,500.00	23,000.00	61,500.00

05-95-90-900510-8667 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF PUBLIC HEALTH SVCS, BUREAU OF INFORMATICS, BRFSS

100% Other Funds

CFDA # N/A
FAIN N/A

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
2017	519/500360	BRFSS Behavior Risk Factor	90016406	8,000.00	-	8,000.00
2018	519/500360	BRFSS Behavior Risk Factor	90016406	8,000.00	-	8,000.00
2019	519/500360	BRFSS Behavior Risk Factor	90016406	8,000.00	(8,000.00)	-
2020	519/500360	BRFSS Behavior Risk Factor	90016406			-
2021	519/500360	BRFSS Behavior Risk Factor	90016406			-
		Sub Total		24,000.00	(8,000.00)	16,000.00

NH Behavioral Risk Factor Surveillance System Contract
SFY 2017 through SFY 2021 Financial Detail

05-95-90-900510-8667 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF PUBLIC HEALTH SVCS, BUREAU OF INFORMATICS, BRFSS

100% Federal Funds

CFDA # 93.426

FAIN NU58DP006516

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
2017	519/500360	BRFSS Behavior Risk Factor	90017417	-	-	-
2018	519/500360	BRFSS Behavior Risk Factor	90017417		-	-
2019	519/500360	BRFSS Behavior Risk Factor	90017417	-	31,500.00	31,500.00
2020	519/500360	BRFSS Behavior Risk Factor	90017417			-
2021	519/500360	BRFSS Behavior Risk Factor	90017417			-
		Sub Total		-	31,500.00	31,500.00

05-95-90-900510-8667 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF PUBLIC HEALTH SVCS, BUREAU OF INFORMATICS, BRFSS

100% Other Funds

CFDA # 93.070

FAIN NU88EH001142

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increased (Decreased) Amount	Revised Modified Budget
2017	519/500360	BRFSS Behavior Risk Factor	90082801	-	-	-
2018	519/500360	BRFSS Behavior Risk Factor	90082801	-	-	-
2019	519/500360	BRFSS Behavior Risk Factor	90082801	-	10,000.00	10,000.00
2020	519/500360	BRFSS Behavior Risk Factor	90082801	-		-
2021	519/500360	BRFSS Behavior Risk Factor	90082801	-		-
		Sub Total		-	10,000.00	10,000.00
		TOTAL		662,512.00	705,075.00	1,367,587.00

GOAL	662,512.00	705,076.00	1,367,587.00
	-	-	-
SFY 17	163,218.00	-	163,218.00
SFY 18	331,250.00	-	331,250.00
SFY 19	168,044.00	173,194.00	341,238.00
SFY 20	-	351,465.00	351,465.00
SFY 21	-	180,416.00	180,416.00
	662,512.00	705,075.00	1,367,587.00

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Behavioral Risk Factor Surveillance System

This 1st Amendment to the Behavioral Risk Factor Surveillance System contract (hereinafter referred to as "Amendment #1") dated this 10th day of October, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and ICF Macro, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 9300 Lee Highway, Fairfax, VA 22031.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016, (Item #22), 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 Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, Extensions, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to exercise a renewal option to the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,367,587.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Exhibit A, Scope of Services, Section 3, Scope of Services, Subsection 3.4, Paragraph 3.4.3, to read:

   3.4.3. Conduct adult and childhood asthma call-backs within two (2) weeks of completing the main survey when adult asthma cases are identified through the interviews.

6. Exhibit A, Scope of Services, Section 3, Scope of Services, Subsection 3.7, Asthma Callback to Surveys, to read:

   3.7. Asthma Callback Surveys (Adult and Childhood Asthma Callbacks)

3.7.1. Plan, organize, test and implement the Adult and Childhood Asthma Call-Back Survey for the State of New Hampshire under the direction of DHHS and according to specifications provided by the Centers for Disease Control and Prevention (CDC).

3.7.2. Call-backs shall be conducted by the Contractor by calling all adult respondents to the New Hampshire BRFSS who had agreed to participate in an in-depth follow-up asthma survey.

3.7.3. Ensure that written consent has been obtained prior to any sharing of protected health information.

3.7.4. Conduct interviews using the Adult and Childhood asthma questionnaire developed and provided by the CDC. http://www.cdc.gov/brfss/acbs/index.htm.

3.7.5. The Contractor shall perform the following activities:

3.7.5.1. Program and test a CATI version of the adult and childhood asthma survey.

3.7.5.2. Implement the necessary data processing programs and procedures.

3.7.5.3. Train interviewers to conduct the callback surveys.

3.7.5.4. Ensure that all training includes appropriate training to safeguard protected health information, and other confidential information as required by state and federal law.

3.7.5.5. Administer English-language surveys according to all standard BRFSS Asthma Call-backs survey protocols.

3.7.5.6. Process and submit un-weighted data to CDC on a monthly basis.

3.7.5.7. Provide technical and data analysis assistance as needed.

7. Delete Exhibit B-3, Cost Bid Budget and replace with Exhibit B-3, Cost Bid Budget Amendment #1.
8. Add Exhibit B-4, Cost Bid Budget Amendment #1.
9. Add Exhibit B-5, Cost Bid Budget Amendment #1.
10. Add Exhibit K, DHHS Information Security Requirements.

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/11/19
Date

Lisa Morris MSSW
Director

ICF Macro Inc.

1-8-2019
Date

Name: Ricky Pannell
Title: Senior Contracts Manager

Acknowledgement of Contractor's signature:

State of Maryland, County of Montgomery on January 8, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Marissa Nelligan
Name and Title of Notary or Justice of the Peace

MARISSA NELLIGAN
Notary Public-Maryland
Montgomery County
My Commission Expires
December 28, 2022

My Commission Expires: 12-28-2022

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

OFFICE OF THE ATTORNEY GENERAL

2/15/2019
Date

Name: Nancy J. Smith
Title: Senior Asst Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

ICF

New Hampshire Department of Health and Human Services

Bidder Name: ICF Macro, Inc.

Budget Request for: Behavioral Risk Factor Surveillance System
(Name of RFP)

Budget Period: SFY 19: July 1, 2018 - Jun 30, 2019

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$37,496		$37,496	
2. Employee Benefits	$14,178		$14,178	
3. Consultants				
4. Equipment:				
Rental				
Repair and Maintenance				
Purchase/Depreciation				
5. Supplies:				
Educational				
Lab				
Pharmacy				
Medical				
Office				
6. Travel				
7. Occupancy				
8. Current Expenses				
Telephone				
Postage	$9,141	$1,129	$10,270	G&A costs applied to Other Direct Costs
Subscriptions				
Audit and Legal				
Insurance				
Board Expenses				
9. Software				
10. Marketing/Communications				
11. Staff Education and Training				
12. Subcontracts/Agreements				
13. Other (specific details mandatory): CBOSS Costs (Programming, Telephone Data Collection, Letters, etc.)				
Landline Interviews - 350/mo x 6 mo = 2,100	$176,595		$176,595	
Cell phone Interviews - 150/mo x 6 mo = 900	$91,065		$91,065	
Asthma Callback Interviews - 42/mo x 6 mo = 250	$11,614		$11,614	
TOTAL	$340,110	$1,129	$341,238	

Indirect As A Percent of Direct 12.35% *Percentage of G&A applied to ODCs

INTERVIEWS	# OF INTERVIEWS	COST PER INTERVIEW	TOTAL INTERVIEW COST
Landline	2,100	$49.30	$103,536
Cell Phone	900	$68.02	$61,219
Adult Asthma Callback - estimate # of interviews	225	$33.76	$7,595
Child Asthma Callback - estimate # of interviews	25	$33.76	$844

For DHHS use only

Maximum Funds Available - (DHHS program to enter total funds available)
Reconciliation - (this line must be equal to or greater than $0)

Contractor Initials RP

Date 1-4-19

ICF

New Hampshire Department of Health and Human Services

Bidder Name: ICF Macro, Inc.

Budget Request for: Behavioral Risk Factor Surveillance System
(Name of RFP)

Budget Period: SFY 20: Jul 1, 2019 - Jun 30, 2020

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$40,110		$40,110	
2. Employee Benefits	$14,701		$14,701	
3. Consultants				
4. Equipment:				
Rental				
Repair and Maintenance				
Purchase/Depreciation				
5. Supplies:				
Educational				
Lab				
Pharmacy				
Medical				
Office				
6. Travel				
7. Occupancy				
8. Current Expenses				
Telephone				
Postage	$9,818	$1,344	$11,162	G&A costs applied to Other Direct Costs
Subscriptions				
Audit and Legal				
Insurance				
Board Expenses				
9. Software				
10. Marketing/Communications				
11. Staff Education and Training				
12. Subcontracts/Agreements				
13. Other (specific details mandatory): CBOSS Costs (Programming, Telephone Data Collection, Letters, etc.)				
Landline Interviews - 350/mo x 12 mo = 4,200	$179,677		$179,677	
Cell phone Interviews - 150/mo x 12 mo = 1,800	$93,855		$93,855	
Asthma Callback Interviews - 42/mo x 12 mo = 500	$11,960		$11,960	
TOTAL	$350,121	$1,344	$351,465	

Indirect As A Percent of Direct 13.69% *Percentage of G&A applied to ODCs

INTERVIEWS	# OF INTERVIEWS	COST PER INTERVIEW	TOTAL INTERVIEW COST
Landline	4,200	$50.03	$210,143
Cell Phone	1,800	$69.00	$124,205
Adult Asthma Callback - estimate # of interviews	450	$34.23	$15,405
Child Asthma Callback - estimate # of interviews	50	$34.23	$1,712

For DHHS use only

Maximum Funds Available - (DHHS program to enter total funds available)

Reconciliation - (this line must be equal to or greater than $0)

Contractor Initials RP

Date 1-8-19

ICF

New Hampshire Department of Health and Human Services

Bidder Name: ICF Macro, Inc.

Budget Request for: Behavioral Risk Factor Surveillance System
(Name of RFP)

Budget Period: SFY 21: Jul 1, 2020 - Dec 31, 2020

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Costs
1. Total Salary/Wages	$20,387		$20,387	
2. Employee Benefits	$7,472		$7,472	
3. Consultants				
4. Equipment:				
Rental				
Repair and Maintenance				
Purchase/Depreciation				
5. Supplies:				
Educational				
Lab				
Pharmacy				
Medical				
Office				
6. Travel				
7. Occupancy				
8. Current Expenses				
Telephone				
Postage	$4,909	$672	$5,581	G&A costs applied to Other Direct Costs
Subscriptions				
Audit and Legal				
Insurance				
Board Expenses				
9. Software				
10. Marketing/Communications				
11. Staff Education and Training				
12. Subcontracts/Agreements				
13. Other (specific details mandatory): CBOSS Costs (Programming, Telephone Data Collection, Letters, etc.)				
Landline Interviews - 350/mo x 6 mo = 2,100	$92,481		$92,481	
Cell phone Interviews - 150/mo x 6 mo = 900	$48,335		$48,335	
Asthma Callback Interviews - 42/mo x 6 mo = 250	$8,160		$8,160	
TOTAL	$179,744	$672	$180,416	

Indirect As A Percent of Direct 13.69%

*Percentage of G&A applied to OOCs

INTERVIEWS	# OF INTERVIEWS	COST PER INTERVIEW	TOTAL INTERVIEW COST
Landline	2,100	$51.40	$107,930
Cell Phone	900	$70.78	$63,706
Adult Asthma Callback - estimate # of interviews	225	$35.09	$7,895
Child Asthma Callback - estimate # of interviews	25	$35.09	$877

For DHHS use only

Maximum Funds Available - (DHHS program to enter total funds available)
Reconciliation - (this line must be equal to or greater than $0)

Contractor Initials RP

Date 1-8-19

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

22 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-9563 1-800-852-3345 Ext. 9563
Fax: 603-271-8431 TDD Access: 1-800-735-2964

Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

NH DIVISION OF Public Health Services

November 30, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an agreement with ICF Macro, Inc., Vendor # 175716-R001, 9300 Lee Highway, Fairfax, VA 22031, in an amount not to exceed $662,512, to plan, organize, test, and implement the annual Behavioral Risk Factor Surveillance System (BRFSS) survey questionnaire, to be effective January 1, 2017 or the date of Governor and Council approval, whichever is later, through December 31, 2018. Funds are 94.113% Federal, 2.264% General and 3.623% Other Funds (University of New Hampshire).

Funds are available in the following accounts for SFY 2017, and are anticipated to be available in SFY 2018 and SFY 2019, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from the Governor and Executive Council.

05-95-90-900510-8667 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF PUBLIC HEALTH SVCS, BUREAU OF INFORMATICS, BRFSS

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2017	519/500360	BRFSS Behavior Risk Factor	90016400	111,919.00
SFY 2017	519/500360	BRFSS Behavior Risk Factor	90016409	23,299.00
SFY 2017	519/500360	BRFSS Behavior Risk Factor	90016410	0
SFY 2017	519/500360	BRFSS Behavior Risk Factor	90016411	15,000.00
SFY 2017	519/500360	BRFSS Behavior Risk Factor	90016412	0
SFY 2017	519/500360	BRFSS Behavior Risk Factor	90016413	0
SFY 2017	519/500360	BRFSS Behavior Risk Factor	90016414	5,000.00
SFY 2017	519/500360	BRFSS Behavior Risk Factor	90016406	8,000.00
		Sub Total SFY 2017		$163,218.00
SFY 2018	519/500360	BRFSS Behavior Risk Factor	90016400	156,000.00
SFY 2018	519/500360	BRFSS Behavior Risk Factor	90016409	50,250.00
SFY 2018	519/500360	BRFSS Behavior Risk Factor	90016410	15,000.00
SFY 2018	519/500360	BRFSS Behavior Risk Factor	90016411	15,000.00
SFY 2018	519/500360	BRFSS Behavior Risk Factor	90016412	38,000.00
SFY 2018	519/500360	BRFSS Behavior Risk Factor	90016413	19,000.00
SFY 2018	519/500360	BRFSS Behavior Risk Factor	90016414	30,000.00
SFY 2018	519/500360	BRFSS Behavior Risk Factor	90016406	8,000.00
		Sub Total SFY 2018		$331,250.00

SFY 2019	519/500360	BRFSS Behavior Risk Factor	90016400	112,000.00
SFY 2019	519/500360	BRFSS Behavior Risk Factor	90016409	9,544.00
SFY 2019	519/500360	BRFSS Behavior Risk Factor	90016410	15,000.00
SFY 2019	519/500360	BRFSS Behavior Risk Factor	90016411	15,000.00
SFY 2019	519/500360	BRFSS Behavior Risk Factor	90016412	2,500.00
SFY 2019	519/500360	BRFSS Behavior Risk Factor	90016413	2,500.00
SFY 2019	519/500360	BRFSS Behavior Risk Factor	90016414	3,500.00
SFY 2019	519/500360	BRFSS Behavior Risk Factor	90016406	8,000.00
		Sub Total SFY 2019		$168,044.00
		TOTAL		**$662,512.00**

EXPLANATION

Funds in this agreement will be used to provide telephone survey data collection services as part of the annual Behavioral Risk Factor Surveillance Survey. The Behavioral Risk Factor Surveillance Survey is a statewide, random telephone survey of adults that has been conducted each year in New Hampshire for the past twenty years. The survey period begins in January of each year and continues for the next twelve consecutive calendar months without interruption. This survey is administered in all fifty states and is in large part funded by the Centers for Disease Control.

The objective of the Behavioral Risk Factor Surveillance Survey is to measure the prevalence of specific health risk behaviors among New Hampshire citizens as well as to understand their knowledge of both the health risks and health benefits that can be influenced by individual behavior. The telephone survey provides information about health related behaviors at the state and county levels as well as for the Cities of Manchester and Nashua. Information is also collected about the prevalence of health conditions such as asthma, diabetes and cardiovascular disease. No personally identifiable information is collected, and the individuals contacted choose to participate, or to not participate, in the survey.

The information from the survey is used by the Department of Health and Human Services to plan, implement and evaluate health programs and to identify high-risk segments of the population for focused education, outreach and other types of health promotion and disease prevention activities. This information is also used to inform policy makers and the public to assist with setting health program priorities. The Behavioral Risk Factor Surveillance Survey is the only comprehensive source of data for measuring general health status, behavior, prevention and screening in the adult population in New Hampshire.

In addition to administering the Behavioral Risk Factor Surveillance Survey, ICF Macro, Inc. will conduct a special project for a callback to Behavioral Risk Factor Surveillance Survey respondents who self-identify as asthmatics. The interview period for this asthma callback survey begins in January and continues through the following February.

Should the Governor and Council not authorize this request, information on the prevalence of health risk behaviors among New Hampshire residents will not be available. Furthermore, the Department of Health and Human Services would not be able to measure long-term changes in the health of the public, and thus would be unable to evaluate the performance of its health improvement programs. In extreme situations, the suspension of the Behavioral Risk Factor Surveillance Survey could impede the State's ability to expeditiously gather information to respond to emerging disease outbreaks or natural disasters.

The Department received two (2) proposals. The proposals were reviewed and scored by a team of three (3) individuals with program specific knowledge. Their decision followed a thorough discussion of the strengths and weaknesses of the proposal. The final decision was made through consensus scoring. The Bid Summary is attached.

As referenced in the Request for Proposals and in the contract Exhibit C-1, this agreement has the option to renew for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The following performance measures will be used to measure the effectiveness of the Agreement:

- Conduct 500 Behavioral Risk Factor Surveillance System interviews monthly (Land-lines & cellphones) of randomly selected eligible New Hampshire adults aged 18 and over.
- Partial completed interviews should not exceed 3.0% of the monthly total surveys completed.
- Maintain a monthly survey response rate of 45.0%.
- Upload a monthly random sample of 10 audio interviews on the ICF web portal to be reviewed by DHHS.

Area served: Statewide.

Source of Funds: 94.113% Federal Funds from the US Department of Health and Human Services, Centers for Disease Control and Prevention, Centers for Medicaid Services, Substance Abuse Block Grant, Substance Abuse and Mental Health Services Administration, and Health Resources and Services Administration, 2.264% General Funds and 3.623% Other Funds from the University of New Hampshire.

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

Respectfully submitted,

Lisa Morris, MSSW
Director, Division of Public Health Services

Katja S. Fox
Director, Division for Behavioral Health

Approved by:

Jeffrey A. Meyers
Commissioner

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

Behavioral Risk Factor Surveillance System (BRFSS)
RFP Name

RFP-2017-DPHS-02-BRFSS
RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. ICF International	93%	720	672.92
2. Issues & Answers GMR	86%	720	620.62
3. 0		720	0
4. 0		720	0

Reviewer Names

1. Kim Lim, Program Planner DPHS - Tech
2. Brook Dupee, Administrator DPHS - Tech
3. Josephine Porter, Unv of NH - Tech
4.
5.
6.

FORM NUMBER P-37 (version 5/8/15)

Subject: Behavioral Risk Factor Surveillance System - RFP-2017-DPHS-02-BRFSS-01

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name ICF Macro, Inc.		1.4 Contractor Address 9300 Lee Highway Fairfax, VA 22031	
1.5 Contractor Phone Number 301-572-0530	1.6 Account Number 05-95-90-900510-8667-519-500360	1.7 Completion Date 12/31/18	1.8 Price Limitation $662,512
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Jane M Ketchum		1.12 Name and Title of Contractor Signatory Jane M. Ketchum, Senior Manager, Contracts	

1.13 Acknowledgement: State of VIRGINIA, County of FAIRFAX

On 11/15/2016, 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] Gabrielle Suzanne France

Gabrielle Suzanne France
Commonwealth of Virginia
Notary Public
Commission No. 7182150
My Commission Expires 5/31/2020

1.13.2 Name and Title of Notary or Justice of the Peace

GABRIELLE SUZANNE FRANCE

1.14 State Agency Signature Marcella Bodiroday Date: 11/22/16	1.15 Name and Title of State Agency Signatory Marcella Bodiroday, Acting 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) *(if applicable)*

By: Megan A. Lenz - Attorney On: 11/29/16

1.18 Approval by the Governor and Executive Council *(if applicable)*

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials JMK
Date 11/15/16

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form 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.

Contractor Initials GMK
Date 11/15/16

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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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.

Contractor Initials
Date 11/15/16

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Covered Populations and Services

2.1. The Contractor shall, in cooperation with DHHS, and in accordance with US Centers for Disease Prevention and Control (CDC), BRFSS specifications, http://www.cdc.gov/brfss/ conduct telephone interviews of non-institutionalized New Hampshire residents aged 18 and older using a DHHS approved BRFSS questionnaire to improve the health and well-being of New Hampshire residents and reduce health care costs. The area served is statewide.

3. Scope of Services

The Contractor shall:

3.1. Survey Methodology

3.1.1. Utilize the most current version of the CDC Data Collector's Guide to conduct all BRFSS survey related activities.

3.1.2. Use the CDC approved sampling plan provided by DHHS.

3.1.3. Process and deliver data to the CDC in SAS format.

3.1.4. Modify data collection methods as required by CDC and DHHS to potentially include mailed questionnaires or internet submissions.

3.2. Advance Notification Letters to Selected Respondents

3.2.1. Prepare monthly Advance Notification Letters to selected respondents using addresses provided by the CDC to advise them they will be contacted to participate in the BRFSS survey.

3.2.2. Print letters on NH DHHS letterhead, using text approved by the DHHS, label, and apply postage and mail to selected respondents three (3) weeks prior to being called for the BRFSS interview.

3.2.3. Take necessary measures to keep addresses associated with the NH BRFSS sampling confidential and protect the identity of potential BRFSS respondents.

3.3. Questionnaire Development

3.3.1. Utilize the CDC approved sampling plan.

3.3.2. Assemble the annual questionnaire consisting of the core, selected optional modules and NH state added questions.

3.3.3. Develop a process to accommodate annual changes and inclusion of state-added questions.

3.3.4. Assist the DHHS in assembling the three sections of the questionnaire to arrive at a final instrument.

3.3.5. Program and test all questions and response categories in an automated Computer Assisted Telephone Interview (CATI) system.

3.3.6. Pilot test the CATI system.

3.3.7. Provide the DHHS access to an electronic test version of the programmed CATI questionnaire for review a month (December 1st) before the start of the annual survey (January 2nd) for each contract year.

3.3.8. Be prepared to make changes to the questionnaire and CATI programming on short notice in the event of a public health emergency or other critical public health surveillance need.

3.4. Data Collection

3.4.1. Develop a data collection process that satisfies CDC requirements related to sampling, interviewing protocols, monitoring, data cleaning/editing, data delivery, reporting, and quality assurance.

3.4.2. Using telephone numbers provided by CDC, complete no fewer than 500 interviews per month (or other schedule if required by CDC), to 70% landline numbers and 30% cell phone numbers, across the 12 geographically defined strata (10 counties in New Hampshire and the cities of Manchester and Nashua), for a total of no fewer than 6,000 interviews during the 12-month period January 1 through December 31.

3.4.3. Conduct adult asthma call-backs within two (2) weeks of completing the main survey when adult asthma cases are identified through the interviews.

3.4.3.1. In order to increase response rates for asthma call back interviews, offer respondents who are eligible for the asthma call back survey, the option to either continue immediately to complete the asthma survey following the main survey, or receive a call-back within two weeks of completing the main interview

3.4.4. Monitor and evaluate a minimum of 10% of randomly selected interviews (50 per month) for quality assurance.

3.5. Interviewing Protocols

3.5.1. Conduct the NH BRFSS telephone interviews in accordance with the scheduling guidelines and protocol provided by CDC, randomly selecting an adult respondent from each household.

3.5.2. Develop and initiate quality assurance (QA) procedures to be monitored by QA specialists. Shift supervisors shall be present or be available at all times during all interviewing hours.

3.5.3. Collect data following CDC/BRFSS interviewing schedule; all calls for a given survey month should be completed in the same sample month if possible. In some cases samples begun in one month may be completed in the first 7-10 days of the next month.

3.5.4. Conduct 20% of landline calling attempts on weekdays (before 5:00 PM EST).

3.5.5. Conduct 80% of landline calling attempts on weeknights (after 5:00 PM EST) and weekends

3.5.6. Conduct cell phone calling attempts during all three calling occasions (weekday, weeknight, and weekend), with approximately 30% on weekend calling occasions.

3.5.7. Change schedules to accommodate holidays and special events.

3.5.8. Make weeknight calls after 5:00 PM EST.

3.5.9. Adhere to respondents' requests for specific callback/appointment times whenever possible.

3.5.10. Develop and maintain procedures to ensure respondents' confidentiality, and document and assess the quality of the interviewing process, supervise and monitor the interviewers.

3.5.11. Each telephone number in the CDC-provided sample must be assigned a final disposition code to describe the result of calling that number.

3.5.12. Employ technology that would enable the DHHS to unobtrusively monitor actual interviews in progress from its office in Concord, New Hampshire without prior notification to the contractor.

3.6. Data Processing/Data Submission

3.6.1. Process and deliver data to the CDC in SAS format by the 20th day of each month following data collection.

3.6.2. Develop a web portal and provide DHHS staff with access to monitor monthly progress.

3.6.3. Use the CDC provided data layout file for monthly data submission.

3.6.4. Use the BRFSS OneEdits software to run edit fix programs prior to submitting data.

3.6.5. Data file submitted must contain information about all telephone numbers called, including complete and incomplete interviews. Use CDC provided computer software for detecting and correcting errors. Data must be provided to CDC according to coding instructions (to be supplied) in SAS format and submitted electronically via a secure web portal.

3.6.6. Develop and maintain procedures to ensure the confidentiality of BRFSS respondents. Maintain confidentiality of all data, and maintain nightly backup discs for all data collected and archive offsite as appropriate.

3.6.7. Implement procedures for assuring and documenting the quality of the interviewing process and the data management steps taken. Provide supervision and monitoring of interviewers. Monitoring is to be conducted through the use of unobtrusive, electronic two-way audio and video means.

3.6.8. Randomly select 10.0% of completed interviews each month and validate the following data points: (1) respondent selection, (2) selected demographic characteristics, (3) selected behaviors, and (4) interviewer interaction with respondents. On request, provide to DHHS the actual sample of telephone numbers for crosschecking and validation. If providing ongoing, unobtrusive electronic monitoring, validation may not be required.

3.6.9. In the event that a systematic, recurring error is discovered in the sampling or interviewing operations, immediately notify DHHS of this error, correct the error at no cost to DHHS, and provide an error report to DHHS of both the occurrence and the correction of the errors. If necessary, submit a corrected, updated data file to DHHS.

3.6.10. If DHHS finds problems in reviewing datasets, correct these to the satisfaction of DHHS within four weeks of notification, at no cost to DHHS. DHHS may then require the Contractor to implement additional data consistency checks, as necessary.

3.7. Asthma Callback Surveys

3.7.1. Plan, organize, test and implement the Adult Asthma Call-Back Survey for the State of New Hampshire under the direction of DHHS and according to specifications provided by the Centers for Disease Control and Prevention (CDC).

3.7.2. Call-backs shall be conducted by the Contractor by calling all adult respondents to the New Hampshire BRFSS who had reported a lifetime prevalence of asthma and had agreed to participate in an in-depth follow-up asthma survey.

3.7.3. Conduct interviews using the adult asthma questionnaire developed and provided by the CDC. http://www.cdc.gov/brfss/acbs/index.htm.

3.7.4. The Contractor shall perform the following activities:

1. Program and test a CATI version of the adult asthma survey.
2. Implement the necessary data processing programs and procedures.
3. Train interviewers to conduct the callback surveys.
4. Administer English-language surveys according to all standard BRFSS Asthma Call-backs survey protocols.
5. Process and submit un-weighted data to CDC on a monthly basis.
6. Provide technical and data analysis assistance as needed.

4. Staffing

4.1. Guarantee that all personnel providing the services are qualified to perform their assigned tasks and possess the appropriate training required by CDC.

4.2. Describe the requirements and procedures for training interviewers, including criteria for assigning interviewers to the BRFSS project, plans for training new interviewers, plans for annual briefing on the new questionnaire and periodic refresher or updates.

4.3. Identify the roles of each staff member, identifying each staff member by name or by title if the position is vacant. Provide as attachments, current resumes for all program staff and job descriptions for vacant positions.

4.4. Provide proposed staffing plan and organization chart. Include resumes and qualifications of filled positions, and job descriptions and qualifications needed for vacant positions. Identify the roles and responsibilities of each staff member by name or title, if position is vacant.

5. Delegation and Subcontractors

5.1. DHHS recognizes that Bidders may choose to use subcontractors with specific expertise to perform certain services or functions for efficiency or convenience. However, the Contractor shall retain the responsibility and accountability for all functions of this contract, per Exhibit C, #19 Subcontractors.

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

5.2.1. Evaluate the prospective subcontractor's ability to perform the activities before delegating the function.

5.2.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate.

5.2.3. Monitor and report to the DHHS, the subcontractor's performance on an ongoing basis.

5.2.4. Submit Bidder's proposed plans for subcontracting any of the required services, include proposed subcontracting agreements. Signed letters of commitment from subcontractors are required.

5.2.5. Submit proposed subcontracting plans and signed letters of commitment.

6. Reporting

6.1. The Contractor shall post/submit a monthly progress report by email or via a web site to Department indicating:

1. The number of completed interviews by strata, by month, and year-to-date.
2. Final CDC Disposition Codes for all sample records, both complete and incomplete.
3. The monthly and year-to-date response rates (Council of American Survey Research Organizations, Cooperation and Refusal).

4. Average interview duration.
5. An annual evaluation report of survey quality.

6.2. Technical assistance to DHHS regarding survey methods and resultant findings as requested by DHHS.

6.3. The Contractor's project director shall meet annually with representatives from DHHS and CDC for project site visits, including project monitoring.

6.4. The Contractor's project director or representative shall attend one national conference sponsored by CDC for BRFSS, as specified by CDC and DHHS.

6.5. The Contractor's project director or representative shall assist in preparation of technical descriptions for annual funding proposals for New Hampshire's CDC Cooperative Agreement if needed.

6.6. The Contractor shall communicate with, and provide written reports monthly throughout the year to DHHS staff on the status of the project, or more frequently as needed.

6.7. The project manager for the Contractor shall communicate important issues to DHHS as they arise and seek input, clarification or approvals from DHHS staff.

7. Workplan

7.1. By October 31 of each contract year, create and submit a draft of the successive year NH BRFSS questionnaire (Core, Optional and State Added modules), for DHHS review.

7.2. Provide the time of completion by modules (Core/Optional/State Added).

7.3. Provide DHHS a test version of the CATI by December 1st of each contract year for testing.

8. Performance Measures/Deliverables

8.1. The Contractor shall ensure that following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:

8.1.1. Conduct 500 BRFSS interviews (Land-lines & cellphones) of randomly selected eligible New Hampshire adults aged 18 and over.

8.1.2. Partial completed interviews should not exceed 3.0% of the monthly total surveys completed.

8.1.3. Maintain a monthly CASRO rate of 45.0%

8.1.4. Upload a monthly random sample of 10 audio interviews on to the ICF web portal to be reviewed by DHHS.

8.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

Exhibit B

Method and Conditions Precedent to Payment

1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

1.1. This contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) numbers:

- 94.113% Federal Funds from the:

  1. US Department of Health and Human Services, Centers for Disease Control and Prevention, NH Statewide Surveillance: Adult Behavioral Risk Factor Survey Grant, CFDA #93.336, Federal Award Identification Number (FAIN), NU58DP006030.

  2. US Department of Health and Human Services, Centers for Disease Control and Prevention, Preventive Health Services Grant, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037.

  3. US Department of Health and Human Services, Center for Medicaid Services, Medicaid Grant, CFDA #93.778, Federal Award Identification Number (FAIN), 05NH5028.

  4. US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Partnership for Success 2015 Grant, CFDA #93.243, Federal Award Identification Number (FAIN) SP020796.

  5. US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.757, Federal Award Identification Number (FAIN), 58DP004821.

  6. US Department of Health and Human Services, Health Resources and Services Administration, Home Visiting Grant CFDA #93.505, Federal Award Identification Number (FAIN), MC19420.

  7. US Department of Health and Human Services, Centers for Disease Control and Prevention, Asthma Prevention and Control Grant, CFDA #93.070, Federal Award Identification Number (FAIN), U59EH000509.

- 2.264% General Funds.

- 3.623% Other Funds from the University of New Hampshire, Adult Behavioral Risk Factor Survey.

1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

Exhibit B

2) Payment for said services shall be made monthly as follows:

   2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.

   2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.

   2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

   2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

   2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

   Department of Health and Human Services
   Division of Public Health Services
   29 Hazen Drive
   Concord, NH 03301
   Email address: DPHScontractbilling@dhhs.nh.gov

3) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Cost Bid Budget

New Hampshire Department of Health and Human Services

Bidder Name: ICF Macro, Inc.

Budget Request for: Behavioral Risk Factor Surveillance System
(Name of RFP)

Budget Period: SFY-2017 (1/1/17 or date of G&C Approval - 6/30/17)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$17,194.50	$0.00	$ 17,194.50	
2. Employee Benefits	$6,723.48	$0.00	$ 6,723.48	
3. Consultants	$0.00	$0.00	$ -	
4. Equipment:	$0.00	$0.00	$ -	
Rental	$0.00	$0.00	$ -	
Repair and Maintenance	$0.00	$0.00	$ -	
Purchase/Depreciation	$0.00	$0.00	$ -	
5. Supplies:	$0.00	$0.00	$ -	
Educational	$0.00	$0.00	$ -	
Lab	$0.00	$0.00	$ -	
Pharmacy	$0.00	$0.00	$ -	
Medical	$0.00	$0.00	$ -	
Office	$0.00	$0.00	$ -	
6. Travel	$0.00	$0.00	$ -	
7. Occupancy	$0.00	$0.00	$ -	
8. Current Expenses	$0.00	$0.00	$ -	
Telephone	$0.00	$0.00	$ -	
Postage	$4,232.00	$456.63	$ 4,688.63	G&A costs applied to Other Direct Costs
Subscriptions	$0.00	$0.00	$ -	
Audit and Legal	$0.00	$0.00	$ -	
Insurance	$0.00	$0.00	$ -	
Board Expenses	$0.00	$0.00	$ -	
9. Software	$0.00	$0.00	$ -	
10. Marketing/Communications	$0.00	$0.00	$ -	
11. Staff Education and Training	$0.00	$0.00	$ -	
12. Subcontracts/Agreements	$0.00	$0.00	$ -	
13. Other (specific details mandatory): CBOSS Costs (Programming, Telephone Data Collection, Letters, etc.)	$0.00	$0.00	$ -	*Percentage of G&A applied to ODCs
Landline Interviews - 350/mo x 6 mo = 2,100	$85,512.00	$0.00	$ 85,512.00	
Cell phone Interviews - 150/mo x 6 mo = 900	$43,544.00	$0.00	$ 43,544.00	
Asthma Callback Interviews - 42/mo x 6 mo = 250	$5,555.00	$0.00	$ 5,555.00	
TOTAL	$ 162,761	$ 487	$ 163,218	
Indirect As A Percent of Direct		0.3%		

INTERVIEWS	# OF INTERVIEWS	COST PER INTERVIEW	TOTAL INTERVIEW COST
Landline	2,100	$46.37	$97,376.03
Cell Phone	900	$64.33	$57,894.79
Asthma Callback - estimate # of interviews	250	$31.79	$7,948.80

Contractor Initials: JMC

Date: 1/15/16

Exhibit B-2 Cost Bid Budget

New Hampshire Department of Health and Human Services

Bidder Name: ICF Macro, Inc.

Budget Request for: Behavioral Risk Factor Surveillance System
(Name of RFP)

Budget Period: SFY 2018 (7/1/17 through 6/30/18)

Line Items	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$34,950.09	$0.00	$ 34,950.09	
2. Employee Benefits	$13,666.38	$0.00	$ 13,666.38	
3. Consultants	$0.00	$0.00	$ -	
4. Equipment:	$0.00	$0.00	$ -	
Rental	$0.00	$0.00	$ -	
Repair and Maintenance	$0.00	$0.00	$ -	
Purchase/Depreciation	$0.00	$0.00	$ -	
5. Supplies:	$0.00	$0.00	$ -	
Educational	$0.00	$0.00	$ -	
Lab	$0.00	$0.00	$ -	
Pharmacy	$0.00	$0.00	$ -	
Medical	$0.00	$0.00	$ -	
Office	$0.00	$0.00	$ -	
6. Travel	$0.00	$0.00	$ -	
7. Occupancy	$0.00	$0.00	$ -	
8. Current Expenses	$0.00	$0.00	$ -	
Telephone	$0.00	$0.00	$ -	
Postage	$8,464.00	$913.27	$ 9,377.27	G&A costs applied to Other Direct Costs
Subscriptions	$0.00	$0.00	$ -	
Audit and Legal	$0.00	$0.00	$ -	
Insurance	$0.00	$0.00	$ -	
Board Expenses	$0.00	$0.00	$ -	
9. Software	$0.00	$0.00	$ -	
10. Marketing/Communications	$0.00	$0.00	$ -	
11. Staff Education and Training	$0.00	$0.00	$ -	
12. Subcontracts/Agreements	$0.00	$0.00	$ -	
13. Other (specific details mandatory): CBOSS Costs (Programming, Telephone Data Collection, Letters, etc.)	$0.00	$0.00	$ -	*Percentage of G&A applied to ODCs
Landline Interviews - 350/mo x 6 mo = 4,200	$173,585.68	$0.00	$ 173,585.68	
Cell phone Interviews - 150/mo x 6 mo = 1,800	$88,394.32	$0.00	$ 88,394.32	
Asthma Callback Interviews - 42/mo x 6 mo = 500	$11,276.85	$0.00	$ 11,276.85	
TOTAL	$330,337	$913	$331,250	
Indirect As A Percent of Direct		0.3%		

INTERVIEWS	# OF INTERVIEWS	COST PER INTERVIEW	TOTAL INTERVIEW COST
Landline	4,200	$47.04	$197,547.68
Cell Phone	1,800	$65.31	$117,564.19
Asthma Callback - estimate # of interviews	500	$32.28	$16,138.30

Contractor Initials: JMK
Date: 11/15/16

Exhibit B-3 Cost Bid Budget

New Hampshire Department of Health and Human Services

Bidder Name: ICF Macro, Inc.

Budget Request for: Behavioral Risk Factor Surveillance System
(Name of RFP)

Budget Period: SFY 2019 (7/1/18 through 12/31/18)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$17,763.69	$0.00	$ 17,763.69	
2. Employee Benefits	$6,946.13	$0.00	$ 6,946.13	
3. Consultants	$0.00	$0.00	$ -	
4. Equipment:	$0.00	$0.00	$ -	
Rental	$0.00	$0.00	$ -	
Repair and Maintenance	$0.00	$0.00	$ -	
Purchase/Depreciation	$0.00	$0.00	$ -	
5. Supplies:	$0.00	$0.00	$ -	
Educational	$0.00	$0.00	$ -	
Lab	$0.00	$0.00	$ -	
Pharmacy	$0.00	$0.00	$ -	
Medical	$0.00	$0.00	$ -	
Office	$0.00	$0.00	$ -	
6. Travel	$0.00	$0.00	$ -	
7. Occupancy	$0.00	$0.00	$ -	
8. Current Expenses	$0.00	$0.00	$ -	
Telephone	$0.00	$0.00	$ -	
Postage	$4,232.00	$456.63	$ 4,688.63	G&A costs applied to Other Direct Costs
Subscriptions	$0.00	$0.00	$ -	
Audit and Legal	$0.00	$0.00	$ -	
Insurance	$0.00	$0.00	$ -	
Board Expenses	$0.00	$0.00	$ -	
9. Software	$0.00	$0.00	$ -	
10. Marketing/Communications	$0.00	$0.00	$ -	
11. Staff Education and Training	$0.00	$0.00	$ -	
12. Subcontracts/Agreements	$0.00	$0.00	$ -	
13. Other (specific details mandatory): CBOSS Costs (Programming, Telephone Data Collection, Letters, etc.)	$0.00	$0.00	$ -	*Percentage of G&A applied to OOCs
Landline Interviews - 350/mo x 6 mo = 2,100	$88,073.68	$0.00	$ 88,073.68	
Cell phone Interviews - 150/mo x 6 mo = 900	$44,850.32	$0.00	$ 44,850.32	
Asthma Callback Interviews - 42/mo x 6 mo = 250	$5,721.65	$0.00	$ 5,721.65	
TOTAL	$ 167,588	$ 457	$ 168,044	
Indirect As A Percent of Direct		0.3%		

INTERVIEWS	# OF INTERVIEWS	COST PER INTERVIEW	TOTAL INTERVIEW COST
Landline	2,100	$47.70	$100,175.32
Cell Phone	900	$66.31	$59,676.33
Asthma Callback - estimate # of interviews	250	$32.77	$8,192.65

Contractor Initials: JMK

Date: 11/15/16

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

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

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

   This agreement has the option for a potential extension of up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: ICF Macro, Inc.

11-15-2016
Date

Jane M. Ketchum
Name: Jane M. Ketchum
Title: Senior Manager, Contracts

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: ICF Macro, Inc.

11-15-2016
Date

Jane M. Ketchum
Name: Jane M. Ketchum
Title: Senior Manager, Contracts

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name: ICF Macro, Inc.

11-15-2016
Date

Name: Jane M. Ketchum
Title: Senior Manager, Contracts

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name: ICF Macro, Inc.

11-15-2016
Date

Name: Jane M. Ketchum
Title: Senior Manager, Contracts

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: ICF Macro, Inc.

11-15-2016
Date

Name: Jane M. Ketchum
Title: Senior Manager, Contracts

HEALTH INSURANCE PORTABLITY 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 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.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

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, TitleXIII, 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 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 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 160.103, 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 164.103.

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, unreadable, 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) **Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall 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 HIPAA Privacy, Security, and Breach Notification Rules 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. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. 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.

e. 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 (l). 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 Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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 Paragraph 10 of the standard terms and conditions (P-37) 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, 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.

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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	ICF Macro, Inc.
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Marcella Bobiesky	Jane Ketchum
Name of Authorized Representative	Name of Authorized Representative
Acting Director	Senior Manager, CONTRACTS
Title of Authorized Representative	Title of Authorized Representative
11/22/16	11-15-2016
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: ICF Macro, Inc.

11-15-2016
Date

Name: Jane M. Ketchum
Title: Senior Manager, Contracts

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: 06-6783-721

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 ___X___ 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 ___X___ 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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

August 10, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to **Retroactively** amend an existing **Sole Source** contract with Biotage, LLC, (Vendor #210654), Charlotte, NC for continued service and repair of the Extrahera automated laboratory system, by exercising a renewal option by increasing the price limitation by $29,944 from $33,273 to $63,217 and by extending the completion date from August 8, 2020 to August 8, 2023 effective retroactive to August 8, 2020, upon Governor and Council approval. 68% Federal Funds. 32% General Funds.

The original contract was approved by Governor and Council on June 21, 2017, item #51B.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902510-75450000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PUBLIC HEALTH EMERGENCY PREPAREDNESS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	102-500731	Contracts for Program Services	90077410	$9,810	$0	$9,810
2019	102-500731	Contracts for Program Services	90077410	$11,445	$0	$11,445
2020	102-500731	Contracts for Program Services	90077410	$12,018	$0	$12,018
2021	102-500731	Contracts for Program Services	90077410	$0	$6,990	$6,990

2022	102-500731	Contracts for Program Services	90077410	$0	$11,308	$11,308
2023	102-500731	Contracts for Program Services	90077410	$0	$11,646	$11,646
			Total	**$33,273**	**$29,944**	**$63,217**

EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed amendment documents in time for Governor and Executive Council approval to prevent the current contract from expiring. This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. Additionally, Biotage is the sole supplier of manufacturer-authorized service parts for the Extrahera product line and is the sole supplier of manufacturer-authorized and factory-trained service personnel.

The purpose of this request is to continue providing services and necessary repairs to the two Extrahera Systems, laboratory instrumentation used for the automated solid phase extraction of urine and serum samples. It is imperative that this equipment and associated software be maintained and operational in order to respond to chemical emergencies.

The systems support three Laboratory Response Network-Chemical core methods, as part of the Public Health Emergency Preparedness Program.

To provide service for this equipment, the following vital criteria will continue to be met:

- Form-fit-function, tested replacement parts;
- Extrahera manufacturer software and electronic firmware updates and checks; and
- Access to key research and development technical expertise.

The equipment increases the capability of the chemical threat response laboratory to rapidly process the large number of samples in the case of a large scale event(s) involving exposure to chemical terrorism agents such as highly toxic nerve agents, detecting the level of exposure in a timely manner as a result. The timeliness of detecting and reporting results of chemical terrorism events is critical for preventing serious health consequences, including death, in the general public. This shortened time frame also helps health care personnel to make proper treatment recommendations for the exposed individuals.

Chemical threat emergency situations require results to be reported within twenty-four (24) to forty-eight (48) hours. Therefore, it is essential that instruments are properly functioning and well maintained at all times. The equipment increases productivity and improves safety in the workplace. After the initial sample set-up, the equipment is automated and requires minimal hands-on operations.

Reliable data produced from the use of this equipment helps identify individuals who have been exposed to chemical agents and helps emergency responders and health care providers make informed decisions such as prevention of further exposure and treatment of the individuals who are actually exposed.

To measure the effectiveness of the agreement, the laboratory will continue monitoring the response time and effectiveness of services completed on equipment by the Contractor to ensure that these align with the emergency response equipment maintenance requirements.

As referenced in Exhibit C-1, Revisions to General Provisions, Paragraph 8, of the original contract, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for three (3) of the three (3) years available.

Should the Governor and Council not authorize this request the Laboratory Response Network-Chemical Laboratory, in the absence of properly working equipment, may have reduced capacity to respond to chemical threat events in a timely manner. This may result in a decreased response time to threats involving warfare agents like nerve agents or highly toxic compounds including Abrin/Ricin and may affect the State's ability to protect the citizens of the State of New Hampshire.

Area served: Statewide

Source of Funds: CFDA #93.069, FAIN #NU90TP922018.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Service and Repair Agreement for Extrahera Contract

This 1st Amendment to the Service and Repair Agreement for Extrahera System contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Biotage, LLC, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 10430 Harris Oaks Blvd, Ste. C, Charlotte, NC, 28269.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #51B) the Contractor agreed to perform certain services based upon the terms and conditions specified in the and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Special Provisions, Paragraph 8, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   August 8, 2023.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $63,217.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Exhibit B, Methods and Conditions Precedent to Payment, Section 4, to read:

   4.1 Payment for services shall be paid in six (6) annual payments according to the "Fee for Repair and Service Timeline" below:

Fee for Repair and Service Timetable

Description	SFY 2018	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023	TOTAL
Months	**1-12**	**13-24**	**25-36**	**37-48**	**49-60**	**61-72**	
Biotage Extrahera and Components	$9,810	$11,445	$12,018	$6,990	$11,308	$11,646	**$63,217**
TOTALS	**$9,810**	**$11,445**	**$12,018**	**$6,990**	**$11,308**	**$11,646**	**$63,217**

6. Add Exhibit K, DHHS Information Security Requirements.

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

9/9/2020
Date

Name: Lori Shibinette
Title: Commissioner

Biotage, LLC

9/3/2020
Date

Name: Eberhard Rau
Title: CFO

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

OFFICE OF THE ATTORNEY GENERAL

09/21/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

New Hampshire Department of Health and HumanServices

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

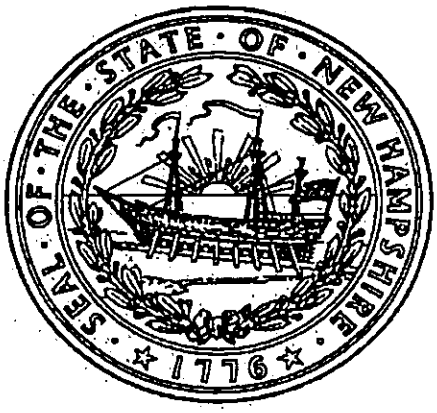
DHHSInformationSecurityOffice@dhhs.nh.gov

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 BIOTAGE, LLC is a North Carolina Limited Liability Company registered to transact business in New Hampshire on May 17, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **770618**
Certificate Number: **0005003114**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of September A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Scott Carr, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Biotage LLC.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 1, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Eberhard Rau, CFO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Biotage LLC to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: September 18, 2020

Signature of Elected Officer
Name: Scott Carr
Title: President

Client#: 43854 BIOTLLC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/11/2020

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Edgewood Partners Ins. Center
2405 Satellite Blvd., Ste. 200
Duluth, GA 30096
770 232-0202

CONTACT NAME: Mandy Russell
PHONE (A/C, No, Ext): 678-475-3868 FAX (A/C, No):
E-MAIL ADDRESS: mandy.russell@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Commerce & Industry Ins. Co.	19410
INSURER B : The Ins. Co. of State of Pennsylvania	19429
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Biotage, LLC
10430 Harris Oaks Blvd Ste C
Charlotte, NC 28269

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	X COMMERCIAL GENERAL LIABILITY			GL6631734	11/01/2019	11/01/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			CA2820319	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X $2500D Comp / X $2500D Coll							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC055816346	11/01/2019	11/01/2020	X PER STATUTE / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		WC055816347 (CA WC)	11/01/2019	11/01/2020	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
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

M Kerry Shirley

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51B mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

NH DIVISION OF Public Health Services
improving health, preventing disease, reducing costs for all

Jeffrey A. Meyers
Commissioner

Lisa Morris, MSSW
Director

June 2, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** agreement with Biotage, LLC, (Vendor 210654), 10430 Harris Oaks Blvd., Suite C, Charlotte, NC 28269, in an amount not to exceed $33,273 for service and repair of the Extrahera automated laboratory system effective August 9, 2017 or upon Governor and Council approval, whichever is later, through August 8, 2020. 70% Federal Funds, 30% General Funds.

Funds are anticipated to be available in State Fiscal Year 2018, State Fiscal Year 2019 and State Fiscal Year 2020 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-90-902510-75450000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, CENTERS FOR DISEASE AND CONTROL (CDC), PUBLIC HEALTH EMERGENCY PREPAREDNESS

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90077410	$9,810
2019	102-500731	Contracts for Program Services	90077410	$11,445
2020	102-500731	Contracts for Program Services	90077410	$12,018
			Total:	**$33,273**

EXPLANATION

This request is **sole source** because Biotage is the sole supplier of manufacturer-authorized service parts for the Extrahera product line and is the sole supplier of manufacturer-authorized and factory-trained service personnel.

It is imperative that this equipment and associated software be maintained and fully operational in order to respond to chemical emergencies.

Funds in this agreement will be used for services and repair to the Extrahera System, a laboratory instrumentation used for the automated solid phase extraction of urine and serum samples. The system supports three Laboratory Response Network-Chemical (LRNc) core methods, as part of the Public Health Emergency Preparedness Program. The Extrahera System has eliminated the need for labor intensive manual extractions, resulting in the increased capacity of the Laboratory Response Network-Chemical laboratory section for threat response.

To provide service for this equipment, the following vital criteria must be met:

- Form-fit-function, tested replacement parts;
- Extrahera manufacturer software and electronic firmware updates and checks; and
- Access to key research and development technical expertise.

This equipment will increase the capability of the chemical threat response laboratory to rapidly process the large number of samples in the case of a large scale event(s) involving exposure to chemical terrorism agents such as highly toxic nerve agents, detecting the level of exposure in a timely manner as a result. The timeliness of detecting and reporting results of chemical terrorism events is critical for preventing serious health consequences, including death, in the general public. This shortened time frame will also help the health care personnel to make proper treatment recommendations for the exposed individuals.

Chemical threat emergency situations require results to be reported within twenty-four (24) to forty-eight (48) hours. Therefore, it is essential that these instruments are properly functioning and well maintained at all times. Additionally, the equipment will increase productivity and improve safety in the workplace. After the initial sample set-up, the equipment is automated and requires minimal hands-on operations.

Reliable data produced from the use of this equipment will help identify individuals who have been exposed to chemical agents and will help emergency responders and health care providers make informed decisions such as prevention of further exposure and treatment of the individuals who are actually exposed.

To measure the effectiveness of the agreement, the laboratory will monitor the response time and effectiveness of services done on the equipment by the Contractor to make sure that these align with the emergency response equipment maintenance requirements.

The Department reserves the right to extend the agreement for up to three (3) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

Should the Governor and Executive Council not authorize this request, without properly functioning equipment, the laboratory would be required to use current manual technology, resulting in reduced capacity to respond to a chemical threat event(s) in a timely manner. This may result in a decreased response time to threats involving warfare agents like nerve agents or highly toxic compounds including Abrin/Ricin and may affect the State's ability to protect the citizens of New Hampshire.

Area served: Statewide

Source of Funds: 70% Federal Funds from Centers for Disease Control and Prevention, CFDA #93,074 and 30% General Funds.

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

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: Service and Repair Agreement for Extrahera System (SS-2018-DPHS-07-SERVI)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Biotage, LLC		1.4 Contractor Address 10430 Harris Oaks Blvd., Suite C Charlotte, NC 28269	
1.5 Contractor Phone Number 704-654-4871	1.6 Account Number 05-95-90-902510-7545-102-500731	1.7 Completion Date August 8, 2020	1.8 Price Limitation $33,273
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature Scott Carr		1.12 Name and Title of Contractor Signatory Scott Carr, President	

1.13 Acknowledgement: State of N.C., County of Mecklenburg

On May 19, 2017, 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] Carrie A. Whittington

CARRIE A. WHITTINGTON NOTARY PUBLIC MECKLENBURG CO., NC

1.13.2 Name and Title of Notary or Justice of the Peace

Carrie A. Whittington, Executive Assistant

1.14 State Agency Signature Lisa Morris Date: 6/5/17	1.15 Name and Title of State Agency Signatory LISA MORRIS, 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) *(if applicable)*

By: Megan A. Yeh, Attorney On: 6/7/17

1.18 Approval by the Governor and Executive Council *(if applicable)*

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

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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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form 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.

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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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.2. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30,2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

1.3. This agreement covers the Biotage Extrahera System and the following components:

Name	Item #
Biotage Extrahera	414001
Vacuum pump ME1C, with cables and connectors	356330SP
Configuration Kit 96 Positions Dual Flow	415040

2. Scope of Services

2.1. The Contractor shall provide Customer Support and Repair Services, including:

2.1.1. Provide unlimited toll-free telephone support service advice during the hours of 8:00 a.m. and 5:00 p.m. EST, Monday through Friday, excluding holidays observed by the State of New Hampshire or the Contractor;

2.1.2. Provide initial urgent diagnostic services which shall be available during the hours of 8:00 a.m. and 5:00 p.m. ET, Monday through Friday, excluding holidays observed by the State of New Hampshire or the Contractor, via toll-free telephone, e-mail, or remote access, within one (1) business day of the initial urgent call for services;

2.1.3. If the problem cannot be resolved over the telephone or by remote access, an on-site visit will be scheduled within three (3) business days of the request; and

2.1.4. Labor, parts, travel expenses and telephone assistance costs shall be the sole responsibility of the Contractor.

Exhibit A

2.2. The Contractor shall perform Preventative Maintenance, including:

2.2.1. Perform Preventative Maintenance and all maintenance functions as noted in the owner's manual and recommended by the manufacturer to assess that the systems are functioning according to the factory acceptable standards;

2.2.2. Labor, parts, travel expenses and telephone assistance costs shall be the sole responsibility of the Contractor; and

2.2.3. Preventative Maintenance will be performed once per contract year at a mutually agreeable time, with at least a three (3) week notice, or may be combined with a repair visit, during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the State of New Hampshire or the Contractor.

2.3. Provide immediate notification of all critical software issues.

2.4. Provide all software and documentation for fixes, updates, and new releases.

Exhibit B

Method and Conditions Precedent to Payment

1. This Contract is funded with Federal Funds from the Public Health Emergency Preparedness (PHEP) Cooperative Agreement from the Centers for Disease Control and Prevention (CDC), Catalog of Federal Domestic Assistance (CFDA) #93.074 and State General Funds.

2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37, General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

3. The Contractor agrees to provide the services in Exhibit A, Scope of Service, in compliance with funding requirements. Failure to meet the scope of services may jeopardize the contractor's current and/or future funding.

4. Payment for said services shall be made annually as follows:
   4.1. Payment for services shall be paid in three (3) annual payments according to the "Fee for Repair and Service Timetable" below:

Fee for Repair and Service Timetable

Description	SFY 2018	SFY 2019	SFY 2020	TOTAL
Months	**1 - 12**	**13 - 24**	**25 - 36**	
Biotage Extrahera and Components	$9,810	$11,445	$12,018	$33,273
TOTALS	**$9,810**	**$11,445**	**$12,018**	**$33,273**

   4.2. Invoices shall be submitted, on Contractor letterhead, to:
   NH Public Health Laboratories
   29 Hazen Drive
   Concord, NH 03301
   Attn: Finance Administrator

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of each submitted invoice. The final invoice shall be due to the State no later than forty (40) days after the contract completion date, Block 1.7 of the Form P-37, General Provisions.

5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

6. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

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

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.2 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

3. Subparagraph 13 of the General Provisions of this contract, Indemnification, is replaced as follows:

   13. 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 the Agreement.

   13.1 Contractor hereby indemnifies, defends (by counsel reasonably acceptable to the State) and holds harmless the State and their respective directors, trustees, officers, employees, agents, students, successors, assigns and other representatives ("Indemnitees") against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant's fees, and other costs, incurred by or asserted against Indemnitees by third parties, whether or not a lawsuit or other proceeding is filed ("Claim"), that arise out of or relate to (i) any allegations that the property or services, provided hereunder, violate or infringe upon the trademarks, service marks, trade dress, trade names, copyrights, patents, works of authorship, inventor ship rights, database rights, trade secrets, rights under unfair competition or privacy/security laws, or any other intellectual or industrial property rights (collectively "Intellectual Property Rights") of any third party; (ii) any allegations that Contractor's services or the manner in which Contractor performs such services violate or infringe upon the Intellectual Property Rights of any third party. Contractor's liability for indemnity shall be offset to the extent that any third party Claims that arise out of the items in

this section were directly caused by the State's negligence or willful misconduct. This indemnity shall be reimbursement obligation of Contractor to the State.

If Contractor provides any property hereunder and the State's use of the same, or portions thereof, is enjoined or otherwise restricted, whether due to a claim of infringement of a third party's Intellectual Property Rights or otherwise related to Contractor's actions or omissions, then in addition to its indemnity obligations herein, Contractor shall, at its expense, promptly perform one of the following actions: (i) obtain and maintain a license for the State to continue to use the property provided hereunder; (ii) modify the property to remove the infringing items without loss of any functionality or increased cost of use or maintenance; (iii) replace the property, or infringing portions thereof, with non-infringing substitutes without loss of any functionality or increased cost of use or maintenance; or (iv) refund the price paid for the property."

13.2 Subject to subparagraph 13.1, Contractor shall in no event be liable for any indirect or consequential or punitive damages of any kind from any cause arising out of the sale, use or inability to use any property or services, including without limitation, loss of profits, goodwill or business interruption even if Contractor has been advised of the possibility of such damages. The exclusion of liability shall not apply in respect of death or personal injury caused by Contractor's gross negligence."

4. Subparagraph 14.1.2 of the General Provisions of this contract, Insurance, is deleted in its entirety.

5. Subparagraph 14.3 of the General Provisions of this contract, Insurance, is replaced as follows:

   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, certificates(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) 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 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.

6. Paragraph 7 of the Exhibit C, Special Provisions of this contract, Conditions of Purchase, is deleted in its entirety.

7. Paragraph 11 of the Exhibit C, Special Provisions of this contract, Reports, is deleted in its entirety.

8. The Department reserves the right to renew the Contract for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: Biotage, LLC

5/19/2017
Date

Scott Carr
Name: Scott Carr
Title: President

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Biotage, LLC

5/19/2017
Date

Name: Scott Carr
Title: President

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials RSC
Date 5/19/17

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name: Biotage, LLC

5/19/2017
Date

Scott E Carr
Name: Scott Carr
Title: President

Contractor Initials SEC
Date 5/19/17

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name: Biotage, LLC

5/19/2017
Date

Scott E Carr
Name: Scott Carr
Title: President

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Biotage, LLC

5/19/2017
Date

Scott E Carr
Name: Scott Carr
Title: President

Contractor Initials SEC
Date 5/19/17

HEALTH INSURANCE PORTABLITY 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 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.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

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, TitleXIII, 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 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 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 160.103, 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 164.103.

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, unreadable, 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) **Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall 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 HIPAA Privacy, Security, and Breach Notification Rules 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. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. 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.

e. 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 (l). 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 Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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 Paragraph 10 of the standard terms and conditions (P-37) 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, 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.

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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Biotage, LLC
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Scott Carr
Name of Authorized Representative	Name of Authorized Representative
Director, DPHS	President
Title of Authorized Representative	Title of Authorized Representative
6/5/17	5/19/2017
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Biotage, LLC

5/19/2017
Date

Scott Carr
Name: Scott Carr
Title: President

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: 04-461-1148

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?

   X 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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

September 16, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into contracts with the vendors listed below in an amount not to exceed $787,000 for reimbursement for payment of educational loans through the State Loan Repayment Program, effective upon Governor and Council approval through September 30, 2022 for 24 month term contract and September 30, 2023 for 36 month term contracts. 100% Other Funds from the NH Medical Malpractice Joint Underwriters Association.

Vendor Name	Vendor Code	Employer	Practice Site	Term	SFY 21	SFY 22	SFY 23	SFY 24	Total
Christopher Burns, PsychNP	311370	Lakes Region Mental Health Center	Lakes Region Mental Health Center	36 Months	$13,125	$13,750	$8,750	$1,875	$37,500
Janette B. Trudo, LICSW	309903	Greater Nashua Mental Health Center	Greater Nashua Mental Health Center	24 Months	$7,218	$8,313	$1,969	$0	$17,500
Jennifer Stout, LICSW, MLADC	258230	Wentworth-Douglass Hospital	The Doorway @ Wentworth-Douglass	36 Months	$15,000	$16,250	$11,250	$2,500	$45,000
Willard Metcalfe, LICSW	311376	West Central Behavioral Health	West Central Behavioral Health – Claremont	36 Months	$12,498	$12,917	$7,918	$1,667	$35,000
Casey McFarland, LICSW	272079	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	24 Months	$7,500	$10,000	$2,500	$0	$20,000
Kelley L. Watkins, APRN	270799	Mid-State Health Center	Mid-State Health Center - Bristol	24 Months	$4,686	$6,251	$1,563	$0	$12,500

Melissa DiNoto, LADC	270803	Families in Transition	Families in Transition – New Horizons	24 Months	$3,750	$5,000	$1,250	$0	$10,000
Sarah Fenton, LICSW	272076	Northern Human Services	Northern Human Services – Wolfeboro	24 Months	$7,500	$10,000	$2,500	$0	$20,000
Susan Gordon, LICSW, MLADC	272077	Greater Seacoast Community Health	Greater Seacoast Community Health	24 Months	$6,750	$9,000	$2,250	$0	$18,000
Amy Jaskolka, LCMHC	315160	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	$15,000	$16,250	$11,250	$2,500	$45,000
Audrey J. Wehmeyer, PA	315188	Huggins Hospital	Tamworth Family Medicine	24 Months	$6,186	$7,126	$1,688	$0	$15,000
Brenda Lovely, PsychNP	315186	Seacoast Mental Health Center	Seacoast Mental Health Center	36 Months	$15,000	$16,250	$10,500	$2,250	$44,000
Charlotte Johnson, LCMHC	315152	Mental Health Center of Greater Manchester	Mental Health Center of Greater Manchester	36 Months	$7,500	$8,125	$5,625	$1,250	$22,500
Danielle M. Panciocco, LICSW	315183	Mental Health Center of Greater Manchester	Mental Health Center of Greater Manchester	36 Months	$7,500	$8,125	$5,625	$1,250	$22,500
Dawn M. DeCosta, PsychNP	315157	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	$15,000	$16,250	$11,250	$2,500	$45,000
Kristen Trimble, APRN	315153	Keady Family Practice	Keady Family Practice	36 Months	$13,125	$13,750	$8,750	$1,875	$37,500
Shauna M. Clark, LCMHC	315163	Monadnock Family Services	Monadnock Family Services	36 Months	$5,748	$5,792	$2,918	$542	$15,000
Suzanne C. Anderson, APRN	311368	Huggins Hospital	Moulton-borough Family Medicine	36 Months	$15,000	$16,250	$11,250	$2,500	$45,000
Adam Chelmo, LCMHC	326251	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	$15,000	$16,250	$11,250	$2,500	$45,000

Brittany Anibal, DO	326252	Speare Memorial Hospital	Plymouth Pediatrics and Adolescent Medicine	36 Months	$11,250	$13,125	$10,625	$2,500	$37,500
Corey Gately, MLADC	326242	LRGHealth care	LRGHealth care – The Doorway	36 Months	$15,000	$16,250	$11,250	$2,500	$45,000
Danielle Plourde, LCMHC	326250	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	$15,000	$16,250	$11,250	$2,500	$45,000
Erin Nicole Angley-Cohen, LICSW	326234	New London Hospital	Newport Health Center	24 Months	$7,218	$8,313	$1,969	$0	$17,500
Jill Worden, APRN	326239	Lamprey Healthcare	Lamprey Healthcare	36 Months	$7,500	$8,125	$5,625	$1,250	$22,500
Nichole Silver, LCMHC	326249	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	$15,000	$16,250	$11,250	$2,500	$45,000
Sandra Cole, PsychNP	326241	Mental Health Center of Greater Manchester	Mental Health Center of Greater Manchester	36 Months	$7,500	$8,125	$5,625	$1,250	$22,500
			Total:		**$271,554**	**$302,087**	**$177,650**	**$35,709**	**$787,000**

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-901010-7965, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH & PRIMARY CARE.

See attached fiscal details.

EXPLANATION

The purpose of this request is to seek the approval of twenty-six (26) agreements for a total of $787,000 to be used to provide payments to State Loan Repayment Program medical, mental health, substance use disorder, and oral health providers. The funds will be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary health care provider.

The State Loan Repayment Program provides funds to health care providers working in areas of the state designated as being medically underserved. These medically underserved areas identified as Health Professional Shortage Areas, Mental Health Professional Shortage Areas, Dental Health Professional Shortage Areas, Medically Underserved Areas/Populations, and Governor's Exceptional Medically Underserved Populations are indicators that a shortage of health care professionals exists, posing a barrier to access health care services for the residents of these areas. Organizations/facilities that are funded by programs in the Department of Health and Human Services are also considered eligible sites. As one of several approaches to improve access to health care and mental health services, the State Loan Repayment Program has proven to be a successful short and long-term strategy to recruit and retain physicians, dentists, and other health care professionals into New Hampshire's underserved communities. In addition, the health care provider and practicing site that are participating in the State Loan Repayment Program agree to provide direct primary health care services, oral health, behavioral health services, or substance abuse treatment especially for uninsured residents who are residing in our medically underserved areas of New Hampshire. A significant percentage of New Hampshire residents continue to face difficulty accessing primary care, mental, and oral health care services, due to workforce challenges.

The Contractor must be a U.S. citizen, not have any unserved obligations for service to another governmental or non-governmental agency, be New Hampshire licensed, and ready to begin full-time or part-time clinical practice at the approved site once a contract has been signed. The Contractor must be willing to commit to a minimum service obligation of thirty-six months (full-time employee) or a minimum service obligation of twenty-four months (part-time employee) with the State of New Hampshire to work in a federally designated medically underserved area or a State sponsored oral, mental health, or substance use disorder program with the Department of Health and Human Services. A Contractor who has completed their initial service contract obligation with the State Loan Repayment Program may request a contract extension if funding is available.

Twenty-three (23) Contractors will be working full-time and three (3) part-time and have committed to a minimum service obligation of 36 (or 24 for part-time) months.

Eligible practice sites include community health centers, community mental health centers, substance abuse treatment centers, health care entities that provide primary health care services to underserved populations, federally qualified health centers, and other systems of care that provide a full range of primary and preventive health and medical services.

As referenced in Exhibit A of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years (or one year for part-time) contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request it may have a critical impact on the ability of New Hampshire health care facilities to recruit and retain qualified primary care health professionals to work in the State's Health Professional Shortage Areas. It is well-established that a sizable number of health care professionals carry a heavy debt-burden as they come out of training and are attracted to serving in those areas where a share of that burden can be taken away. This program serves to attract and retain such providers into underserved areas by relieving some of their financial burden that would otherwise make service in such areas less attractive. This shortage of health care workers can impact health care in a variety of ways, including decreasing quality of care, decreasing access to care, increasing stress in the workplace, increasing medical errors, increasing workforce turnover, decreasing retention rates and increasing health care costs.

To assure that the highest need areas receive priority, the Rural Health & Primary Care Section has implemented an in-house scoring process for all State Loan Repayment Program applications. State Loan Repayment Program applications receive weighted points based on the information required in the program guidelines and application. The criteria are based on: community needs; the specialty of the health professional (ability to meet the needs); the percent of the population served using sliding-fee schedules; bad debt/charity care as a percentage of revenue by the facility; the underserved area being served; the type of facility; indebtedness of the applicant; retention or recruitment needs of the facility; language other than English that is significant to the area; and the applicant's commitment to the community. These criteria may change, as workforce needs of the State change.

The State will make the first payment to the Contractors following completion of their first quarter of work, and quarterly thereafter for the duration of the contract. State payments are made directly to the Contractors to repay the principal and interest of any qualifying outstanding graduate or undergraduate educational loans. Before initiating each payment to the Contractors, the Rural Health and Primary Care Section will contact the respective employers to ensure the contract and Memorandum of Agreement requirements are being met.

Each Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remain at the eligible practice site for the term of the contract. Contractors who fail to begin or complete their State Loan Repayment Program obligation or otherwise breach the terms and conditions of the obligations are in default of their contracts and are subject to the financial consequences outlined in their contracts.

To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor, that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

Areas served: Belknap, Carroll, Cheshire, Grafton, Hillsborough, Merrimack, Rockingham, and Sullivan Counties.

Source of Funds: 100% Other Funds from the NH Medical Malpractice Joint Underwriters Association

Respectfully submitted,

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
STATE LOAN REPAYMENT PROGRAM CONTRACTS
FINANCIAL DETAIL

05-95-90-901010-7965, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH & PRIMARY CARE.

100% Other Funds from the NH Medical Malpractice Joint Underwriters Association

Christopher Burns Vendor # 311370-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	13,125.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	13,750.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	8,750.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,875.00
		Sub Total		37,500.00

Janette B. Trudo Vendor # 309903-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,218.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,313.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,969.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
		Sub Total		17,500.00

Jennifer Stout Vendor # 258230-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

Willard Metcalfe Vendor # 311376-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	12,498.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	12,917.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	7,918.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,667.00
		Sub Total		35,000.00

Casey McFarland Vendor # 272079-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	10,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,500.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
		Sub Total		20,000.00

Kelley L. Watkins Vendor # 270799-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	4,686.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	6,251.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,563.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-

		Sub Total		12,500.00

Melissa DiNoto Vendor # 270803-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	3,750.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	5,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
		Sub Total		10,000.00

Sarah Fenton Vendor # 272076-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	10,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,500.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
		Sub Total		20,000.00

Susan Gordon Vendor # 272077-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	6,750.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	9,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
		Sub Total		18,000.00

Amy Jaskolka Vendor # 315160-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

Audrey J. Wehmeyer Vendor # 315188-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	6,186.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	7,126.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,688.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
		Sub Total		15,000.00

Brenda Lovely Vendor # 315186-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	10,500.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,250.00
		Sub Total		44,000.00

Charlotte Johnson Vendor # 315152-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00

SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
		Sub Total		22,500.00

Danielle M. Panciocco Vendor # 315183-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
		Sub Total		22,500.00

Dawn M. DeCosta Vendor # 315157-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

Kristen Trimble Vendor # 315153-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	13,125.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	13,750.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	8,750.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,875.00
		Sub Total		37,500.00

Shauna M. Clark Vendor # 315163-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	5,748.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	5,792.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,918.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	542.00
		Sub Total		15,000.00

Suzanne C. Anderson Vendor # 311368-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

Adam Chelmo Vendor # 326251-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

Brittany Anibal Vendor # 326252-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	11,250.00

DEPARTMENT OF HEALTH AND HUMAN SERVICES
STATE LOAN REPAYMENT PROGRAM CONTRACTS
FINANCIAL DETAIL

SFY 2022	073-500578	Grants - Non-Federal	90074001	13,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	10,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		37,500.00

Corey Gately Vendor # 326242-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

Danielle Plourde Vendor # 326250-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

Erin Nicole Angley-Cohen Vendor # 326234-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,218.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,313.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,969.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
		Sub Total		17,500.00

Jill Worden Vendor # 326239-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
		Sub Total		22,500.00

Nichole Silver Vendor # 326249-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

Sandra Cole Vendor # 326241-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
		Sub Total		22,500.00

		TOTAL		**787,000.00**

DEPARTMENT OF HEALTH AND HUMAN SERVICES
STATE LOAN REPAYMENT PROGRAM CONTRACTS
FINANCIAL DETAIL

FY2021	FY2022	FY2023	FY2024	Total
$ 271,554	$ 302,087	$ 177,650	$ 35,709	$ 787,000

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program-(SLRP-2020-DPHS-01-REPAY-23)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Christopher Burns		1.4 Contractor Address 101A Fenton Ave. Laconia, NH 03246	
1.5 Contractor Phone Number 917-548-5467	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation $37,500
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Christopher Burns 627088BFC1E4488... Date: 9/15/2020		1.12 Name and Title of Contractor Signatory Christopher Burns PMHNP-BC	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D990DDF08DA54A0... Date: 9/16/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D6CA0302E32C4AE... On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS CB
Date 9/15/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

DS

Contractor Initials CB

Date 9/15/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials CB

Date 9/15/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS CB
Date 9/15/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials CB
Date 9/15/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Christopher Burns, PsychNP (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

DS

Contractor Initials CB

Date 9/15/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by-reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

Contractor Initials DS CB

Date 9/15/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS CB

Date 9/15/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

DS

Contractor Initials CB

Date 9/15/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Christopher Burns
027988FC01E4408...

9/15/2020
Date

Name: Christopher Burns
Title: PMHNP-BC

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS CB

Date 9/15/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Christopher Burns
6270BBFC4C4100

9/15/2020
Date

Name: Christopher Burns
Title: PMHNP-BC

DS
CB

Contractor Initials
9/15/2020
Date

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CHRISTOPHER BURNS, MS PMHNP-BC
101A Fenton Ave. Laconia, NH 03246 · 917-548-5467 · cburns24@gmail.com

EDUCATION

Columbia University School of Nursing, New York, NY
- MSN, Psychiatric-Mental Health Nurse Practitioner — Oct. 2017
  - Subspecialty: Palliative and End-of-Life Care
- BSN — May 2015

New York University, New York, NY — MFA — May 1996
Colorado College, Colorado Springs, CO — BA — May 1990

LICENSURE & CERTIFICATION

NPI: 1609237577 DEA: MB4979867

Registered Nurse and Nurse Practitioner, State of New Hampshire #079018-23	Exp. Sept. 2021
Registered Nurse Practitioner in Psychiatry, State of New York #F402298-1	Exp. Aug 2020
Registered Professional Nurse, State of New York #701918-1	Exp. June 2020
Registered Professional Nurse, State of New Jersey #26NR18322400	Exp. May 2019
Basic Life Support for Healthcare Providers, American Heart Association	Exp. Aug 2019

PROFESSIONAL EXPERIENCE / Lakes Region Mental Health Center, Laconia NH

Psychiatric Mental Health Nurse Practitioner — Oct 15, 2018 to Present
Medical Director/Supervisor: (Adult) Dr. Vladimir Jelnov, and (Pediatric) Dr. Mark Wagner

- Prescriber for Outpatient Community Mental Health Center – Adult and Pediatric Severely and Persistently Mentally Ill Patients.
- Provide Psychiatric Diagnosis using DSM-5 criteria. Prescribe, Manage and Monitor Psychiatric Medications. Provide Patient Education on Disease State, Disease Progression, Side Effects, Education of Other Medical Health Needs, Possible Drug-drug Interactions, Importance of Healthy Diet, Exercise, and Health Maintenance and Wellness.
- Lead Two Treatment Teams Comprised of Masters Educated Social Workers, Bachelors Educated Therapists, Community Case Managers, InShape Health Mentors, and Peer Support Specialists. Develop Team Building, Interdisciplinary Team Communication and Care Coordination with the Goal of Optimal Patient Mental Health and Functioning.

PROFESSIONAL EXPERIENCE / Ralph H. Johnson VAMC, Charleston SC (RHJVAMC)

PMHNP Training and Residency Program — Oct. 1, 2017 to Oct. 2, 2018
(clinical leadership/advanced training 1800+hrs at completion) – Supervisors: Dr. Akeya Harrold, Dr. Jan York, Major Michelle Imlay PMHNP US ARMY (RHJVAMC) Dr. Joy Lauerer from the Medical University of South Carolina College of Nursing (MUSC CON), Dr. Michael Huber (RHJVAMC).

- RHJVAMC Department of Mental Health – Adult Inpatient, Adult Mental Health Outpatient Clinic, Substance Treatment and Recovery (STAR), Primary Care Mental Health Integration (PCMHI), Consult Liaison, and Veterans On Deck.
- Under the Supervision of the Preceptor - Provided Psychiatric Diagnosis and Medication Management of Psychiatric Disorders or Mental Health Problems in Adults, Management of Clients from Initial Diagnosis in ER, Through Inpatient and Outpatient Care Implementing Various Modalities for Safety, Treatment and Therapeutic Recovery Model.
- Assess for Suicide, Suicide Trends, Triggers and Interventions Through Collaborative Assessment and Management of Suicide (CAMS) Training to Help Veterans Find Reasons to Live. Received training/certification in Motivational Interviewing(MI), CBT-I, and MAT for OUD
- Develop Team Building, Interdisciplinary Teams, and Care Coordination for Optimal Health in Veterans; and membership in committees (APRNs, Think Tank, Mental Health Summit 2018) for Evidence Based Clinical Improvement.

CLINICAL EXPERIENCE / Columbia University School of Nursing

Mt. Sinai – Adult Outpatient Psychiatry Clinic — Jan. 2017 – Aug. 2017

- Conducted psychiatric evaluations; developed formulations, and treatment plans, tailored medication management to each patient's unique needs; co-led 24-week DBT group.

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Pediatrics 2000 Washington Heights/Inwood, NYC Sept. – Dec. 2016

- Co-facilitated family therapy for a single mother with 4 children under the age of 9 coping with loss of child, domestic violence, mental illness and substance use.

SAGE (Services and Advocacy for LGBT Elders) Jan. 2016 – Aug. 2016

- Provided 41 individual psychotherapy sessions for an adult patient with schizophrenia.

White Plains Hospital, White Plains, NY Summer 2016

- Nine Week Palliative Care and Pain Management Rotation.

WORK HISTORY

SPOP (Service Program for Older People) Oct. 2015 – Sept. 2016

- **Registered Nurse**, PROS (Personalized Recovery Oriented System): Performed focused physical assessments, PO and IM medication management, administration, and EMR documentation, symptom monitoring, patient education, led two wellness self-management groups.

Columbia University School of Nursing Sept. 2015 – July 2017

- **Teaching Assistant:**
  - *Addressing Population Needs Health on a Global Scale (2 years)* Led class discussions, graded assignments, helped organize class structure.
  - *Pharmacology (2 years)* Proctored exams, ran study sessions, tutored.
- **Clinical Instructor: Nyack Hospital Psychiatric/Detox Unit** Dec. 2016

COMMUNITY ENGAGEMENT & VOLUNTEERISM

Nyumbani Village Orphanage, Kitui Province, Kenya Aug. 2016
(1000 children and 100 elderly orphaned due to HIV)

- Performed preliminary program assessment with the professional staff to determine the mental health needs of the community, identify gaps in resources, and to recognize sources of strength. Presented poster at IFAP Research Symposium Sept. 2016.

Quality Improvement Intervention, Mt. Sinai Hosp. Palliative Care Unit (NYC, NY) March 2016

- Implemented End-of-Life (EOL) Professional Caregiver Survey (EPCS) for assessing the palliative and EOL care-specific educational needs of multidisciplinary professionals.
- Provided nurse manager with actionable information about her nurses' educational deficits, with the goal to improve staff's comfort levels with EOL discussions, thereby improving patient and family care.

William Randolph Hearst Program in the Prevention of Child Abuse and Neglect Sept. 2015 - Feb. 2016

HONORS AND AWARDS

- Sigma Theta Tau International Honor Society (2015), Distinguished ETP Graduate Award (2015), CUSON Leadership Award (2015), Elise D. Fish '35 Nursing Scholar (2014, 2015), Milbank Foundation Scholarship for Palliative Care Studies (2016)

PROFESSIONAL MEMBERSHIP

American Association of Nurse Practitioners 2015, American Psychiatric Nurses Association 2015, Hospice and Palliative Nurses Association 2016, Neuroscience Education Institute 2015

ADDITIONAL EXPERIENCE

Professional Actor June 1990 – May 2014

- Broadway, Off-Broadway, London's West End, Regional Theater, Television, Movies, Voiceovers and Commercials.
- Taught acting, stage combat and choreography and theater games for over 20 years in high schools, colleges and graduate programs.
- Developed course content and curriculum for private clients and students aged 15-40 years old.

International Martial Arts Center, New York, NY Aug. 2008 – May 2014

- *Black Belt 1st Dan in Tae Kwon Do*, student and instructor

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nh.gov Licensing Home

Person Information

Name: CHRISTOPHER BURNS

License Information

License No: 079018-23 **Profession:** Nursing **License Type:** APRN-NP-Psychiatric Mental Health
License Status: Active **Issue Date:** 10/2/2018 **Expiration Date:** 7/1/2022

Discipline Information

No Discipline Information

Board Action

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2020

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 have ADDITIONAL INSURED provisions or 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
MTM Insurance Associates
1320 Osgood Street
North Andover MA 01845

CONTACT NAME: Jeffrey Morrissette
PHONE (A/C, No, Ext): (978) 681-5700 FAX (A/C, No): (978) 681-5777
E-MAIL ADDRESS: certificates@mtminsure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE AMERICAN INSURANCE COMPANY	
INSURER B: AIM Mutual Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
The Lakes Region Mental Health Center, Inc.
40 Beacon Street East
Laconia NH 03246

COVERAGES CERTIFICATE NUMBER: 2020 Master 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			SVRD37803601010	06/26/2020	06/26/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CALH08618574010	06/26/2020	06/26/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			XOOG25518540010	06/26/2020	06/26/2021	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC-600-4000907-2020A	06/26/2020	06/26/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			OGLG2551662A010	06/26/2020	06/26/2021	Occurrence per Incident	6,000,000
							Aggregate Limit	7,000,000
							Retro Date	6/26/2011

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

This certificate of insurance represents coverage currently in effect and may or may not be in compliance with any written contract.
RE: Christopher Burns- Staff Member

CERTIFICATE HOLDER

State of New Hampshire Department of Health and Human Services
129 Pleasant Street
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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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Christopher Burns, Psychiatric Nurse Practitioner (PsychNP), Contractor, Lakes Region Mental Health Center, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

DS
CB

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Christopher Burns, PsychNP, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Lakes Region Mental Health Center, 40 Beacon Street East, Laconia, NH 03246 (hereafter referred to as the Employer), and is working full-time at Lakes Region Mental Health Center, 40 Beacon Street East, Laconia, NH 03246 (hereafter referred as the Practice Site).

2. The Practice Site is a Community Mental Health Center in Belknap County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $37,500 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed $7,500. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

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Date _____

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $4375 of providing services obligated under this contract.
    b. Second payment of $4375 of providing services obligated under this contract.
    c. Third payment of $4375 of providing services obligated under this contract
    d. Fourth payment of $4375 of providing services obligated under this contract.
    e. Fifth payment of $3125 of providing services obligated under this contract.
    f. Sixth payment of $3125 of providing services obligated under this contract.
    g. Seventh payment of $3125 of providing services obligated under this contract.
    h. Eighth payment of $3125 of providing services obligated under this contract.
    i. Ninth payment of $1875 of providing services obligated under the contract.
    j. Tenth payment of $1875 of providing services obligated under the contract.
    k. Eleventh payment of $1875 of providing services obligated under the contract.
    l. Twelfth and final payment of $1875 of providing services obligated under the contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Maggie Pritchard
B0E90410F98B479...

9/16/2020

Maggie Pritchard, President/CEO
Lakes Region Mental Health Center

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Christopher Burns
827988BFC1E4488...

9/15/2020

Christopher Burns, PsychNP
Lakes Region Mental Health Center

Date

DocuSigned by:
Alisa Druzba
8CCE85E17A714E9...

9/16/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

DS
CB

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9/15/2020

Date _____

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program-(SLRP-2020-DPHS-01-REPAY-25)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Janette B. Trudo		1.4 Contractor Address 135 Amherst Street, Unit #16 Amherst, NH 03031	
1.5 Contractor Phone Number 607-353-0305	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 09/30/22	1.8 Price Limitation $17,500
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Janette B. Trudo D923325184734AD...	Date: 9/10/2020	1.12 Name and Title of Contractor Signatory Janette B. Trudo LICSW	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D980BDFB6BA54A9...	Date: 9/14/2020	1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D5CA92D2E32C4AE...		On: 9/18/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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Date 9/10/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Date 9/10/2020

New Hampshire Department of Health and Human Services

Exhibit A
Part Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:
   This agreement has the option for a potential extension of up to one (1) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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Contractor Initials

9/10/2020
Date

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Janette B. Trudo, LICSW (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

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Date 9/10/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

DS

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Date 9/10/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

DS

Contractor Initials JBT

Date 9/10/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

DS

Contractor Initials JBT

Date 9/10/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Janette B. Trudo
D02B0C54B4704AD...

9/10/2020
Date

Name: Janette B. Trudo
Title: LICSW

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS JBT

Date 9/10/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Janette B. Trudo
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9/10/2020
Date

Name: Janette B. Trudo
Title: LICSW

DS
JBT

Contractor Initials

9/10/2020
Date

DocuSign Envelope ID: D136BAD3-1D89-4947-A84E-902A2C6DF6C6

Janette B. Trudo, LICSW, MEd

135 Amherst Street, Unit 16, Amherst, NH 03031
(607) 353-0305 | jan.cohen1@gmail.com

SUMMARY AND OBJECTIVE

Licensed clinical social worker, educator/instructor, program manager and administrator, and grant writer/fund developer, yielding a diverse repertoire of skills. Award-winning writer of educational curricula for child/youth professionals and community audiences.

Key strengths include: Strengths-based clinical skills, child/adolescent development and parent education expertise, trauma-informed practice; leadership, supervision and management experience; and strong oral and written communication skills.

Therapeutic interests include:

- Trauma-informed practice (including Trauma-Focused CBT)
- Teens and Families with substance use and/or co-occurring mental health disorders
- Family Therapy
- School-based clinical work
- LGBTQ+ individuals
- Parent education

EDUCATION

Master of Social Work — May 2015
College of Community and Public Affairs — Binghamton University

Fellowship: Upstate New York Mental and Behavioral Health Education Consortium (UNY-MBHEC) Fellow. Fellowship focus on Trauma-Informed Care.

Master of Education — August 1985
Counselor Education/Student Personnel Services — Mississippi State University

Bachelor of Arts — May 1983
Communication/Public Relations — Mississippi State University
President's and Dean's Scholar

LICENSURE

New Hampshire Licensed Independent Clinical Social Worker (LICSW) – License #2215

SOCIAL WORK EXPERIENCE

Integrated Care Therapist — March 2019 – Present
Greater Nashua Mental Health — Nashua, NH

- Provide consultation and direct care/treatment services to adolescents and adults regarding mental health concerns through a variety of settings, including the InteGreat Clinic (on-site primary health care center), schools, and client homes. Coordinate and facilitate educational and therapeutic programs targeting smoking cessation, health and wellness, and substance use/co-occurring disorders, including individual and group therapy, evidence-based treatment modalities, and short-term behavioral interventions.

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Child and Family Therapist (in-office position) April 2017 – March 2019
Community Based Clinician/Family Support Therapist February 2016 – April 2017
Riverbend Children's Intervention Program Concord, NH

- Provide office-based and home/community-based child and family therapy and case management to 35-40 child and adolescent clients and their families. Client diagnostic profiles include: depression, anxiety, complex trauma, neurodevelopmental disorders, mood disorders, self-injury, conduct disorders, identity development (including gender and sexual orientation), and substance use. Collaborate with clients, parents/caregivers, physicians, school personnel, juvenile probation officers, and other providers to ensure interdisciplinary care.
- Provide school-based individual treatment one day per week and facilitate psycho-education groups. Provide school support to assist clients with IEP and 504 Plans in advocating for services and supports to improve academic performance and behavior. Clientele has included refugee children and families.
- Conduct intake interviews using CANS to inform clinical assessment. Within TIER system, write session notes, quarterly/annual progress reports, and treatment plans.
- Facilitate professional development workshops for school teachers and other professionals. Topics to date: *Supporting Children with Complex Trauma Issues* and *Compassion Fatigue*.

Clinical Supervisor June 2015 – March 2016
The Wediko School Windsor, NH

- Supervised five direct care staff and managed daily program for 8-10 boys ages 14-16 at year-round therapeutic residential program. Presenting issues included complex trauma, persistent depression, mood instability, generalized anxiety, self-harm, family dysfunction, traumatic brain injury and neurodevelopmental issues (autism spectrum, sensory, memory, processing).
- Provided group and family therapy to students and their families in a milieu treatment setting. Counseling and behavioral interventions included: PBIS/Positive Behavioral Interventions and Supports, CBT processing and behavior plans, social-emotional skill building, goal-setting/future planning, and independent living and work skills. Wrote and implemented individual treatment plans. Collaborated with youth, parents/caregivers, home therapists, juvenile probation officers, and other providers to ensure comprehensive and interdisciplinary care.

Social Work Intern September 2014-May 2015
United Health Services, Inc./Deposit Family Care Center Deposit, NY

- Provided individual therapy to clients ages 9-72 at rural primary health care practice with focus on medically-underserved populations and trauma-informed practice. Presenting issues included: depression, anxiety, mood disorders, grief/loss, family and adjustment issues, incest, substance use, self-injury, and chronic mental illness. Conducted psycho-social assessments and screenings for depression, anxiety, and ADHD.
- Collaborated with interdisciplinary treatment team, including primary care doctors, nurse practitioners, and staff from the UHS Outpatient Clinic and Crisis Psychiatric Emergency Program.

Clinical Supervisor, Summer Program June 2014-August 2014
Wediko Children's Services, Inc. Windsor, NH

- Supervised seven direct care staff and managed daily program for eight girls ages 17-19 at 45-day therapeutic summer camp. Presenting issues included severe trauma, persistent depression, mood lability, generalized anxiety, self-injury, family dysfunction, and developmental disabilities.
- Provided individual, group, and family therapy to girls and their families. Wrote and implemented behavioral checklists, individual behavioral contracts and incentive programs. Collaborated with youth, parents/caregivers, home therapists, caseworkers, and other providers.

Social Work Intern August 2013-June 2014
Whitney Point Senior High School Whitney Point, NY

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- Provided individual therapy to high school students with a focus on medically underserved populations and trauma-informed care. Facilitated 6-week psycho-educational empowerment group for girls.
- Facilitated Olweus Bullying Prevention Program student groups and classroom presentations on teen depression and suicide.
- Referred clients and families to local human services agencies.
- Assisted with school-wide holiday gift-giving event for families with low incomes.

TEACHING/EDUCATION, PROGRAM PLANNING/MANAGEMENT EXPERIENCE

Family Resiliency Educator — February 2008 - August 2013
Penn State Extension – Susquehanna County — Montrose, PA

- Coordinated Integrated Children's Services Planning ("No Wrong Door") project and Strengthening Families Program in Susquehanna County, PA, through a cost-shared position between Penn State University and Susquehanna County Services for Children and Youth.
- Facilitated 50-100 classes, workshops, and conference presentations per year for parents (including court-ordered and foster parents); human services, school, and early childhood education professionals; and youth. Audience sizes ranged from 5-200.

Adjunct Instructor
Broome Community College, Binghamton, NY — 2010 - 2013
Luzerne Community College, Susquehanna, PA — 2008 - 2010

- Taught human development/psychology and sociology courses to community college students. Developed syllabus, lecture presentations, experiential classroom activities, tests and graded assignments.

Executive Director — March 2004 - March 2006
Cornell Cooperative Extension of Otsego County, Cooperstown, NY

- Directed non-profit agency providing educational programs in agricultural profitability, consumer horticulture, youth development (4-H and Reality Check), nutrition (Food Stamp Nutrition Education Program/FSNEP), and financial literacy. Recruited, hired, supervised, and evaluated agency educators and support staff.
- Oversaw and managed annual budget of approximately $900,000. Conducted fund development activities, including grant submissions, program fees, and fundraising events.
- Partnered with volunteer Board of Directors, community leaders, Cornell University staff/faculty, and others to develop projects and services to address community needs.

PROFESSIONAL EXPERIENCES

Publications:

Kyle Lives with His Grandma...Where Are His Mommy and Daddy?, article for National Association for the Education of Young Children (NAEYC) Journal, co-authored with Dr. Jennifer Birckmayer, Denyse Variano, and Isabelle Doran Jensen, Spring 2005.

Parenting a Second Time Around, parenting curriculum co-authored with Dr. Jennifer Birckmayer, Denyse Variano, and Isabelle Doran Jensen, funded by a Hatch Grant through Cornell University, Spring 2002. Winner of 2003 National and Regional first place awards for educational curriculum, National Extension Association for Family and Consumer Sciences.

Help for Grandparents Raising Grandchildren with Developmental Disabilities, authored curriculum of six workshops, funded by a grant administered by the NYS Office of Aging, Spring 1999.

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Person Information

Name: JANETTE B TRUDO, MSW

License Information

License No:	2215	**Profession:**	Mental Health	**License Type:**	Independent Clinical Social Worker
License Status:	Active	**Issue Date:**	3/7/2019	**Expiration Date:**	3/7/2021

Discipline Information

No Discipline Information

Board Disciplinary Action

No Related Documents

No Related Documents

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/13/2020

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 have ADDITIONAL INSURED provisions or 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
Eaton & Berube Insurance Agency, LLC
11 Concord St
Nashua NH 03064

CONTACT NAME: Cathy beauregard
PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230
E-MAIL ADDRESS: mberube@eatonberube.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Co	
INSURER B : Selective Insurance Group Inc.	14376
INSURER C : Eastern Alliance Insurance Group	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Community Council of Nashua NH Inc
100 West Pearl St
Nashua NH 03060

COMCO3

COVERAGES CERTIFICATE NUMBER: 615537792 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			OPS1585686	11/12/2019	11/12/2020	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			S2291649	11/12/2019	11/12/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			UMS0028329	11/12/2019	11/12/2020	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			03000011395901	1/15/2020	1/15/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1986			OPS1585686	11/12/2019	11/12/2020	Each Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation coverage: NH; no excluded officers.

NH DHHS is additional insured with regard to General liability.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
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
Marc R Berube

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Janette B. Trudo, LICSW, Contractor, Greater Nashua Mental Health Center, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Part Time Services

This loan repayment contract is for part-time clinical practice, defined as working a minimum of 20-hours per week, for at least 45 weeks each service year. The 20-hours per week may be compressed into no less than 2 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 20-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 20-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 16-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 4-hours of the minimum 20-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 4-hours of the minimum 20-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 20-hours per week (not less than 11-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 9-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 4-hours of the minimum 20-hours per week.

DS
JBT
Contractor Initials
9/10/2020
Date

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Janette B. Trudo, LICSW, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Greater Nashua Mental Health Center, 7 Prospect Street, Nashua, NH 03060 (hereafter referred to as the Employer), and is working part-time at Greater Nashua Mental Health Center, 15 Prospect Street, Nashua, NH 03060 (hereafter referred as the Practice Site).

2. The Practice Site is a Community Mental Health Center in Hillsborough County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $17,500 over the service term. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2022. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to one additional year contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

DS JBT
Contractor Initials

9/10/2020
Date

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in eight payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $2406 of providing services obligated under this contract.
    b. Second payment of $2406 of providing services obligated under this contract.
    c. Third payment of $2406 of providing services obligated under this contract
    d. Fourth payment of $2406 of providing services obligated under this contract.
    e. Fifth payment of $1969 of providing services obligated under this contract.
    f. Sixth payment of $1969 of providing services obligated under this contract.
    g. Seventh payment of $1969 of providing services obligated under this contract.
    h. Eighth payment of $1969 of providing services obligated under this contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

DS JBT

Contractor Initials

9/10/2020

Date

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Cynthia Whitaker
984333A5D3DB451...

9/14/2020

Cynthia Whitaker, Interim CEO
Greater Nashua Mental Health Center

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Janette B. Trudo
D923325184734AD...

9/10/2020

Janette B. Trudo, LICSW
Greater Nashua Mental Health Center

Date

DocuSigned by:
Alisa Druzba
8CCE65F17A714E9...

9/14/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

DS
JBT

Contractor Initials

9/10/2020
Date _____

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program-(SLRP-2020-DPHS-01-REPAY-16)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Jennifer Stout		1.4 Contractor Address 72 Tidy Road Eliot, ME 03903	
1.5 Contractor Phone Number 207-467-5641	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation $45,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: 0691EABE932E4BA... Date: 9/12/2020		1.12 Name and Title of Contractor Signatory Jennifer Stout Licsw/Mladc	
1.13 State Agency Signature DocuSigned by: D938DBF86CA54A0... Date: 9/16/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D5CA92D2E32C4AE... On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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Date 9/16/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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Date 9/12/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Date 9/12/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Date 9/12/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials JMW
Date 9/12/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Jennifer Stout, LICSW, MLADC (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

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Date 9/12/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

Contractor Initials DS

Date 9/12/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS

Date 9/12/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

DS

Contractor Initials _____

Date 9/12/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:

9/12/2020

Date

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Name: Jennifer Stout

Title: Licsw/Mladc

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS

Date 9/12/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:

9/12/2020

Date

0604FABE032E4BA...

Name: Jennifer Stout

Title: Licsw/Mladc

DS

Contractor Initials

9/12/2020

Date

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Jennifer Stout

Work Experience

Substance Abuse and Behavioral Health Clinician
The Doorway at Wentworth Douglas Hospital
December 2018-Present
Part of the initial team to open The Doorway, one of New Hampshire's 9 Hubs providing assessment and referral for substance use services. Conduct level of care assessments on a walk-in basis and assist care coordinators in creating a plan with client. Offer clinical support on a walk-in basis.

Senior Clinician
Hope on Haven Hill - Rochester, NH
September 2016 to Present

As a founding member of this organization, worked to build structure and programming from the ground up. Worked to develop policies and procedures, train staff, and develop curriculum for an 8-bed residential facility treating substance use and co-occurring disorders for pregnant and parenting women that opened 12/16. Currently oversee programming and facilitate treatment at 3 levels of care including residential, intensive outpatient, and outpatient individual and group therapy. Carry a caseload of individual clients. Supervise clinical staff towards licensure.

Intensive Outpatient Director
Goodwin Community Health - Somersworth, NH
March 2016 to September 2016

Worked with agency staff to design and implement an Intensive Outpatient program at Goodwin Community Health to treat co-occurring disorders. Developed a curriculum for a 3-phased program. Work with community agencies including hospitals, corrections, and health centers to screen, assess, and admit clients into the program, monitor their progress, and develop a plan for completion.

Therapist
ROAD To a Better Life - Somersworth, NH
June 2014 to June 2016

Provided initial assessment and treatment planning for clients participating in Suboxone treatment program.
Maintained a caseload of individual therapy clients diagnosed with co-occurring disorders. Planned and facilitated 3-4 therapy groups per week, including gender specific programming for women, exploring topics such as the science of addiction, relapse prevention, recovery skills and healthy relationships.

Substance Abuse and Mental Health Counselor
Manchester Community Health Center - Manchester, NH
March 2015 to March 2016

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Provided individual assessment and treatment for individuals with mental health and substance use disorders in a community health care setting. Provide brief and longer term counseling, as well as specialized substance abuse and trauma treatment to clients as appropriate, including Seeking Safety, DBT, and Progressive Counting. Work with medical staff, interpreters, nutritionists and community workers to provide integrated care for a diverse population.
Supervise clinicians towards MLADC certification.

Substance Abuse Counselor
Families First, Healthcare for the Homeless - Portsmouth, NH
September 2010 to June 2014
Provided individual and group substance abuse counseling in the community to individuals who were homeless. Worked closely with medical and care coordination staff on the mobile health care van to meet and offer services to clients in a timely manner. Offered assessment, treatment planning and ongoing counseling using motivational interviewing, cognitive behavioral, DBT, and trauma-informed approaches. Offered crisis intervention services as needed, often working closely with other local agencies to respond best to clients needs.

Clinical Case Manager, Crisis Clinician
Counseling Services Inc - Biddeford, ME
September 2004 to August 2010

-Clinician, Crisis Response Services: Provided telephone support and assessment, as well as face-to-face assessments for adults and children experiencing psychiatric emergencies. Work with clients, agency supervisors and psychiatrists to create a disposition that maintains client safety in the least restrictive setting.
-Clinical Case Manager: Provided supportive counseling and case management services to adults with severe and persistent mental illness. As member of Intensive Community Integration team, worked with clients needing a high level of care. Facilitated family meetings, provided crisis intervention services, took part in weekly multi-disciplinary team meeting. Co-facilitated skills building and activity group weekly.

Education

MSW
Boston University - Boston, MA
September 2002 to May 2006

Master's in Sociology
University of Pennsylvania - Philadelphia, PA
September 1999 to January 2002

Bachelor's in Sociology
Haverford College - Haverford, PA
September 1993 to May 1997

Skills

Trained in DBT, EMDR Basic level, CBT, Motivational Interviewing

Trainings/ Presentations:

Home Visitor Conference, DHHS, NH, 2014: "The Impact of Adverse Childhood Experiences on Home Visiting in New Hampshire".
National Healthcare for the Homeless Annual Conference, 2014: "Understanding Homelessness, Adverse Childhood Experiences, and High Risk Behaviors".
Staff Training, Trauma-Informed Care, Ethics, and Healthy Boundaries: Crossroads House, Portsmouth NH, 2015, 2016, 2017.
Parkland Medical Center Behavioral Health Unit, Lunch and Learn: "Trauma Informed Care and Understanding Challenging Behaviors", 2017.
New Hampshire Addiction Summit, "Understanding High Risk Behaviors and Providing Trauma-Informed Care", 2017.
Mass General Hospital Institute of Health Professionals: "Trauma-Informed Care for Nurses", 2016, 2017.
UNH Department of Professional Development: "Trauma-Informed Care Training", Full-Day Training for Clinicians and School Professionals, 2017, 2018.
IDN-6 "Trauma Informed Care for Paraprofessionals", September 24th, October 30th, 2018: Frisbee Hospital and Community Campus, Portsmouth, NH.
"Understanding Professional Ethics and Boundaries": October 2018, Crossroads House, Portsmouth, NH

Certifications/Licenses

LICSW, February 2021
MLADC, June 2020
CCTP (Certified Clinical Trauma Professional)

Other:
Volunteer IDN Warming Shelter, 2019

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Person Information

Name: JENNIFER MORGAN STOUT, MSW

License Information

License No:	1578	**Profession:**	Mental Health	**License Type:**	Independent Clinical Social Worker
License Status:	Active	**Issue Date:**	2/23/2011	**Expiration Date:**	2/23/2021

Discipline Information

No Discipline Information

Board Disciplinary Action

No Related Documents

No Related Documents

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NEW HAMPSHIRE
Online Licensing

nh.gov Licensing Home

Person Information

Name: JENNIFER STOUT

License Information

License No:	0883	**Profession:**	Alcohol and Other Drug Use	**License Type:**	Master Licensed Alcohol & Drug Counselor
License Status:	Active	**Issue Date:**	11/8/2012	**Expiration Date:**	6/30/2022

No Related Documents

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CONTROLLED RISK INSURANCE COMPANY OF VERMONT INC. (A Risk Retention Group)
Burlington, Vermont

Evidence of Insurance

NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
129 PLEASANT STREET
CONCORD, NH 03301

Named Insured: THE MASSACHUSETTS GENERAL HOSPITAL **Date:** 03/12/2020

Insured:
WENTWORTH DOUGLAS HOSPITAL

Coverage	**Limits of Liability:**	
Medical Professional Liability:	$5,000,000.00	each "Claim"
	$10,000,000.00	annual aggregate each insured person for all claims made and reported during the "Policy Period".
General Liability:	$5,000,000.00	each "Claim"

Policy Number: MGH-CRICO-C-GLPL-1606-2020

Policy Period: 01/01/2020 to 12/31/2020

Special Provisions:

The insured named above is insured under the policy referenced. Coverage is subject to all the terms, conditions and exclusions of the CRICO policy.

Should the above described policy be canceled before the expiration date thereof, the "Company" will endeavor to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the "Company" or the Risk Management Foundation.

This Evidence of Insurance does not extend any rights to persons or entities who are not "Insured's" under the policy and neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy. It is furnished as a matter of information only, and is issued with the understanding that the rights and liabilities of the parties will be governed by the original policy.

* CLAIMS MADE AND REPORTED POLICY: This is a claims made and reported policy. Please review the policy carefully.

NOTICE

"The policy pursuant to which this Evidence of Insurance is provided is issued by the "Insured's" risk retention group. The "Insured's" risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency funds are not available for the "Insured's" risk retention group."

Terms appearing in quotation marks in the Evidence of Insurance shall have the same meaning as the definition of that term in the policy.

Controlled Risk Insurance Company of Vermont, Inc.
(A Risk Retention Group)

Duly Authorized Representative

Rev. 10-2019

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/30/2020

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 have ADDITIONAL INSURED provisions or 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
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Safety National Casualty Corporation	15105
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Wentworth-Douglass Hospital
789 Central Avenue
Dover, NH 03820

COVERAGES CERTIFICATE NUMBER: W17416888 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Employers Liability			AGC4062094	01/01/2020	01/01/2021	Per Occurrence	$1,000,000
	Employers Liability						Aggregate	$1,000,000
	Self Insured Retention						Per Occurrence	$650,000

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

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
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

Julie M Powers

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Jennifer Stout, LICSW, MLADC, Contractor, The Doorway at Wentworth-Douglass Hospital, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Jennifer Stout, LICSW, MLADC, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by The Doorway at Wentworth-Douglass Hospital, 798 Central Avenue, Dover, NH 03820 (hereafter referred to as the Employer), and is working full-time at The Doorway at Wentworth-Douglass Hospital, 798 Central Avenue, Dover, NH 03820 (hereafter referred as the Practice Site).

2. The Practice Site is a federally-funded opioid use disorder (OUD) or other substance use disorders (SUD) treatment center in Strafford County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $45,000 over the service term. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $5000 of providing services obligated under this contract.
    b. Second payment of $5000 of providing services obligated under this contract.
    c. Third payment of $5000 of providing services obligated under this contract
    d. Fourth payment of $5000 of providing services obligated under this contract.
    e. Fifth payment of $3750 of providing services obligated under this contract.
    f. Sixth payment of $3750 of providing services obligated under this contract.
    g. Seventh payment of $3750 of providing services obligated under this contract.
    h. Eighth payment of $3750 of providing services obligated under this contract.
    i. Ninth payment of $2500 of providing services obligated under the contract.
    j. Tenth payment of $2500 of providing services obligated under the contract.
    k. Eleventh payment of $2500 of providing services obligated under the contract.
    l. Twelfth and final payment of $2500 of providing services obligated under the contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

DocuSigned by:

Contractor Initials 0691EABE932E4BA... 9/12/2020

Date _____

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Greg Walker
3C8C02F4426E4B0...

9/16/2020

Greg Walker, CEO
The Doorway at Wentworth-Douglass Hospital

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
0691EABE932E4BA...

9/12/2020

Jennifer Stout, LICSW, MLADC
The Doorway at Wentworth-Douglass Hospital

Date

DocuSigned by:
Alisa Druzba
8CCE65F17A714E9...

9/16/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program-(SLRP-2020-DPHS-01-REPAY-15)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Willard Metcalfe		1.4 Contractor Address PO Box 353 Bellows Falls, VT 05101	
1.5 Contractor Phone Number 802-289-9166	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation $35,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Willard Metcalfe, LICSW F1F00106F0D84D3... Date: 9/9/2020		1.12 Name and Title of Contractor Signatory Willard Metcalfe, LICSW LICSW	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D9560DFD00A54A0... Date: 9/10/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D5CA9202E32C4AE... On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS WM
Date 9/9/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials DS WM

Date 9/9/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials WM

Date 9/9/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS WM
Date 9/9/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials WM
Date 9/9/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Willard Metcalfe, LICSW (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Contractor Initials DS WM

Date 9/9/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

DS

Contractor Initials WM

Date 9/9/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

DS

Contractor Initials WM

Date 9/9/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

DS

Contractor Initials WM

Date 9/9/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Willard Metcalfe, LICSW
F1F00100F0D04D8...

9/9/2020
Date

Name: Willard Metcalfe, LICSW
Title: LICSW

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS WM

Date 9/9/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Willard Metcalfe, LICSW
F1F09186F0B94D3...

9/9/2020
Date

Name: Willard Metcalfe, LICSW
Title: LICSW

DS
WM

Contractor Initials

9/9/2020
Date

DocuSign Envelope ID: 06B699B2-F0E4-41DB-8A88-4E508008A84C

35 Griswold Drive 802-289-9166
Bellows Falls, Vt. 05101 willard.metcalfe@yahoo.com

Willard E. Metcalfe

Objective To support individuals in need. To ensure that people who are less fortunate with less resources attain a better quality of life. To help all individuals reach their full potential in caring for their own needs.

Experience

04/16-Current West Central Behavioral Health

Emergency Service Director:

-Manage the day to day operations of the ES Division at West Central Services (WCS). We manage walk in's for individuals in crisis, people who present at Valley Regional Hospital in crisis, conduct MH assessments, and facilitate either voluntary or involuntary hospitalizations to include both IEA's and CD revocations.
-Point person for Valley Regional Hospital for all psychiatric assessments through a contract with WCS.
-Supervise 2 individual ES clinicians and five Per Diem staff who assist with after hour's coverage.
-Completes on-call schedule for day time hours and after hour's for ES clinicians, Valley Regional Hospital, admin support staff, and the answering service.

Emergency Services Clinician:

-Rapid responses to all phone calls and face-to-face crisis intervention requests.

- Consult, triage, or actively participate in facilitating appropriate Voluntary Inpatient Hospital Admissions, Partial Hospital Program referrals, Conditional Discharge Revocations, and Involuntary Emergency Admissions.

-Provide crisis stabilization follow-up for patients as necessary.

Clinician:

-Had a case load of roughly thirty individuals and provided individual psycho-therapy. Individuals with a range of diagnoses to include: Individuals who were certified through the State of New Hampshire. These individuals had Posttraumatic Stress Disorder, Borderline Personality Disorder (BPD) - Severe and persistent mental illnesses.
-Conducted group work on DBT skills primarily for individuals with BPD.

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2002-2016 Health Care & Rehabilitation Services of Southeastern Vermont.

Developmental Services Director:

-Responsible for the operations of the Developmental Disabilities (DS) Division of Health Care & Rehabilitation Services.
-Responsible for all strategic and operational planning of the DS Division.
-Actively engaged with the Board of Directors.
-Advocate for individuals rights to choose and control their own services, as well as ensuring the highest quality of life, and safeguards for vulnerable adults.
-Managed an operating budget of roughly $15,000,000.00 dollars and developed initiatives that ensured integrity of billing documentation.
-Implemented staff development within the DS Division and appreciation initiatives that resulted in increased recruitment, retention, employee satisfaction, and enhanced quality of care.

2007-2012

Obtained my Master's of Social Work
Clinical Coordinator for Kindle Farm School:

-Conducted all Diagnostic Evaluations for students ages 10-21.
-Conducted individual therapy
-Worked collaboratively with all members of the student's team.
-On-going assessments of student's needs.
-Assisted with developing positive support plans.

1996-2002 Developmental Services of Sullivan County

Service Coordinator/Residential Services Supervisor:

-Responsible for the quality of services for thirty individuals.
-Trainer for the agencies Behavioral Management Program.
-Supervisor for Residential Coordinators.
-Oversight of six residential group homes for individuals with developmental disabilities with behavioral challenges.

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1994 – 1996 Springfield High School
Alternative Special Educator:

-Started the Choices Program in Springfield, Vermont.
-Responsible for twelve students eligible for special education services.
-Responsible for developing transitional services to include employment opportunities.

1993 – 1994 Weathersfield Middle School
Special Educator:

-The only special educator in the Middle School – Grades 6-8.
-Supervised six para-professionals.
-Responsible for thirty students needing special education services.

1989 – 1993 Mill River High School
Para-Professional:

-Provided 1-1 supports to an individual with Cerebral Palsy.
-Helped gain employment for this individual.
-Provided supports in a mainstreamed classroom.

1986 – 1989 Spring Lake Ranch
Laborer:
-Drove Bucket Loader – Helped with a mile long new sewer line.
-Maple Sugaring,
-Cutting down trees etc., farm work.

1980 – 1986 U.S. Army
Sergeant:
-Achieved the rank of Sergeant.
-Received Army Achievement Award.
-Truck Driver – Drove Tractor Trailer, 40 passenger bus, forklift, etc.
-Training Non-Commissioned Officer (NCO).
-Nuclear, Biological, Chemical Welfare Training NCO.
-Professional Leadership Training and Medal.

Education

1989 – 1993 College of St. Joseph Rutland, Vermont
-Bachelor of Science in Elementary Education K-6.
-Special Education Certificate K-12.
-Graduated Magna Cum Laude.

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2007 – 2010 Springfield College Springfield, Massachusetts
-Master of Social Work (MSW).

Interests

-Weight lifting, running, biking, Special Olympics, any and all sports.

Community Involvement

2012-2015

School Board Director for the Rockingham School District and the Windham Northeast Supervisory Union (WNESU).

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WILLARD METCALFE, MA
PO BOX [illegible]
BELLOWS FALLS, VT 05101

State of New Hampshire
BOARD OF MENTAL HEALTH PRACTICE

WILLARD METCALFE, MA

LICENSED
INDEPENDENT CLINICAL SOCIAL WORKER

LICENSE # 2167 EXPIRES October 19, 2020

DocuSign Envelope ID: 06B699B2-F0E4-41DB-8A88-4E508008A84C

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/12/2019

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 have ADDITIONAL INSURED provisions or 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
MARSH USA, INC.
99 HIGH STREET
BOSTON, MA 02110
Attn: Boston.certrequest@Marsh.com

CN102105463–gaup-19-20

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Capitol Specialty Insurance Corporation	10328
INSURER B : Capitol Indemnity Corp.	10472
INSURER C : Capitol Specialty Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
West Central Services, Inc
dba West Central Behavioral Health
9 Hanover Street, Suite 2
Lebanon, NH 03766

COVERAGES CERTIFICATE NUMBER: NYC-010772201-01 REVISION NUMBER: 1

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HS02726188-04	11/01/2019	11/01/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			HS02731293-04	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			HS20162182-04	11/01/2019	11/01/2020	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Healthcare Professional Liability			HS02726188-04	11/01/2019	11/01/2020	Each Claim:	1,000,000
							Aggregate:	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage Mental Health Services Contract

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
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
of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/7/2020

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	CONTACT NAME: Tina Housman	
Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: thousman@hayscompanies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Technology Insurance Company, Inc.	42376
INSURED	INSURER B:	
West Central Behavioral Health 9 Hanover Street, Suite 2 Lebanon NH 03766	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES — CERTIFICATE NUMBER: 20-21 WC — 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3877857	6/1/2020	6/1/2021	X PER STATUTE / OTH-ER	
							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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

State of New Hampshire, Department
of Health and Human Services
129 Pleasant Street
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

James Hays/GSCHIC

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Willard Metcalfe, LICSW, Contractor, West Central Services, Inc., Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Willard Metcalfe, LICSW, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by West Central Services, Inc., 9 Hanover Street, Suite 2, Lebanon, NH 03766 (hereafter referred to as the Employer), and is working full-time at West Central Behavioral Health, 52 West Pleasant Street, Claremont, NH 03743 (hereafter referred as the Practice Site).

2. The Practice Site is a Community Mental Health Center in Sullivan County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $35,000 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed $10,000. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

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i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

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Contractor Initials 9/9/2020

Date ____

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $4166 of providing services obligated under this contract.
    b. Second payment of $4166 of providing services obligated under this contract.
    c. Third payment of $4166 of providing services obligated under this contract
    d. Fourth payment of $4166 of providing services obligated under this contract.
    e. Fifth payment of $2917 of providing services obligated under this contract.
    f. Sixth payment of $2917 of providing services obligated under this contract.
    g. Seventh payment of $2917 of providing services obligated under this contract.
    h. Eighth payment of $2917 of providing services obligated under this contract.
    i. Ninth payment of $1667 of providing services obligated under the contract.
    j. Tenth payment of $1667 of providing services obligated under the contract.
    k. Eleventh payment of $1667 of providing services obligated under the contract.
    l. Twelfth and final payment of $1667 of providing services obligated under the contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

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Contractor Initials

9/9/2020

Date

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Roger W. Osmun, Ph.D.
0ABDB54CB432473

9/9/2020

Roger Osmun, President/CEO
West Central Services, Inc.

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Willard Metcalfe, LICSW
F1F00106F0D84D3...

9/9/2020

Willard Metcalfe, LICSW
West Central Behavioral Health

Date

DocuSigned by:
Alisa Druzba
8CCE65F17A714E9...

9/10/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

DS
WM

Contractor Initials

9/9/2020

Date _____

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program-(SLRP-2020-DPHS-01-REPAY-42)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Casey McFarland		1.4 Contractor Address 98 Main Street, Apt. 18, Allenstown, NH 03275	
1.5 Contractor Phone Number 603-344-6175	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/22	1.8 Price Limitation $20,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Casey McFarland 2AF0C00C0E004500... Date: 9/10/2020		1.12 Name and Title of Contractor Signatory Casey McFarland LICSW	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D938DEFB6CA54AD... Date: 9/14/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: [signature] 05CA9202E92C4AE... On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS CM
Date ~~9/10/2020~~

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials DS CM
Date 9/10/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials CM

Date 9/10/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS CM

Date ~~9/10/2020~~

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials CM
Date 9/10/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Casey McFarland, LICSW (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Contractor Initials DS CM

Date 9/10/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

Contractor Initials DS CM

Date 9/10/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS CM

Date 9/10/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

Contractor Initials DS CM

Date 9/10/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Casey McFarland
2AF0C09C0E8415B...

9/10/2020
Date

Name: Casey McFarland
Title: LICSW

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Casey McFarland
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9/10/2020
Date

Name: Casey McFarland
Title: LICSW

DS
CM

Contractor Initials
9/10/2020
Date

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Casey McFarland, LICSW

*98 Main Street Apt 18 Allenstown, NH 03275 * (603) 344-6175 * Email: cmcfarland05@gmail.com*

Objective

To provide quality care to individuals in need of assistance in an educational setting and to be part of a growth-enhancing environment.

Job Experience

RIVERBEND COMMUNITY MENTAL HEALTH CENTER, Concord, NH
Child and Family Therapist, 2013 - present
Provide individual, group and family therapy as well as collateral communications and consultation to caregivers and other involved community providers, including schools.

- Provide school-based individual therapy in local school and collaborating with the staff through meetings, communication, and training them.
- Certified teacher from "Mindful Schools" curriculum, and teach elementary school classrooms on a weekly basis.
- Working under Concord Safe Schools Grant at Beaver Meadow Elementary School, 2 days a week providing interventions and groups to identified students
- Provide intakes, diagnose, assess service needs, and provide appropriate interventions.
- Assesses clients in crisis or at risk for suicide, homicide and aggressive behavior, and take appropriate steps to ensure safety.
- Extensively trained in DBT on both individual and family modalities on a weekly basis as well as an additional weekly DBT consult time.
- Co-facilitate Adolescent DBT Skills Group as group leader.
- Certified Mindfulness-based Cognitive Behavioral Therapy targeting clients with PTSD, somatic complaints, and other mental health diagnoses.
- Participate in Quality Council alongside the CEO, QA Director, and the Directors of 5 Programs to monitor the efficacy of the business and how it impacts the direct care staff.
- A trainer for community agencies, schools, and internal CEU needs, on the topics of trauma, mindfulness, school interventions, and suicide prevention.
- Creates treatment plans with goals and objectives that are behavioral, measurable, and consistent with clinical presentation and generally accepted standards of care in collaboration with child and family.

Education

UNIVERSITY OF NEW HAMPSHIRE
Masters of Social Work - May 2013
GPA: 3.93 - Summa Cum Laude

Internships:
CHILD AND FAMILY SERVICES, Dover, NH
Advanced MSW internship, 2012 - 2013
Hired on as family and individual therapist post-graduation

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Counseled and assisted families and children to provide support, parent education, crisis intervention, and community networking.

- Worked with parents and families towards their reunification or permanency goals through the use of evidence-based interventions.
- Provided youth and adolescents with therapeutic interventions focusing on trauma
- Supported foster families and youth working towards permanency or adoption during the transition period.
- Implemented interventions for adolescents on probation to assist in their individual treatment plan goals.

SEACOAST YOUTH SERVICES, Seabrook, NH
MSW Internship, 2011 - 2012
Provided an array of supports in the Seabrook school district including Seabrook Middle School and Winnacunnet High School.

- Provided therapeutic interventions to individual students during the school day.
- Developed a weekly Girls Group focusing around restoring self-esteem and positive social skills for girls ages ten and eleven.
- Co-facilitated an Adolescent Substance Abuse Program, using Motivational Enhancement & Cognitive Behavioral Therapies.
- Co-facilitated a parent support group for those with children struggling with substance abuse.

NEW ENGLAND COLLEGE
Bachelors of Arts Degree, May 2009
GPA: 3.97 - Summa Cum Laude

References

Fred Richardson, Ph. D – Direct Supervisor at Riverbend for first 5 years
603-491-5583 (h)

Catie Borbotsina, LCMHC, ATR-BC –Coordinator and member of DBT team at Riverbend
(603) 228-0547 (w)
(603) 785-9926 (c)

Krystal Mitkonis, LCMHC – Former colleague at Riverbend and member of the DBT team
(207) 752-6251 (c)

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Person Information

Name: CASEY MCFARLAND, MSW

License Information

License No:	1917	**Profession:**	Mental Health	**License Type:**	Independent Clinical Social Worker
License Status:	Active	**Issue Date:**	2/25/2016	**Expiration Date:**	2/25/2022

Discipline Information

No Discipline Information

Board Disciplinary Action

No Related Documents

No Related Documents

RIVERCOM12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/02/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
3 Executive Park Drive, Suite 300
Bedford, NH 03110
855 874-0123

CONTACT NAME:
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Riverbend Community Mental Health Inc.
PO Box 2032
Concord, NH 03302-2032

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	X COMMERCIAL GENERAL LIABILITY			PHPK2042932	10/01/2019	10/01/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2042929	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB695250	10/01/2019	10/01/2020	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $ $10K							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HCHS20190000171	10/01/2019	02/01/2020	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A		HCHS20190000172	10/01/2019	02/01/2020	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liability			PHPK2042932	10/01/2019	10/01/2020	$1,000,000 Ea. Incident $3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Amy Ordile, LCMHC-Start Date: 9/10/2012.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
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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Granite State Healthcare
and Human Service Trust

PO Box 4197
Concord, NH 03302-4197

Issue Date 02/06/2020

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Certificate Of Insurance

CERTIFICATE HOLDER

Dept. of Health & Human Services
129 Pleasant Street
Concord, NH 03301

Companies Affording Coverage

COMPANY LETTER	A	The Granite State Healthcare And Human Services Self-Insured Group Trust
COMPANY LETTER	B	Midwest Employers Casualty Corp.

This policy is effective on 2/1/2020 12:00 AM, and will expire on 2/1/2021 12:00 AM. This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

COVERAGES

This is to certify that the Workers' Compensation and Employer's Liability Insurance has been issued to the insured named above for the policy period indicated, not withstanding 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.

Type of Insurance/Carrier	Policy Number	Policy Effective	Policy Expiration	LIMITS	
Workers' Compensation & Employer's Liability The Granite State Healthcare And Human Services Self-Insured Group Trust	HCHS20200000230	2/1/2020 12:00 AM	2/1/2021 12:00 AM	W/C Statutory Limits E.L. Each Accident E.L. Disease - Pol Limit E.L. Disease - Each Emp	 $1,000,000 $1,000,000 $1,000,000
Excess Insurance Midwest Employers Casualty Corp	ewc009477	2/1/2020 12:00 AM	2/1/2021 12:00 AM	Workers' Compensation Employer's Liability	Statutory $1,000,000

Description of Operations:

☐ Excluded Officer

Covering operations of the insured during the policy term. Per NH Law, additional insured and waiver of subrogation are not allowed on workers' comp. COIs.

MEMBER

Riverbend Community Mental Health, Inc.
3 North State Street
Concord, NH 03301

CANCELLATION

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

02/06/2020

Authorized Representative Date

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT #1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Casey McFarland, LICSW, Contractor, Riverbend Community Mental Health Center, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Casey McFarland, LICSW, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Riverbend Community Mental Health Center, 105 Loudon Road, Bldg. 3, Concord, NH 03301 (hereafter referred to as the Employer), and is working full-time at Riverbend Community Mental Health Center, 105 Loudon Road, Bldg. 3, Concord, NH 03301 (hereafter referred as the Practice Site).

2. The Practice Site is a Community Mental Health Center located in Merrimack County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $20,000 over the service term. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2022. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. The Department is exercising its option to extend the Contractor an additional two years upon satisfactory delivery of services, availability of funding, and the remaining loan obligation of the Contractor with the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

7. The Contractor will be paid by the State in eight payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $2500 of providing services obligated under this contract.
    b. Second payment of $2500 of providing services obligated under this contract.
    c. Third payment of $2500 of providing services obligated under this contract
    d. Fourth payment of $2500 of providing services obligated under this contract.
    e. Fifth payment of $2500 of providing services obligated under this contract.
    f. Sixth payment of $2500 of providing services obligated under this contract.
    g. Seventh payment of $2500 of providing services obligated under this contract.
    h. Eighth payment of $2500 of providing services obligated under this contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Lisa K. Madden
83968E16890F4CC... 9/13/2020

Lisa Madden, CEO — Date
Riverbend Community Mental Health Center

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

_____
Notary Public

DocuSigned by:
Casey McFarland
2AF8C00C0E8645B... 9/10/2020

Casey McFarland, LICSW — Date
Riverbend Community Mental Health Center

DocuSigned by:
Alisa Druzba
8CCE65F17A714E9... 9/14/2020

Alisa Druzba, Section Administrator — Date
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program-(SLRP-2020-DPHS-01-REPAY-37)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Kelley L. Watkins		1.4 Contractor Address 388 New Hampton Road, Sanbornton, NH 03269	
1.5 Contractor Phone Number 603-217-7524	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/22	1.8 Price Limitation $12,500
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Kelley L. Watkins 37DAD8652E74473... Date: 9/14/2020		1.12 Name and Title of Contractor Signatory Kelley L. Watkins APRN	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D938DBFB8CA54A0... Date: 9/14/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D9CA9202E32C4AE... On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS KLW
Date 9/14/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

DS

Contractor Initials

Date 9/14/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials KW

Date 9/14/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials KW

Date 9/14/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials KW
Date 9/14/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Kelley L. Watkins, APRN (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

DS

Contractor Initials KLW

Date 9/14/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

Contractor Initials DS

Date 9/14/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS

Date 9/14/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or.the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

DS

Contractor Initials KW

Date 9/14/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Kelley L. Watkins
87DAB0050E744F0...

9/14/2020
Date

Name: Kelley L. Watkins
Title: APRN

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS

Date 9/14/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Kelley L. Watkins
37BADB95CE74453

9/14/2020
Date

Name: Kelley L. Watkins
Title: APRN

DS
KLW

Contractor Initials
9/14/2020
Date

DocuSign Envelope ID: D76BB36C-8319-4717-AE94-D3B1BCEE04C7

Kelley L. Watkins, MS, APRN, FNP-BC

Objectives

My goal as a Nurse Practitioner is to provide high quality primary care for patients throughout the lifespan within the context of a collaborative interdisciplinary practice. My special interests include the acute and long term care of people with disabilities and/or complex chronic conditions.

Education

University of New Hampshire, Durham, NH, Family Nurse Practitioner Program, Master of Nursing, May, 2014

Stratham Technical College, Stratham, NH, Associate of Science: Registered Nurse

University of New Hampshire, Durham, NH, Bachelor of Science: Biochemistry

Experience

Primary Care Nurse Practitioner

Midstate Health Center, Bristol, New Hampshire 2014-Present

- Acute, chronic and preventive ambulatory care within the context of a medical home for children and adults.
- Collaborative pilot program with Lakes Region Mental Health Center bringing primary care services into the mental health center for individuals diagnosed with severe persistent mental illness.

Home Infusion Nurse Specialist

Bioscrip Infusion Solutions, Bedford, New Hampshire 2012 –2014

- In home infusion therapy and intrathecal pump refill including chemotherapy, antibiotics, biologics, immune modulating agent and steroids
- Initial patient and home assessment
- Ongoing patient and caregiver education

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Kelley L. Watkins, MS, APRN, FNP-BC

• • •

Primary Care Nurse Case Manager 2002 -2012

Personal Touch Home Care, Auburn, New Hampshire

- Development and implementation of individualized patient-centered care plans for dual eligible Medicaid/Medicare participants
- Coordination and supervision of multidisciplinary team in compliance with Medicaid and Medicare regulations
- Provision of direct patient services including acute, chronic, wound and palliative care
- Fostered independence and maximized quality of life in the home environment
- Supervision and education of caregiver team members
- Education and mentoring of nursing students

Circulating Nurse for the Cardio-thoracic Surgical Suite 2000-2002

Concord Hospital, Concord New Hampshire

- Responsibility for surgical suite preparation utilizing aseptic technique
- Maintained thorough documentation of surgical procedures.

Primary Care Nurse Case Manager 1996 -2000

Personal Touch Home Care, Auburn, New Hampshire

- Same duties as in 2002- 2012

Cardiac Nurse Specialist 1994 – 1996

Frisbee Memorial Hospital, Rochester, New Hampshire

- Inpatient telemetry charge nurse
- Cardiac stress testing
- Ambulatory cardio-pulmonary rehabilitation

Additional Competencies

- Proficiency with Medicaid and Medicare Regulations
- Electronic Medical Record systems

Licenses and Certifications

New Hampshire: APRN and RN
ANCC Family Nurse Practitioner board certification
Basic Life Support

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nh.gov Licensing Home

Person Information

Name: KELLEY L WATKINS

License Information

License No: 039552-23 **Profession:** Nursing **License Type:** APRN-NP-Family
License Status: Active **Issue Date:** 9/24/2014 **Expiration Date:** 7/7/2021

All ARNP license numbers have been converted to xxxxxx-23. There will no longer be a category distinct license number (xxxxxx-23-xx). Any questions, please contact the Board office.

Discipline Information

No Discipline Information

Board Action

No Related Documents

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.

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CERTIFICATE OF LIABILITY INSURANCE

Date: 10/01/19

Administrator:
New England Special Risks, Inc.
60 Prospect St.
Sherborn, Ma. 01770
Phone: (508) 561-6111

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURERS AFFORDING COVERAGE

Insurer A:	Medical Protective Insurance Co.
Insurer B:	AIM Mutual Insurance Co.
Insurer C:	
Insurer D:	
Insurer E:	

Insured:
Mid-State Health Center
101 Boulder Point Dr.- Suite 1
Plymouth, NH. 03264

Coverages

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 the 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, aggregate limits shown may have been reduced by paid claims.

INS. LTR.	TYPE OF INSURANCE	POLICY NUMBER	Policy Effective Date	Policy Expiration Date	LIMITS		
A	General Liability ☑ Commercial General Liability ☐ Claims Made ☑ Occurrence ☐ ☐ General Aggregate Limit Applies Per: ☑ Policy ☐ Project ☐ Loc	HN 030313	10/1/2019	10/1/20209	Each Occurrence	$	1,000,000
					Fire Damage (Any one fire)	$	50,000
					Med Exp (Any one person)	$	5,000
					Personal & Adv Injury	$	1,000,000
					General Aggregate	$	3,000,000
					Products - Comp/Op Agg	$	1,000,000
	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ _____				Combined Single Limit (Each accident)	$	
					Bodily Injury (Per person)	$	
					Bodily Injury (Per accident)	$	
					Property Damage (Per accident)	$	
	Garage Liability ☐ Any Auto ☐				Auto Only - Ea. Accident	$	
					Other Than Auto Only: Ea. Acc	$	
					Other Than Auto Only: Agg	$	
	Excess Liability ☐ Occurrence ☐ Claims Made ☐ Deductible ☐ Retention $				Each Occurrence	$	
					Aggregate	$	
						$	
						$	
						$	
B	Workers Compensation and Employers' Liability	ECC-4000079	10/1/2019	10/1/2020	☑ Statutory Limits ☐ Other		
					E.L. Each Accident	$	500,000
					E.L. Disease-Ea. Employee	$	500,000
					E.L. Disease - Policy Limit	$	500,000
A	Medical Professional Liability	HN 030313	10/1/2019	10/1/2020	$1,000,000 Per Claim $3,000,000 Aggregate		

Description of operations/vehicles/exclusions added by endorsement/special provision

Evidence of Current Liability and Worker Compensation Coverage for the Insured and Its Employees Kelley Watkins APRN, Kelly Perry APRN and Amy McCormack APRN.

Certificate Holder

State of New Hampshire
Dept. of Health and Human Services
129 Pleasant St.
Concord, NH. 03301

Should any of the above policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT #1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Kelley L. Watkins, APRN, Contractor, Mid-State Health Center, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Kelley L. Watkins, APRN, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Mid-State Health Center, 101 Boulder Point Drive, Plymouth, NH 03264 (hereafter referred to as the Employer), and is working full-time at Mid-State Health Center, 100 Robie Road, Bristol, NH 03222 (hereafter referred as the Practice Site).

2. The Practice Site is a Federally Qualified Health Center located in a Health Professional Shortage Area. The geographic area to be served is in Grafton County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $12,500 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed $7,500. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2022. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. The Department is exercising its option to extend the Contractor an additional two years upon satisfactory delivery of services, availability of funding, and the remaining loan obligation of the Contractor with the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

7. The Contractor will be paid by the State in eight payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $1,562 of providing services obligated under this contract.
    b. Second payment of $1,562 of providing services obligated under this contract.
    c. Third payment of $1,562 of providing services obligated under this contract
    d. Fourth payment of $1,562 of providing services obligated under this contract.
    e. Fifth payment of $1,563 of providing services obligated under this contract.
    f. Sixth payment of $1,563 of providing services obligated under this contract.
    g. Seventh payment of $1,563 of providing services obligated under this contract.
    h. Eighth payment of $1,563 of providing services obligated under this contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Robert MacLeod
0CA66BE8985A490...

9/14/2020

Robert MacLeod, CEO
Mid-State Health Center

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

_____
Notary Public

DocuSigned by:
Kelley L. Watkins
07BAD0052E744F8...

9/14/2020

Kelley L. Watkins, APRN
Mid-State Health Center

Date

DocuSigned by:
Alisa Druzba
8CCE65F17A714E9...

9/14/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program-(SLRP-2020-DPHS-01-REPAY-38)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Melissa DiNoto		1.4 Contractor Address 28L Juniper Road, Derry, NH 03038	
1.5 Contractor Phone Number 603-548-7505	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/22	1.8 Price Limitation $10,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Melissa DiNoto FC0122058BAAFC8... Date: 9/13/2020		1.12 Name and Title of Contractor Signatory Melissa DiNoto LADC	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D938DBFB8CA5AA0... Date: 9/14/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D5CA9202E32C4AE... On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS MD
Date ~~9/13/2020~~

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials DS MD
Date 9/13/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

DS
Contractor Initials MD
Date 9/13/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials MD
Date 9/13/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Melissa DiNoto, LADC (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

DS

Contractor Initials MD

Date 9/13/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

DS

Contractor Initials MD

Date 9/13/2020

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS MD

Date 9/13/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

Contractor Initials DS MD

Date 9/13/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Melissa DiNoto
F6032B05B9A4C9...

9/13/2020
Date

Name: Melissa DiNoto
Title: LADC

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Melissa DiNoto

9/13/2020
Date

Name: Melissa DiNoto
Title: LADC

DS
MD

Contractor Initials

9/13/2020
Date

DocuSign Envelope ID: C49BCA5B-4302-401C-B849-8BEEBD23CB59

Melissa DiNoto BA LADC

28L Juniper Rd
Derry NH 03038

Areas of Specialty:

- NH LADC
- CPI Certified (Crisis Prevention Intervention)
- Substance Use & Co-occurring Disorders
- Domestic Violence/Sexual Assault/Trauma Services
- Group/Individual Therapy Facilitation
- Teamwork and Communication
- Strong Leadership skills
- Efficient with NH WITS, SMART EHR Systems
- NH Notary of the Public

Education:

Masters in Social Work — *August 2017- Current*
University of New Hampshire

Graduate Program: Community Mental Health — *September 2010- January 2011*
Southern New Hampshire University

Bachelor of Arts in Psychology — *September, 2007 - September, 2010*
University of New Hampshire

University of Nevada, Las Vegas — *August, 2003 - May, 2006*
Major: Psychology

Experience:

Families in Transition-Family Willows — **September 2014- Current**
Intake Coordinator

- Completes LADC evaluations (up to 15 per week) using the DENS ASI on site and at the Hillsborough County Department of Corrections Facility.
- Facilitate Group Therapy for a co-occurring intensive outpatient program that specializes in trauma informed services.
- Treatment Coordination for a designated case load of high risk clients.
- Outreach coordinating with other community agencies by attending city collaboration meetings, college organized events, and NH provider's conferences.
- Completed clinical evaluations with Insurance providers to get prior authorization and concurrent reviews to cover behavioral health services.

Merrimack River Medical Service — **April 2014-June 2014**
Substance Abuse Clinician

- Intake Services using a biopsychosocial recovery tool to complete assessment and coordinate treatment.
- Caseload of 50+ Patients
- Arranged Guest Dosing and other transition of services with other community and national providers.
- Thorough documentation of all encounters with clients, in addition to reviewing multiple reports regarding treatment progression, evaluations, and the coordination of services.

Habit OPCO — **July 2010-April 2014**
Substance Abuse Clinician

- Responsible for individual counseling for personal caseload of up to 80+ patients.
- Manage/Facilitate multiple (up to 6/weekly) support groups and family counseling sessions.
- Thorough documentation of client's progress during treatment through progress notes, treatment plans; semi- annual evaluations
- Management of client's dosage with intentions to stabilize and progress to an illicit-free life style.

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YWCA NH- "Emily's Place"- Confidential Shelter
Substance Abuse Coordinator & Crisis Counselor **January 2010- July 2010**

- Trained as a crisis direct service advocate; have confidentiality as stated in NH statue 173-c; over 725 direct service crisis intervention hours;
- Manage/facilitate specialized group & individual evidence based curriculum & support groups;
- Responsible for all documentation of client's progress while in shelter; social, personal, vocational, and educational development and adjustment.
- Community Liaison in inner city environment for clients to provide a holistic approach to recovery; community partners include; local law enforcement, DCYF and community-12 step programs.
-

NH Department of Corrections- State Prison for Women
Substance Abuse Case Manager **September 2009- January 2010**

- Coordinated and provided evidence-based substance abuse prevention & treatment counseling with incarcerated females;
- Implemented 28 day program to incarcerated females & analyzed pre & post evaluations for successful program measurements & outcomes.
- Provided case management for incarcerated females duties included; intake evaluations, relapse prevention groups, team member of Substance Abuse Services (SAS), coordinated Shea farm (halfway house) re-entry services & created housing manual.

Hillcrest Terrace- Goffstown, NH
Community Events Volunteer **September 2009- May 2009**

- Built and maintained key community relationships with community partners;
- Demonstrated organizational and time management skills;
- Facilitated group & individualized activities for clients.

Bertucci's Italian Restaurant- Manchester, NH
Shift Supervisor, Bartender, Waitress **June 2006- August 2011**

- Exceptional analytical and statistical knowledge using general mathematical skills;
- Train service staff to enhance customer service and increase profits through suggestive selling;

Accomplishments:

- Current NH License Alcohol and Drug Counselor since February 12, 2015.
- Coalition for Mental Health and the Justice System at Hillsborough County Department of Corrections
- Crisis Prevention Intervention Certified
- CPR Certified
- Implemented the "Recovery Zone at Emily's Place- Confidential DV Shelter.
- Women's Leadership Training Institute; "Re-teaching effective leadership to women in recovery."
- Trained in Lethality Assessment Program through Manchester, NH Police Department.
- Attended multiple trainings regarding trauma, co-occurring and substance use disorders.
- Undergraduate Research Conference; 2009.
- Dean's List UNH: 2008, 2009, and 2010.
- 100+ words per minute typing ability
- Worked with multiple computer programs (SMART, WTS, MICROS, QUICKBOOKS)
- Efficient in Microsoft Outlook, Word, Excel, Power point
- NH Notary of the Public (Valid 10/21/2020)

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NEW HAMPSHIRE
Online Licensing

nh.gov
Licensing
Home

Person Information

Name: MELISSA DINOTO

License Information

License No:	0947	**Profession:**	Alcohol and Other Drug Use	**License Type:**	Licensed Alcohol & Drug Counselor
License Status:	Active	**Issue Date:**	2/12/2015	**Expiration Date:**	6/30/2022

No Related Documents

DocuSign Envelope ID: C49BCA5B-4302-401C-B849-8BEEBD23CB59

FAMIINT-01

DBEAUDOIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/26/2019

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 have ADDITIONAL INSURED provisions or 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, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME: sn
PHONE (A/C, No, Ext): (603) 225-6611 FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	23850
INSURER B : Granite State Health Care & Human Services Self Insured Group	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
FIT/NHNH, Inc.
122 Market St
Manchester, NH 03101

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			PHPK2077895	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			PHPK2077898	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			PHUB705694	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$
								$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20200000187	2/1/2020	2/1/2021	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liabili			PHPK2077895	1/1/2020	1/1/2021	Each Occurrence	1,000,000
A	Professional Liabili			PHPK2077895	1/1/2020	1/1/2021	Aggregate	3,000,000

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

CERTIFICATE HOLDER

State of NH, Department of Health & Human Services
129 Pleasant Street
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
Denise P. Beaudois

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT #1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Melissa DiNoto, LADC, Contractor, Families in Transition, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Melissa DiNoto, LADC, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Families in Transition, 122 Market Street, Manchester, NH 03101 (hereafter referred to as the Employer), and is working full-time at Families in Transition – New Horizons, 161 S. Beech Street, Manchester, NH 03103 (hereafter referred as the Practice Site).

2. The Practice Site is a Substance Use Disorder Treatment Center funded in part by the State of New Hampshire Department of Health and Human Services. The geographic area to be served is in Hillsborough County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $10,000 over the service term. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2022. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. The Department is exercising its option to extend the Contractor an additional two years upon satisfactory delivery of services, availability of funding, and the remaining loan obligation of the Contractor with the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

7. The Contractor will be paid by the State in eight payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $1,250 of providing services obligated under this contract.
    b. Second payment of $1,250 of providing services obligated under this contract.
    c. Third payment of $1,250 of providing services obligated under this contract
    d. Fourth payment of $1,250 of providing services obligated under this contract.
    e. Fifth payment of $1,250 of providing services obligated under this contract.
    f. Sixth payment of $1,250 of providing services obligated under this contract.
    g. Seventh payment of $1,250 of providing services obligated under this contract.
    h. Eighth payment of $1,250 of providing services obligated under this contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Stephanie Savard
3CACBDE8CEDD4AD...

9/14/2020

Stephanie Savard, COO
Families in Transition

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Melissa DiNoto
EC032205899A4C9...

9/13/2020

Melissa DiNoto, LADC
Families in Transition

Date

DocuSigned by:
Alisa Druzba
8CCE85E17A714E9...

9/14/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program-(SLRP-2020-DPHS-01-REPAY-39)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Sarah Fenton		1.4 Contractor Address 175 Pinewood Crossing Sanbornville, NH 03872	
1.5 Contractor Phone Number 603-817-4784	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/22	1.8 Price Limitation $20,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Sarah Fenton E08A7514B000430... Date: 9/14/2020		1.12 Name and Title of Contractor Signatory Sarah Fenton LICSW	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris B900BDFD8GA54A0... Date: 9/14/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D5CA0203E32C4AE... On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS SF
Date 9/14/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS SF

Date 9/14/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials SF
Date 9/14/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Sarah Fenton, LICSW (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Contractor Initials DS SF

Date 9/14/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

Contractor Initials DS SF

Date 9/14/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS SF

Date 9/14/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

DS

Contractor Initials SF

Date 9/14/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Sarah Fenton
E08A7514B860438...

9/14/2020
Date

Name: Sarah Fenton
Title: LICSW

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

DS SF

Contractor Initials _____

Date 9/14/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Sarah Fenton
500A7E14D668430

9/14/2020
Date

Name: Sarah Fenton
Title: LICSW

DS
SF

Contractor Initials

9/14/2020
Date

DocuSign Envelope ID: 1274F885-E9E8-4B87-B89C-ED969AD0BA8A

Sarah Fenton, LICSW

175 Pinewood Crossing · Sanbornville, NH 03872 ·

EDUCATIONAL QUALIFICATIONS:

Licensed Independent Clinical Social Worker, March 2016
Master of Social Work, University of New Hampshire, May 2013

CERTIFICATIONS:

MATCH-ADTC Trainer/Supervisor
Trauma Focused CBT
RENEW
Circle of Security: Parent-Infant Attachment

PROFESSIONAL EXPERIENCE:

Dec 2018- Present **Northern Human Services**, Wolfeboro, New Hampshire,
Carroll County Clinical Director

- Supervise Licensed and Licensed eligible staff
- Supervise and train MATCH staff
- Provide individual and family counseling to adults, children, and families
- Collaborate with community agencies
- Address client complaints and staff concerns

October 2013- Dec 2018 **Northern Human Services**, Wolfeboro, New Hampshire,
Outpatient Clinician/Clinical Supervisor

- Provide individual and family counseling to adults, children, and families
- Utilize a variety of treatment approaches including but not limited to Trauma Focused Cognitive Behavior Therapy, play therapy, Child Parent Psychotherapy, crisis intervention, Dialectical Behavioral Therapy
- Complete biopsychosocial assessments
- Develop therapeutic treatment plans
- Contract with Huggins Hospital providing Emergency Services
- Attend continuing education trainings to build skills and professional development

March 2012-- June 2012 **Hampton Academy**, Hampton, New Hampshire,
Interim Guidance Counselor

- Provided individual and group counseling to adolescents
- Developed 504 Accommodation Plans and facilitated plan meetings
- Participated in special education meetings to assist in IEP goal development
- Worked in collaboration with teachers and school staff to support at-risk students in the classroom
- Utilized a variety of treatment approaches including but not limited to crisis management, positive behavior interventions and supports, art, adventure therapies, and drug and alcohol psychoeducation

Sept. 2008 – March 2012 **Community Partners Early Supports and Services**, Dover, New Hampshire,
Social Worker/Intake Coordinator

- Provided family-centered case management services including home visits to at-risk families
- Provided counseling and infant mental health services to families
- Facilitated parent support group for parents of children with developmental delays and disabilities
- Conducted family intake assessments and interdisciplinary child development evaluations
- Developed and implemented Individualized Family Support Plans to produce measurable outcomes

DocuSign Envelope ID: 1274F885-E9E8-4B87-B89C-ED969AD0BA8A

nh.gov Licensing Home

Person Information

Name: SARAH ELIZABETH FENTON, MSW

License Information

License No:	1921	**Profession:**	Mental Health	**License Type:**	Independent Clinical Social Worker
License Status:	Active	**Issue Date:**	3/7/2016	**Expiration Date:**	3/7/2022

Discipline Information

No Discipline Information

Board Disciplinary Action

No Related Documents

No Related Documents

DocuSign Envelope ID: 1274F885-E9E8-4B87-B89C-ED969AD0BA8A

Client#: 1010836 NORTHHUM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/01/2020

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
3 Executive Park Drive, Suite 300
Bedford, NH 03110
855 874-0123

CONTACT NAME: Christine.Skehan
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
E-MAIL ADDRESS: Christine.Skehanusi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	32204
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Northern Human Services, Inc.
87 Washington Street
Conway, NH 03818-6044

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	X COMMERCIAL GENERAL LIABILITY			PHPK2115695	03/31/2020	03/31/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2115690	03/31/2020	03/31/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB716917	03/31/2020	03/31/2021	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Entity Prof			PHPK2115695	03/31/2020	03/31/2021	1,000,000/3,000,000	
	Phys Prof			PHPK2115695	03/31/2020	03/31/2021	1,000,000/3,000,000	
	Occurrence form							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence.
Physicians do not share in entity Prof Liab limits.
Physicians have their own separate Limits of insurance.
Evidence of Insurance.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
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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Client#: 1010836 NORTHHUM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/09/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
3 Executive Park Drive, Suite 300
Bedford, NH 03110
855 874-0123

CONTACT NAME: Christine.skehan
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
E-MAIL ADDRESS: Christine.skehan@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NH Employers Insurance Company	13083
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Northern Human Services, Inc.
87 Washington Street
Conway, NH 03818-6044

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ECC60040004322019A	09/30/2019	09/30/2020	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.
Evidence of Insurance.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
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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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT #1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Sarah Fenton, LICSW, Contractor, Northern Human Services, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Sarah Fenton, LICSW, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Northern Human Services, 25 West Main Street, Conway, NH 03818 (hereafter referred to as the Employer), and is working full-time at Northern Human Services, 70 Bay Street, Wolfeboro, NH 03894, as well as 25 West Main Street, Conway, NH 03818 (hereafter referred as the Practice Sites).

2. The Practice Sites are a Community Mental Health Center located in Carroll County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $20,000 over the service term. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2022. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. The Department is exercising its option to extend the Contractor an additional two years upon satisfactory delivery of services, availability of funding, and the remaining loan obligation of the Contractor with the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

7. The Contractor will be paid by the State in eight payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $2500 of providing services obligated under this contract.
    b. Second payment of $2500 of providing services obligated under this contract.
    c. Third payment of $2500 of providing services obligated under this contract.
    d. Fourth payment of $2500 of providing services obligated under this contract.
    e. Fifth payment of $2500 of providing services obligated under this contract.
    f. Sixth payment of $2500 of providing services obligated under this contract.
    g. Seventh payment of $2500 of providing services obligated under this contract.
    h. Eighth payment of $2500 of providing services obligated under this contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT ATTACHMENT #1

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Eric Johnson
384F15CCBBD0418...

9/14/2020

Eric Johnson, CEO
Northern Human Services

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Sarah Fenton
E08A7514B668430...

9/14/2020

Sarah Fenton, LICSW
Northern Human Services

Date

DocuSigned by:
Alisa Druzba
8CCE65F17A714E9...

9/14/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program-(SLRP-2020-DPHS-01-REPAY-41)

> Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Susan Gordon		1.4 Contractor Address 299 Little Bay Road, Newington, NH 03801	
1.5 Contractor Phone Number 603-817-0692	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/22	1.8 Price Limitation $18,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Susan Gordon B237AC8E51174E7... Date: 9/11/2020		1.12 Name and Title of Contractor Signatory Susan Gordon LICSW, MLADC	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D938DBFB6CA54AD... Date: 9/14/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: ... 05CA9202E32C4AE... On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS SG
Date ~~9/11/2020~~

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

DS

Contractor Initials SG

Date 9/11/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials SG
Date 9/11/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Susan Gordon, LICSW, MLADC (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Contractor Initials DS SG

Date 9/11/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

Contractor Initials DS SG

Date 9/11/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS SG

Date 9/11/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

DS

Contractor Initials SG

Date 9/11/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Susan Gordon
B237A0BE51174E7...

9/11/2020
Date

Name: Susan Gordon
Title: LICSW, MLADC

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS SG

Date 9/11/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Susan Gordon
0337ACDE64174E7...

9/11/2020
Date

Name: Susan Gordon
Title: LICSW, MLADC

DS
SG

Contractor Initials

9/11/2020
Date

DocuSign Envelope ID: 85183618-59BB-4700-B8BA-9A0F56F40250

Susan M. Gordon

299 Little Bay Rd., Newington, NH 03801

OBJECTIVE:

Experienced, licensed, clinical social worker and substance misuse counselor, working in integrated health care in a primary care setting, seeking opportunity as adjunct teaching instructor in a Masters Level Social Work Program

EDUCATIONAL BACKGROUND

Master Licensed Alcohol and Drug Counselor, NH #875,
1/2012
Independent Clinical Social Worker, NH #1675, 9/1/2012
Bachelor of Arts in Social Work, Cum Laude, UNH, 5/2008
Master in Social Work, Advanced Standing, UNH, 5/2010

PROFESSIONAL EXPERIENCE

MSW Advanced Clinical Work - 2009 - 2010 / ACT (Assertive Community Treatment) in Child, Adolescent and Adult ACT Programs at Counseling Services Inc., Kittery, ME

- Provided 1: 1 clinical and therapeutic interventions for individuals and families needing mental
  health and crisis stabilization, in home, school and office settings
- Collaborated with clients to formulate their treatment plan goals
- Provided a valuable link to community resources for individuals and their families
- Worked as part of an clinical team with a comprehensive approach to mental health services

Krempels Brain- Injury Foundation in Portsmouth, NH, BSW intern, 2007-2008

- Facilitated support groups for survivors of traumatic brain injury and their caregivers
- Provided 1: 1 support and case management services to survivors of TBI and their families
- Worked closely with other professionals as part of an interdisciplinary approach to treating survivors of TBI
- Reviewed grant applications to insure that criteria for funding approval was met
- Advocated for TBI survivors and their families on a community level

Crossroads House Shelter for the Homeless, Portsmouth, NH, BSW Intern, 1997

- Conducted intake interviews and assessments of individuals and families in need of emergency shelter
- Provided support and guidance to individuals and families in crisis and assisted them in their transition process

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PROFESSIONAL WORK EXPERIENCE

Director of Behavioral Health Services – Goodwin Community Health Center 1/2016-present

- Provides psychological assessment and psychotherapy to patients
- Oversees the Intensive Outpatient Program and Medication Assistance Therapy in conjunction with designated medical provider
- Supervises staff of above two programs, along with other BH therapists
- Reviews behavioral health data and participates in project charters with behavioral health component
- Facilitates monthly behavioral health meetings
- Assists with risk management activities
- Assists Human Resources with recruitment and retention
- Policy development and updates for clinical and administration procedures

Adjunct faculty position - University of New Hampshire – Masters of Social Work Program 9/15-12/15

Behavioral Health Therapist – Goodwin Community Health Center, Somersworth, NH, 10/ 2013-present

- Collaborate with other health care staff on patient treatment plans
- Participate in design and implementation of integrated health care protocols
- Complete clinical documentation
- Attend and participate in meetings as deemed necessary
- Consult with other staff re: patient mental health needs
- Participate in and conduct educational in-service trainings
- Assess patient needs for community resources
- Focus on methods and skills dealing with patient's mental health issues

Therapist in Integrated Care at Wentworth Health Partners, Dover, NH 5/2014-10/ 2014 (contract between GBMHA and WDH)

- Conducted intake assessments
- Provided individual, couples and family therapy
- Participated in clinical peer supervision
- Provide Licensed Alcohol and Drug Assessments
- Collaborated with providers and other community professional regarding patient care

Outpatient Therapist - Great Bay Mental Health Associates, Somersworth, NH, 8/2013 – 10/2014

- Conducted intake assessments
- Provided individual, couples and family therapy
- Participated in clinical peer supervision
- Provide Licensed Alcohol and Drug Assessments
- Collaborated with other community professionals about patient care

Therapist in Intensive Outpatient Program for Co-occurring Substance Abuse and Mental

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Health Disorders at Families in Transition in Manchester, NH 5/2010-8/2013

- Facilitated weekly treatment groups for women with co-occurring mental health and Substance misuse disorders
- Provided individual therapy services to individuals in the intensive outpatient program
- Facilitated personal assessment interviews for incoming participants
- Provided crisis assessment and intervention
- Facilitated access to community social services and resources
- Supervised Master level interns
- Documented progress notes, collateral contacts, intakes, incident reports and referrals
- Facilitated and participated in team meetings
- Provided after hours emergency pagers coverages for clients in crisis

Social Worker at Exeter on Hampton Rehab and Long Term Care Facility in Exeter, NH 5/2008 -8/2009

- Conducted biopsychosocial assessments
- Designed and implemented psychosocial plan of care for patients and residents
- Documented psychosocial assessments for Medicaid/Medicare purposes
- Assisted with discharge planning and long term care transitioning
- Worked as part of a cohesive multidisciplinary, clinical team
- Facilitated Care Plan meetings involving patients, family members and interdisciplinary team

Public Safety Dispatcher, Dover Police Department, Dover, NH 1/1984-8/2007

- Provided exceptional service in public safety communications for police and fire agencies
- Projected a calm, confident demeanor under stressful circumstances
- Accurately processed difficult situations and provided the proper course of action
- Demonstrated the emotional maturity and stability to work in a highly responsible environment

ADMINISTRATIVE AND TEACHING EXPERIENCE

Adjunct Faculty, SW 830 Graduate Social Work Practice 1

UNIVERSITY OF NEW HAMPSHIRE, Department of Social Work, August 2015 - current

- Develop, coordinate, implement, and facilitate weekly lectures, assignments, and classroom exercises for first year MSW graduate students.
- Evaluate, review, and provide written feedback on all student assignments.

AWARDS:

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Awarded Dover Police Department's Employee of the Year award for exceptional service

DocuSign Envelope ID: 85183618-59BB-4700-B8BA-9A0F56F40250

nh.gov Licensing Home

Person Information

Name: SUSAN M GORDON, MSW

License Information

License No:	1675	**Profession:**	Mental Health	**License Type:**	Independent Clinical Social Worker
License Status:	Active	**Issue Date:**	9/24/2012	**Expiration Date:**	9/24/2022

Discipline Information

No Discipline Information

Board Disciplinary Action

No Related Documents

No Related Documents

DocuSign Envelope ID: 85183618-59BB-4700-B8BA-9A0F56F40250

NEW HAMPSHIRE
Online Licensing

nh.gov
Licensing
Home

Person Information

Name: SUSAN GORDON

License Information

License No:	0875	**Profession:**	Alcohol and Other Drug Use	**License Type:**	Master Licensed Alcohol & Drug Counselor
License Status:	Active	**Issue Date:**	5/10/2012	**Expiration Date:**	6/30/2022

No Related Documents

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GOODCOM-01 JTHAMM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/10/2020

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 have ADDITIONAL INSURED provisions or 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 License # AGR8150
Clark Insurance
One Sundial Ave Suite 302N
Manchester, NH 03103

CONTACT NAME: Bret Cote
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: bcote@clarkinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Tri-State Insurance Company of Minnesota	31003
INSURER B : Acadia	31325
INSURER C : Technology Insurance Company	42376
INSURER D : AIX Specialty Insurance Co	12833
INSURER E :	
INSURER F :	

INSURED
Greater Seacoast Community Health, Inc.
dba Goodwin Community Health, Families First
SOS Community Organization, Lilac City Pediatrics
311 Route 108
Somersworth, NH 03878

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			ADV5212020-16	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			CAA5331599-12	1/1/2020	1/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			CUA5214125-15	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		TWC3844860	1/1/2020	1/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	FTCA GAP Liability			LIV-A671986-05	1/1/2020	1/1/2021	Each Occurrence	1,000,000
D	FTCA GAP Liability			LIV-A671986-05	1/1/2020	1/1/2021	Aggregate	3,000,000

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

CERTIFICATE HOLDER

NH Department of Health and Human Services
Contracts and Procurement Unit
129 Pleasant Street
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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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT #1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Susan Gordon, LICSW, MLADC, Contractor, Greater Seacoast Community Health, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Susan Gordon, LICSW, MLADC, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Greater Seacoast Community Health, 311 Route 108, Somersworth, NH 03878 (hereafter referred to as the Employer), and is working full-time at Greater Seacoast Community Health, 311 Route 108, Somersworth, NH 03878 (hereafter referred as the Practice Site).

2. The Practice Site is a Federally Qualified Health Center located in a Health Professional Shortage Area. The geographic area to be served is in Strafford County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $18,000 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed $2,000. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2022. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. The Department is exercising its option to extend the Contractor an additional two years upon satisfactory delivery of services, availability of funding, and the remaining loan obligation of the Contractor with the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

7. The Contractor will be paid by the State in eight payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $2250 of providing services obligated under this contract.
    b. Second payment of $2250 of providing services obligated under this contract.
    c. Third payment of $2250 of providing services obligated under this contract
    d. Fourth payment of $2250 of providing services obligated under this contract.
    e. Fifth payment of $2250 of providing services obligated under this contract.
    f. Sixth payment of $2250 of providing services obligated under this contract.
    g. Seventh payment of $2250 of providing services obligated under this contract.
    h. Eighth payment of $2250 of providing services obligated under this contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Janet Laatsch
487F176DD2E74E0...

9/11/2020

Janet Laatsch, CEO
Greater Seacoast Community Health

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

_____
Notary Public

DocuSigned by:
Susan Gordon
B237ACBE51174E7...

9/11/2020

Susan Gordon, LICSW, MLADC
Greater Seacoast Community Health

Date

DocuSigned by:
Alisa Druzba
8CCE65F17A714E9...

9/11/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program (SLRP-2020-DPHS-02-REPAY-04)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Amy Jaskolka		1.4 Contractor Address 251 Old Coach Road, New Boston, NH 03070	
1.5 Contractor Phone Number 603-566-1665	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 09/30/23	1.8 Price Limitation $45,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Amy Jaskolka DFFDA901FCDC479... Date: 9/14/2020		1.12 Name and Title of Contractor Signatory Amy Jaskolka LCMHC	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D938DBFB8CA54A0... Date: 9/14/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D6CA0303E23C4AE... On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS ag
Date 9/14/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials DS ag

Date 9/14/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials RS ag

Date 9/14/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Contractor Initials
Date 9/14/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials ag

Date 9/14/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Amy Jaskolka, LCMHC (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

DS

Contractor Initials aj

Date 9/14/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

DS

Contractor Initials aj

Date 9/14/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS ag

Date 9/14/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

DS

Contractor Initials ag

Date 9/14/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Amy Jaskolka
DFFDA901F0D0470...

9/14/2020
Date

Name: Amy Jaskolka
Title: LCMHC

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS aj

Date 9/14/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Amy Jaskolka
DFFDA001FCDC470...

9/14/2020
Date

Name: Amy Jaskolka
Title: LCMHC

DS
aj

Contractor Initials

9/14/2020
Date

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Amy E. Jaskolka

251 Old Coach Road, New Boston, NH 03070

EXPERIENCE:

Clinician, February, 2015 – Present, **Riverbend CMHC, Concord, NH**

- Provide therapeutic interventions with SMI and SPMI populations utilizing various interventions, i.e. DBT, CBT, ACT, etc.
- Meet with potential new clients to complete in-depth intake process, preparation of necessary eligibility paperwork and presentation at weekly disposition
- Member of interdisciplinary team including licensed therapists and psychologist
- Crisis intervention services
- Develop and facilitate psychoeducational trainings – Eating Disorders
- CEDS candidate – provide therapeutic interventions for ED population
- RO-DBT Level I Clinician candidate –provide new evidenced based treatment

Case Manager, March, 2013 – February, 2015, **Riverbend CMHC, Concord, NH**

- Maintain case load of 33 clients; responsible for coordination and monitoring of community services for individual diagnosed with Severe and Persistent Mental Illness
- Identify client needs, goals, strengths, abilities and preferences in treatment and recovery
- Responsible for risk assessment, treatment planning, counseling, crises intervention, client education, community referrals, record keeping, and consultation with other professionals regarding client's treatment and services

Legal Assistant, June, 2000 – March, 2013 **Gaumont Law Office, Merrimack, NH &**
Getman, Schulthess & Steere, Manchester, NH

- Procure and review medical records in areas of medical malpractice
- Preparation of initial pleadings documents for submission to Court in the areas of insurance defense
- Trial preparation such as preparation of pleadings, conducting research, compiling exhibits and drafting interrogatories, etc.
- General office duties of client reception and contact, scheduling of appointments and meetings, filing and incoming/outgoing calls

Customer Service Rep/Redesign Member, June,1995 – June 2000, **Anthem, Manchester, NH**

- Customer Service Representative for busy, high volume inbound call center in the medical insurance realm
- Direct contact with members answering questions and educating members of health benefits and reviews/adjustments for necessary claims
- Selected member of redesign team for customer service during merger of Matthew Thornton/Anthem
- Data analysis with preparation of proposals and presentations to both intimate and large groups of 100+

EDUCATION:

Masters – Community Mental Health (Co-occurring) (Licensure/MLADC candidate)
2009-2013 – SNHU, Manchester, NH
Bachelor of Arts in Psychology - 2004 – 2008 UNH, Manchester, NH
Certificate of Paralegal Studies - Franklin Pierce College

INTERNSHIPS:

Center for Eating Disorders Management, June, 2012 – October, 2012

- Conduct extensive initial intake and assessment of new patients to determine level of care
- Facilitate group psychoeducational/medical/self-esteem/education tools
- Provide one on one counseling in milieu setting

Cynthia Day Family Center, Nashua, NH, January 2011 – April 2011.

- Counseling with mothers to identify and process substance addiction and establish coping skills
- Co-facilitate female court ordered CHOICES program for alcohol and substance use to develop positive coping and social skills

KeyStone Hall, Nashua, NH – July, 2010 – January, 2011
Norwell House, Nashua, NH - April, 2010 – June, 2010

CERTIFICATION AND SKILLS:

Adult Needs and Strengths Assessment (ANSA) – Certificate
Illness Management and Recovery (IMR) – Certificate
Motivational Interviewing – Certificate
Addictions/Psychiatric Disorders/Personality Disorders/Anxiety Disorders & Post Traumatic Stress Disorder/Case Management – Training
Knowledge of billing and accounting software such as: TIER, Quickbooks, Microsoft Money

References Available Upon Request

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Person Information

Name: AMY E JASKOLKA, MS

License Information

License No: 1229 **Profession:** Mental Health **License Type:** Clinical Mental Health Counselor
License Status: Active **Issue Date:** 1/10/2017 **Expiration Date:** 1/10/2021

Discipline Information

No Discipline Information

Board Disciplinary Action

No Related Documents

No Related Documents

Client#: 1364844 RIVERCOM12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/30/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
3 Executive Park Drive, Suite 300
Bedford, NH 03110
855 874-0123

CONTACT NAME:
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Granite State Healthcare & Human Svs WC	NONAIC
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Riverbend Community Mental Health Inc.
PO Box 2032
Concord, NH 03302-2032

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			PHPK2042932	10/01/2019	10/01/2020	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$3,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			PHPK2042929	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10K			PHUB695250	10/01/2019	10/01/2020	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20190000171 HCHS20190000172	10/01/2019 10/01/2019	02/01/2020 02/01/2020	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liability			PHPK2042932	10/01/2019	10/01/2020	$1,000,000 Ea. Incident $3,000,000 Aggregate	

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

RE: Audrey Clairmont, LICSW.

CERTIFICATE HOLDER

State of New Hampshire,
Department of Health and Human Services
129 Pleasant Street
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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Granite State Healthcare
and Human Service Trust

PO Box 4197
Concord, NH 03302-4197

Issue Date 02/06/2020

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Certificate Of Insurance

CERTIFICATE HOLDER

Dept. of Health & Human Services
129 Pleasant Street
Concord, NH 03301

Companies Affording Coverage

COMPANY LETTER	A	The Granite State Healthcare And Human Services Self-Insured Group Trust
COMPANY LETTER	B	Midwest Employers Casualty Corp.

This policy is effective on 2/1/2020 12:00 AM, and will expire on 2/1/2021 12:00 AM. This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

COVERAGES

This is to certify that the Workers' Compensation and Employer's Liability Insurance has been issued to the insured named above for the policy period indicated, not withstanding 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.

Type of Insurance/Carrier	Policy Number	Policy Effective	Policy Expiration	LIMITS	
Workers' Compensation & Employer's Liability The Granite State Healthcare And Human Services Self-Insured Group Trust	HCHS20200000230	2/1/2020 12:00 AM	2/1/2021 12:00 AM	W/C Statutory Limits E.L. Each Accident E.L. Disease - Pol Limit E.L. Disease - Each Emp	 $1,000,000 $1,000,000 $1,000,000
Excess Insurance Midwest Employers Casualty Corp	ewc009477	2/1/2020 12:00 AM	2/1/2021 12:00 AM	Workers' Compensation Employer's Liability	Statutory $1,000,000

Description of Operations:

☐ Excluded Officer

Covering operations of the insured during the policy term. Per NH Law, additional insured and waiver of subrogation are not allowed on workers' comp. COIs.

MEMBER
Riverbend Community Mental Health, Inc.
3 North State Street
Concord, NH 03301

CANCELLATION
Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

02/06/2020

Authorized Representative Date

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Amy Jaskolka, LCMHC, Contractor, Riverbend Community Mental Health Center, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

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ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Amy Jaskolka, LCMHC, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Riverbend Community Mental Health Center, PO Box 2032, Concord, NH 03301 (hereafter referred to as the Employer), and is working full-time at Riverbend Community Mental Health Center, 10 West Street, Concord, NH 03301 (hereafter referred as the Practice Site).

2. The Practice Site is a Community Mental Health Center in Merrimack County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $45,000 over the service term. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

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i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

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ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $5000 of providing services obligated under this contract.
    b. Second payment of $5000 of providing services obligated under this contract.
    c. Third payment of $5000 of providing services obligated under this contract
    d. Fourth payment of $5000 of providing services obligated under this contract.
    e. Fifth payment of $3750 of providing services obligated under this contract.
    f. Sixth payment of $3750 of providing services obligated under this contract.
    g. Seventh payment of $3750 of providing services obligated under this contract.
    h. Eighth payment of $3750 of providing services obligated under this contract.
    i. Ninth payment of $2500 of providing services obligated under the contract.
    j. Tenth payment of $2500 of providing services obligated under the contract.
    k. Eleventh payment of $2500 of providing services obligated under the contract.
    l. Twelfth and final payment of $2500 of providing services obligated under the contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

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Contractor Initials

9/14/2020

Date _____

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Lisa K. Madden
83968E16890E4CC... 9/14/2020

Lisa Madden, CEO — Date
Riverbend Community Mental Health Center

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Amy Jaskolka
DEFDA901ECDC479... 9/14/2020

Amy Jaskolka, LCMHC — Date
Riverbend Community Mental Health Center

DocuSigned by:
Alisa Druzba
8CCE65E17A714E9... 9/14/2020

Alisa Druzba, Section Administrator — Date
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

DS
aj

Contractor Initials

Date 9/14/2020

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program (SLRP-2020-DPHS-02-REPAY-06)

> Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Audrey J. Wehmeyer		1.4 Contractor Address PO Box 871, Conway, NH 03818	
1.5 Contractor Phone Number 603-726-0936	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 09/30/22	1.8 Price Limitation $15,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Audrey J. Wehmeyer B46A39229AC04D2...	Date 9/13/2020	1.12 Name and Title of Contractor Signatory Audrey J. Wehmeyer PA-C	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D950DDFD0CA54A0...	Date: 9/15/2020	1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D6CA0202E22C4AE...		On: 9/18/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS
Date 9/13/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials DS

Date 9/13/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials AD

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS
Date 9/13/2020

New Hampshire Department of Health and Human Services

Exhibit A
Part Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:
   This agreement has the option for a potential extension of up to one (1) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

DS

Contractor Initials _____

Date 9/13/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Audrey J. Wehmeyer, PA (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

DS

Contractor Initials _____

Date 9/13/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

DS

Contractor Initials

Date 9/13/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS

Date 9/13/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

DS

Contractor Initials

Date 9/13/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Audrey J. Wehmeyer
B48A08200A004D0...

9/13/2020
Date

Name: Audrey J. Wehmeyer
Title: PA-C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS

Date 9/13/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Audrey J. Wehmeyer
D46A332031C94D2...

9/13/2020
Date

Name: Audrey J. Wehmeyer
Title: PA-C

DS
AJW

Contractor Initials
9/13/2020
Date

DocuSign Envelope ID: B8F8801A-4141-4879-A641-319A13F08096

Audrey Wehmeyer

PO Box 357, Madison, NH 03849

EDUCATION

Master of Physician Assistant Studies, Idaho State University, Meridian, ID 08/2014

Bachelor of Science in Biology, Humboldt State University, Arcata, CA 12/2005

EMPLOYMENT

PA-C, Huggins Hospital, OFM and TFM, Tamworth and Ossipee, NH 09/2019 - Present

I work independently in two small family practice clinics seeing patients of all ages. I take histories, do physical exams, order labs and diagnostic imaging, make assessments, treat, prescribe, and refer when appropriate.

PA-C, CompHealth, Northern, NV area 11/2018 – 08/2019

I did locum tenens positions. I worked 2 months for NVHC in Carlin and Austin, NV 4 months for Battle Mountain Clinic in Battle Mountain, NV and 3 months for NVHC in Wendover, NV. I had scheduled visits and took walk-ins. I performed typical family practice PA duties. I had several Spanish speaking patients.

PA-C, Umpqua Health, Roseburg, OR 01/2017 - 05/2018

I worked in a family practice clinic seeing patients of all ages. I performed typical family practice PA duties. I educated as part of all treatments, but took extra time with smoking, diabetes and obesity.

PA-C, River Road Medical Group, Eugene, OR 04/2015 - 05/2016

I worked Independently in a small family practice clinic seeing patients of all ages, mostly Medicaid/Medicare. I performed typical family practice PA duties. I had several Spanish speaking patients.

nh.gov Licensing Home

Person Information

Name: AUDREY JELISE WEHMEYER, PA

Address Information

Address: HUGGINS HOSPITAL 240 SOUTH MAIN ST **City:** WOLFEBORO **Zip:** 03894 **State:** NH
Phone: 6035697500

License Information

License No: 1519 **Profession:** Medicine **License Type:** Physician Assistant (PA)
License Status: Current **Issue Date:** 9/4/2019 **Expiration Date:** 12/31/2020

Remarks

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/10/2020

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 have ADDITIONAL INSURED provisions or 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
Cross Insurance-Portsmouth
75 Portsmouth Blvd.
Suite 100
Portsmouth NH 03801

CONTACT NAME: Paula Martineau, AAI, ACSR
PHONE (A/C, No, Ext): (603) 812-2600 FAX (A/C, No): (603) 570-1073
E-MAIL ADDRESS: pmartineau@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Frankenmuth Mutual Ins Co.	13986
INSURER B: Excelsior Insurance Co.	11045
INSURER C: Medical Mutual Ins Company of Maine	/
INSURER D: Granite State Health Care and Human Services Self-	
INSURER E:	
INSURER F:	

INSURED
Huggins Hospital
240 S Main St
Wolfeboro NH 03894-4411

COVERAGES CERTIFICATE NUMBER: CL19122710123 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			6651428	01/13/2020	01/13/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							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
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA8071943	09/30/2019	09/30/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
C	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			NHUMB000388	10/01/2019	10/01/2020	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20190000105	02/01/2020	02/01/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Physician's Professional Liability/ Hospital's Professional Liability			NHGRP000390 / NHHPL000389	10/01/2019	10/01/2020	Each Claim	1,000,000
							Aggregate	3,000,000

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

Evidence of Insurance - Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

State of New Hampshire, Department of Health and Human Services
129 Pleasant Street
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

Paula Martineau

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Granite State Healthcare
and Human Service Trust

PO Box 4197
Concord, NH 03302-4197

Issue Date: Jan 13, 2020

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

This certificate does not amend, extend or alter the coverage afforded by the policies below.

Certificate of Insurance

Certificate Holder

Laura Stauss
Huggins Hospital
240 South Main Street
Wolfeboro, NH 03894

Companies Affording Coverage

Company Letter A	Granite State HC&HS Trust
Company Letter B	Midwest Employers Casualty Corp.

This policy is effective at 12:00 am on 2020-02-01 , and will expire at 12:01 am on 2021-02-01 .

This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

Coverages

This is to certify that the Workers' Compensation and Employer's Liability Insurance has been issued to the insured named above for the policy period indicated, not withstanding 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.

Type of Insurance/Carrier	Policy Number	Effective Date	Expiration Date	LIMITS	
A: Workers' Compensation & Employer's Liability					
Granite State HC&HS Trust	HCHS20200000218	2020-02-01	2021-02-01	E.L. Each Accident	$1,000,000
				E.L. Disease-Pol Limit	$1,000,000
				E.L. Disease-Each Emp	$1,000,000
B: Excess Insurance				Workers' Compensation	Statutory
Midwest Employers Casualty Corp.	EWC009477	02/01/2020	02/01/2021	Employer's Liability	$1,000,000

Description of Operations

☐ Officers Excluded

Member

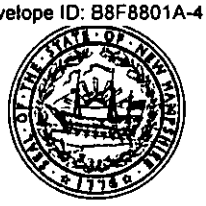
Laura Stauss
Huggins Hospital
240 South Main Street
Wolfeboro, NH 03894

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative — Jan 13, 2020 Date

The LAWSON GROUP
Thinking. Without the Box.



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Audrey J. Wehmeyer, PA, Contractor, Huggins Hospital, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Part Time Services

This loan repayment contract is for part-time clinical practice, defined as working a minimum of 20-hours per week, for at least 45 weeks each service year. The 20-hours per week may be compressed into no less than 2 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 20-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 20-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 16-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 4-hours of the minimum 20-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 4-hours of the minimum 20-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 20-hours per week (not less than 11-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 9-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 4-hours of the minimum 20-hours per week.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Audrey J. Wehmeyer, PA, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Huggins Hospital, 240 S. Main Street, Wolfeboro, NH 03894 (hereafter referred to as the Employer), and is working part-time at Tamworth Family Medicine, 577 White Mountain Highway, Tamworth, NH 03886, and Ossipee Family Medicine, 3 Water Village Road, Ossipee, NH 03864 (hereafter referred as the Practice Site).

2. The Practice Sites iare in a Medically Underserved Area (ID #02101) located in Carroll County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $15,000 over the service term. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2022. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to one additional year contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in eight payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $2062 of providing services obligated under this contract.
    b. Second payment of $2062 of providing services obligated under this contract.
    c. Third payment of $2062 of providing services obligated under this contract
    d. Fourth payment of $2062 of providing services obligated under this contract.
    e. Fifth payment of $1688 of providing services obligated under this contract.
    f. Sixth payment of $1688 of providing services obligated under this contract.
    g. Seventh payment of $1688 of providing services obligated under this contract.
    h. Eighth payment of $1688 of providing services obligated under this contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

DS

Contractor Initials ~~9/13~~/2020

Date _____

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Jeremy S. Roberge
BDE45982C8CB4D9... 9/15/2020

Jeremy S. Roberge, President & CEO — Date
Huggins Hospital

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

_____
Notary Public

DocuSigned by:
Audrey J. Wehmeyer
B48A33223AC04D2... 9/13/2020

Audrey J. Wehmeyer, PA — Date
Huggins Hospital

DocuSigned by:
Alisa Druzba
8CCE65F17A714E9... 9/15/2020

Alisa Druzba, Section Administrator — Date
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program (SLRP-2020-DPHS-02-REPAY-09)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Brenda Lovely		1.4 Contractor Address 9 Sandybrook Drive, Raymond, NH 03077	
1.5 Contractor Phone Number 603-856-3905	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation $44,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Brenda Lovely 3CF805F79BF04C9... Date: 9/10/2020		1.12 Name and Title of Contractor Signatory Brenda Lovely Brenda L. Lovely, APRN, PMHNP-BC	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D938DBFB8CA34AD... Date: 9/10/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D5CA9202E52C4AE...		On: 9/18/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS BL
Date 9/10/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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Contractor Initials BL

Date 9/10/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials BL

Date 9/10/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS BL

Date 9/10/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials BL
Date 9/10/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Brenda Lovely, PsychNP (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

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Contractor Initials BL

Date 9/10/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

DS

Contractor Initials BL

Date 9/10/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS BL

Date 9/10/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

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Contractor Initials BL

Date 9/10/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Brenda Lovely
3CF005C79BF84C9...

9/10/2020
Date

Name: Brenda Lovely
Title: Brenda L. Lovely, APRN, PMHNP-BC

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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Contractor Initials _____

Date 9/10/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Brenda Lovely
3CF005F709F41C0...

9/10/2020
Date

Name: Brenda Lovely
Title: Brenda L. Lovely, APRN, PMHNP-BC

DS
BL

Contractor Initials

9/10/2020
Date

DocuSign Envelope ID: 117B1B10-F81F-489D-BAA5-D38E039A87A3

BRENDA L. LOVELY

9 Sandybrook Dr., Raymond, NH 03077

EXPERIENCE

AUGUST 2019 TO PRESENT

PSYCHIATRIC MENTAL HEALTH NURSE PRACTITIONER), SEACOAST MENTAL HEALTH CENTER, PORTSMOUTH, NH

Performs diagnostic evaluations of the mental and preliminary physical condition of patients to include obtaining and evaluating laboratory work and formulating treatment plans; provides psychiatric treatment to include prescribing medication to alleviate psychiatric dysfunction and evaluate patients' progress; leading interdisciplinary teams as needed in order to direct treatment and care of patients; determines patient need for hospitalization; attends team and psychiatry meetings; and determines aftercare plans.

JANUARY 2014 TO JULY 2019

MEDICAL HOME NURSE NAVIGATOR (REGISTERED NURSE), CONCORD HOSPITAL MEDICAL GROUP, CONCORD, NH

Facilitated patient-centered coordination of care and communication, supported patients with complex medical, behavioral and/or social problems who struggled with chronic care self-management within the medical home setting; guided patients and their families through the complex health care system; developed comprehensive patient assessments; coordinated social supports and community services; assisted with removal of barriers and non-adherence to treatment plans; provided patient teaching to understand diagnoses, treatment and follow-up care; and acted as liaison between primary care providers, health care teams and community health partners.

JANUARY 2010 TO JANUARY 2014

CLINICAL EDUCATION COORDINATOR & CLINICAL LEADER, CONCORD HOSPITAL MEDICAL GROUP, CONCORD, NH

Developed, coordinated and taught CHMG clinical new hire orientation program and other clinical educational offerings to CHMG clinical staff to promote optimal patient care; developed and revised clinical competencies to reflect evidence-based practice, provided clinical competency support to clinical leaders, participated in quality initiatives and hospital committees (Medication Safety Committee, Narcotics Security Committee, Clinical Leader Group Co-Chair, EMR Education Committee, Nurse Educator Group, ISO/DNV); oversight of clinical operations and clinical staff at Concord Family Medicine and the nurse/medical assistant per diem pool; provided and maintained clinical competency training; coordinated educational and training programs for all Concord Family Medicine clinical staff; developed and implemented clinical protocols and work flows; supervised compliance with regulatory agencies

(DNV, State of NH, OSHA, CLIA); staff scheduling, and LEAN project development and implementation of new work flows.

DECEMBER 2007 TO JANUARY 2010

STAFF NURSE (REGISTERED NURSE), CONCORD HOSPITAL MEDICAL GROUP-CONCORD FAMILY MEDICINE, CONCORD, NH

Provided primary care treatment for patients in the primary care medical office setting as directed by providers; established priorities in organizing daily clinical activities; utilized critical thinking skills to assess patient problems both in the medical office setting and on the telephone and established urgency (triage); provided information to patients as directed by providers regarding test results, medication changes, and other information as requested; documented patient medical information in patients' charts (EMRs); refilled prescriptions as authorized by providers; arranged laboratory and/or diagnostic tests; conducted laboratory tests/performed phlebotomy, ECGs, nebulizer treatments, peak flows, immunizations, wound care/dressing changes, opioid and antibiotic injections; and mentored new nurses.

MAY 1997 TO DECEMBER 2007

PROGRAM SPECIALIST III (HEALTH CARE POLICY UNIT/MEDICAID VOLUNTARY MANAGED CARE UNIT SUPERVISOR), STATE OF NEW HAMPSHIRE, DEPARTMENT OF HEALTH AND HUMAN SERVICES, MEDICAID BUSINESS AND POLICY UNIT, CONCORD, NH

2002-2007- Assisted in the overall direction, management and coordination of department health care policy activities, including medical services rules, Medicaid provider notices and bulletins; worked with interdisciplinary team (nurses, physicians and other health care professionals at the state level and in the community), and NH legislators to develop specific health care delivery reimbursement mechanisms for the NH Medicaid Program; and represented the department's proposed Medicaid rules at the Joint Legislative Committee on Administrative Rules (JLCAR) meetings.

1997-2001- Supervised managed care unit staff and evaluated HMO enrollment, financial reconciliation activities and unit work flow; monitored State/HMO benefits contract and negotiated contract terms with contractor; and conducted staff training and performance evaluations.

EDUCATION

MAY 2019

MASTER OF SCIENCE IN NURSING (PMHNP), RIVIER UNIVERSITY, NASHUA, NH

G.P.A.- 3.86

Practicum experiences were done with Riverbend Community Mental Health, Inc., Merrimack County Department of Corrections, and New Hampshire Hospital performing the following duties:

- Performed psychiatric evaluations for adult inpatient and outpatient populations.
- Diagnosed patients with mental illness utilizing the DSM-5 criteria under preceptor supervision.
- Prescribed and reviewed psychiatric medications under preceptor guidance and supervision.
- Provided counseling and education to patients and families.

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- Assisted in monitoring the physical and mental health status of patients and promoted health maintenance.
- Coordinated care and developed treatment plans in collaboration with multidisciplinary team.
- Participated in treatment and discharge meetings, case conferences and special program meetings.

AUGUST 2015
BACHELOR OF SCIENCE IN NURSING (HONORS), FRANKLIN PIERCE UNIVERSITY, RINDGE, NH

MAY 2006
ASSOCIATES DEGREE IN NURSING, NEW HAMPSHIRE TECHNICAL INSTITUTE, CONCORD, NH

MAY 1992
BACHELOR OF SCIENCE IN MANAGEMENT, FRANKLIN PIERCE UNIVERSITY, RINDGE, NH

SKILLS

- Proficient in EMR documentation
- Ability to lead and influence teams
- Excellent interpersonal skills
- Reliable and dependable work ethic
- Experience with policymaking and comprehension of legislative process
- Outstanding communication skills
- Strong formed relationships with community leaders across state government and health care organizational levels
- Competent and compassionate nursing background

ACTIVITIES

2017- Member of Sigma Theta Tau International Honor Society, Epsilon Tau Chapter
2014 to present- Member of American Academy of Ambulatory Care Nursing

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nh.gov Licensing Home

Person Information

Name: BRENDA L LOVELY

License Information

License No: 056503-23 **Profession:** Nursing **License Type:** APRN-NP-Psychiatric Mental Health
License Status: Active **Issue Date:** 7/11/2019 **Expiration Date:** 3/18/2022

Discipline Information

No Discipline Information

Board Action

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/11/2020

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 have ADDITIONAL INSURED provisions or 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
Fred C. Church Insurance
41 Wellman Street
Lowell MA 01851

CONTACT NAME:
PHONE (A/C, No, Ext): 978-458-1865 FAX (A/C, No): 978-454-1865
E-MAIL ADDRESS: jnorton@fredcchurch.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	18058
INSURER B: Granite State HC & HS Trust	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED SEACMEN-01
Seacoast Mental Health Center, Inc.
1145 Sagamore Avenue
Portsmouth NH 03801

COVERAGES CERTIFICATE NUMBER: 1678635611 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2101354	3/1/2020	3/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2101356	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Comp $1,000 / X Coll $1,000							$
A	X UMBRELLA LIAB / X OCCUR			PHUB712434	3/1/2020	3/1/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HCHS20200000262	3/1/2020	2/1/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			PHPK2101354	3/1/2020	3/1/2021	$1,000,000 $3,000,000	Per Occurrence Annual Aggregate

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

CERTIFICATE HOLDER

NH Department of Health and Human Services
129 Pleasant Street
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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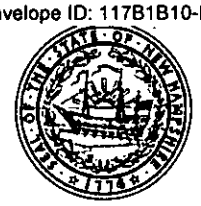

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Brenda Lovely, PsychNP, Contractor, Seacoast Mental Health Center, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Brenda Lovely, PsychNP, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Seacoast Mental Health Center, 1145 Sagamore Avenue, Portsmouth, NH 03801 (hereafter referred to as the Employer), and is working full-time at Seacoast Mental Health Center, 1145 Sagamore Avenue, Portsmouth, NH 03801 and Families First of the Greater Seacoast, 100 Campus Drive, Portsmouth, NH 03801 (hereafter referred as the Practice Site).

2. The Practice Sites are a Community Mental Health Center located in Rockingham County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $44,000 over the service term. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The

Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to

pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

DS
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ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

   a. First payment of $5000 of providing services obligated under this contract.
   b. Second payment of $5000 of providing services obligated under this contract.
   c. Third payment of $5000 of providing services obligated under this contract
   d. Fourth payment of $5000 of providing services obligated under this contract.
   e. Fifth payment of $3750 of providing services obligated under this contract.
   f. Sixth payment of $3750 of providing services obligated under this contract.
   g. Seventh payment of $3750 of providing services obligated under this contract.
   h. Eighth payment of $3750 of providing services obligated under this contract.
   i. Ninth payment of $2250 of providing services obligated under the contract.
   j. Tenth payment of $2250 of providing services obligated under the contract.
   k. Eleventh payment of $2250 of providing services obligated under the contract.
   l. Twelfth and final payment of $2250 of providing services obligated under the contract.

8. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

DS
BL

Contractor Initials

9/10/2020

Date ____

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Linda Every
8850DE15389C48A...

9/10/2020

Linda Every, Associate Director
Seacoast Mental Health Center

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Brenda Lovely
3CF005F79BF84C9...

9/10/2020

Brenda Lovely, PsychNP
Seacoast Mental Health Center

Date

DocuSigned by:
Alisa Druzba
8CCE85F17A714E9...

9/10/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

DS
BL

Contractor Initials

Date 9/10/2020

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program-2020-DPHS-02-REPAY-10

> Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Charlotte Johnson		1.4 Contractor Address 1 Deer Run Road, Windham, NH 03087	
1.5 Contractor Phone Number 415-823-2272	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation $22,500
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Charlotte Johnson E48D7FDB3E344D6... Date: 9/11/2020		1.12 Name and Title of Contractor Signatory Charlotte Johnson LCMHC	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D980BBF080A54A0... Date: 9/11/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D9CA9202E32C4AE... On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS CJ
Date 9/11/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS

Date 9/11/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials CJ
Date 9/11/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Charlotte Johnson, LCMHC (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Contractor Initials DS CJ

Date 9/11/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

Contractor Initials DS

Date 9/11/2020

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

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Date 9/11/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

Contractor Initials DS CJ

Date 9/11/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Charlotte Johnson
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9/11/2020
Date

Name: Charlotte Johnson
Title: LCMHC

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS CJ

Date 9/11/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Charlotte Johnson
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9/11/2020
Date

Name: Charlotte Johnson
Title: LCMHC

DS
CJ

Contractor Initials
9/11/2020
Date

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1 Deer Run Road
Windham, NH 03087

CHARLOTTE S. JOHNSON

Objective

- To practice Evidence Base Treatment in an organized and supportive agency that supports ongoing education and career development within the community mental health system.

Education

MA Mental Health Counseling - Rivier College, Nashua, NH (2015)
GPA: 4.00

BA, Psychology – San Francisco State University, San Francisco, CA (2015)
GPA: 3.85; Summa Cum Laude; Phi Beta Kappa, Gold Key Honor Society, Psi Chi Honor Society

Study Abroad Program in Italy (2000)

Franklin Covey, Achieving Your Highest Priorities – Time Management Workshop

Licenses:

Licensed Clinical Mental Health Counselor, License number 2158

Certifications

Crisis Prevention Intervention Certified, CPR and Basic First Aid Trained

Credentialed for Psychiatric Evaluation in ED for Catholic Medical Center and Elliot Hospital, Manchester New Hampshire

Professional Background

Emergency Services Team
Mental Health Center of Greater Manchester (January 2019-Present)

- Provide emergency and interim care through psychiatric evaluation, crisis intervention, stabilization, disposition and referral services
- Emergency Psychiatric Evaluation in a hospital setting
- Consultation with Psychiatrist On Call as needed
- Rapid response, face to face assessment, diagnostic screening, wrap around safety planning, and interventions that are responsive to client goals, needs and resources
- In Office triage, crisis intervention, back to school evaluation , and referral to appropriate community supports
- Proficiency in a wide range of Evidence Based Practices including: Illness Management and Recovery; Moral Reconation Therapy; Behavioral Family Therapy, Cognitive Behavioral Therapy; Dialectical Behavioral Therapy; Motivational Interviewing, Stages of Change; Cognitive Behavioral Therapy for Insomnia; and Integrated Dual Diagnosis Treatment

Community Treatment Team
Mental Health Center of Greater Manchester (May, 2015 – January 2019)

- Provide functional support service for symptom management within the community
- Coordination of wide range of case management, including therapeutic, administrative and outreach services to chronically and severely mentally ill clientele
- Substance abuse assessment and treatment
- Consultation as needed
- Emergency Room assessment
- Coordination with various State and Federal Agencies including Department of Health and

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Human Services, Social Security, Harbor Homes, and City Welfare

- Proficiency in a wide range of Evidence Based Practices including: Illness Management and Recovery; Moral Reconation Therapy; Behavioral Family Therapy, Cognitive Behavioral Therapy; Dialectical Behavioral Therapy; Motivational Interviewing, Stages of Change; Cognitive Behavioral Therapy for Insomnia; and Integrated Dual Diagnosis Treatment

Housing Outreach and Tracking Specialist
Mental Health Center of Greater Manchester (January, 2015 – May, 2015)

- Provide functional support service for symptom management within the community
- Coordination of wide range of community based therapeutic services
- Provide appropriate education about illness management and coping skills
- Provide ADL support
- Consultation with treatment teams
- Provide appropriate support for relapse prevention
- Maintain treatment records in accordance with agency policy and state regulation

Intern, Mental Health Counseling
Cypress Center, Mental Health Center of Greater Manchester (August, 2014 – April, 2015)

- One to One counseling for crisis stabilization
- Lead groups based in Recovery and Discussion
- Safety checks
- Provide ADL support
- Consultation with treatment team
- Provide appropriate psychoeducation for relapse prevention
- Maintain treatment records in accordance with agency policy and state regulation
- Coordinate follow up outpatient care

Overnight Awake Staff
Key Program, Methuen, MA (May – December, 2014)

- Monitor client safety in accordance with program procedures
- Provide behavior management and crisis intervention
- Provide transportation as needed
- Provide ADL support with feeding and hygiene
- Maintain written records in accordance with agency policy and state regulation
- Coordination with school, legal agencies, and healthcare providers as needed

Paraprofessional Educator
Hudson School District, Hudson, NH (September, 2013 – June, 2014)

- One to One Direct Instruction for student with intensive needs
- Use of PECS for teaching and utilizing communication
- Use of ABA for direct instruction and positive reinforcement
- Assist in ABA Kindergarten for children with intensive needs
- Provide ADL support with feeding and hygiene
- Teach fine and gross motor planning with guidance of Occupational and Physical Therapy team.
- Special projects and assignments as required.

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Financial Assistant
Acorn Financial, Nashua, NH (July, 2012 – June, 2013)

- Provide comprehensive administrative support to Principal Advisor
- Process mutual fund trade sheets per Advisor instructions and execute trades upon approval
- Maintain electronic filing of client paperwork
- Creating and processing new account forms
- Meeting Scheduling
- Prepare extensive meeting materials
- Travel Planning

Administrative Assistant, Private Client Group
Litman Gregory Asset Management , Larkspur, CA (June, 2011 – June, 2012)

- Provide comprehensive administrative support to team of five Portfolio Administrators and as needed to four Investment Advisors
- Monitor cash flow for regular distributions, coordinating with Investment Advisors to raise funds as needed
- Filing account paperwork and yearly archival in accordance with compliance
- Liaison between portfolio administrators and custodians to research/complete account servicing tasks and client paperwork
- Develop or edit procedures as needed to ensure efficient workflow
- Event Planning
- Back up reception desk
- Special projects as requested

Administrative Assistant & Office Manager
Melons Catering & Event Planning, South San Francisco, CA (July 2005 – May 2011)

- Manages dynamic office environment including: ordering supplies, office expense accounting, product research and ordering, facilities management, arrange transportation and meeting scheduling.
- Independently updated marketing collateral and reduced cost by 45 percent.
- Ordering and maintaining office equipment.
- Heavy customer service support between sales team and client/vendor contact.
- Generate client/vendor contracts.
- Implemented and maintain large customer management database that increased sales proposal turnaround.
- Generate cost/revenue analysis of targeting marketing strategies.
- Communicate with city agencies for compliance with permits and regulations.

Office Manager
Parsley Sage Rosemary & Thyme Catering and Event Planning, San Jose, CA (January –June, 2005)

- Handled office management initiatives including administration, purchasing, staff supervision, and report generation.
- Planned and executed events for groups ranging from 30 to 700 guests.
- Developed and delivered sales presentations to customers.
- Recruited, trained, and supervised the event staff in daily job responsibilities.

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Personal Assistant to Director of Entertainment
Renaissance Entertainment Corporation, Novato, CA (1997 – 2003)
Seasonal – August - October

- Handled business administration functions.
- Maintained a database of over 2,000 performers.
- Assisted with artistic direction of acting troupe as well as the production of staged improvisational performances.

Intranet Web Designer
Genstar Container Corporation, San Francisco, CA (1997 – 1998)

- Participated in all aspects of website maintenance.
- Created and edited web content on a regular basis.
- Communicated with vendors and aided in vendor relationship management initiatives.

Computer Skills

Word, Excel, PowerPoint, Outlook, Acrobat, Cateredge, Portfolio Center, ABC Reportal, Commonwealth CRM, Lumea, Avatar

Proficient in both Apple and Microsoft Operating Systems, Type 65 wpm.

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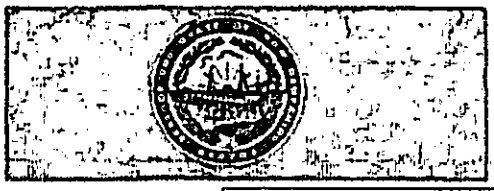

Person Information

Name: CHARLOTTE S JOHNSON, MHC

License Information

License No: 2158 **Profession:** Mental Health **License Type:** Clinical Mental Health Counselor
License Status: Active **Issue Date:** 6/5/2019 **Expiration Date:** 6/5/2021

Discipline Information

No Discipline Information

Board Disciplinary Action

No Related Documents

No Related Documents

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/21/2020

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 have ADDITIONAL INSURED provisions or 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
CGI Business Insurance
5 Dartmouth Drive
Auburn NH 03032

CONTACT NAME: Teri Davis
PHONE (A/C, No, Ext): (866) 841-4600 FAX (A/C, No): (866) 574-2443
E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance	
INSURER B: Philadelphia Indemnity	
INSURER C: A.I.M. Mutual	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
The Mental Health Center of Greater Manchester, Inc.
401 Cypress Street
Manchester NH 03103-3628

COVERAGES CERTIFICATE NUMBER: 20-21 w/WC RE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional Liability $2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2110552	04/01/2020	04/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Sexual/Physical Abuse or	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2109943	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired/borrowed	$ 1,000,000 $ $ $ $ 1,000,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			PHUB715114	04/01/2020	04/01/2021	EACH OCCURRENCE AGGREGATE -	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ECC6004000298-2020A	09/12/2020	09/12/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

Supplemental Names Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.
This Certificate is issue for Insured operations usual to Mental Health Services.

CERTIFICATE HOLDER
State of NH Dept. of Health & 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

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Charlotte Johnson, LCMHC, Contractor, Mental Health Center of Greater Manchester (MHCGM), Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Charlotte Johnson, LCMHC, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Mental Health Center of Greater Manchester, 401 Cypress Street, Manchester, NH 03103 (hereafter referred to as the Employer), and is working full-time at Mental Health Center of Greater Manchester, 401 Cypress Street, Manchester, NH 03103 (hereafter referred as the Practice Site).

2. The Practice Site is a Community Mental Health Center in a Medically Underserved Area (ID #02112) in Hillsborough County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $22,500 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed $22,500. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The

Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to

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pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

DS

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $2,500 of providing services obligated under this contract.
    b. Second payment of $2,500 of providing services obligated under this contract.
    c. Third payment of $2,500 of providing services obligated under this contract
    d. Fourth payment of $2,500 of providing services obligated under this contract.
    e. Fifth payment of $1,875 of providing services obligated under this contract.
    f. Sixth payment of $1,875 of providing services obligated under this contract.
    g. Seventh payment of $1,875 of providing services obligated under this contract.
    h. Eighth payment of $1,875 of providing services obligated under this contract.
    i. Ninth payment of $1,250 of providing services obligated under the contract.
    j. Tenth payment of $1,250 of providing services obligated under the contract.
    k. Eleventh payment of $1,250 of providing services obligated under the contract.
    l. Twelfth and final payment of $1,250 of providing services obligated under the contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

DS

Contractor Initials CJ

Date 9/11/2020

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Lisa Descheneau
AEEF9B8E782B4E2...

9/11/2020

Lisa Descheneau, VP of Administration
Mental Health Center of Greater Manchester

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Charlotte Johnson
E48D1FDB3E344D6...

9/11/2020

Charlotte Johnson, LCMHC
Mental Health Center of Greater Manchester

Date

DocuSigned by:
Alisa Druzba
8CCE65F17A714E9...

9/11/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

DS
CJ

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program (SLRP-2020-DPHS-02-REPAY-08)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Danielle M. Panciocco		1.4 Contractor Address 1465 Hooksett Road, Unit #231, Hooksett, NH 03106	
1.5 Contractor Phone Number 603-475-8668	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 09/30/23	1.8 Price Limitation $22,500
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Danielle M. Panciocco 8C93BB58E705439... Date: 9/10/2020		1.12 Name and Title of Contractor Signatory Danielle M. Panciocco LICSW	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D038D8FB8CA54A0... Date: 9/11/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D6CA0303E33C4AE... On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS DMP
Date 9/10/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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Contractor Initials DMP

Date 9/10/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

DS

Contractor Initials DMP

Date 9/10/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials DMP
Date 9/10/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Danielle M. Panciocco, LICSW (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

DS

Contractor Initials DMP

Date 9/10/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

DS

Contractor Initials DMP

Date 9/10/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

DS

Contractor Initials DMP

Date 9/10/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

DS

Contractor Initials DMP

Date 9/10/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42.U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Danielle M. Panciocco
8C98BBF0E70F430...

9/10/2020
Date

Name: Danielle M. Panciocco
Title: LICSW

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Danielle M. Panciocco
8C039BF8E70F439...

9/10/2020
Date

Name: Danielle M. Panciocco
Title: LICSW

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Contractor Initials

9/10/2020
Date

DocuSign Envelope ID: FCF47C13-EC57-4FC0-B03A-C8E8EB4F6414

Danielle Panciocco, LICSW

1465 Hooksett Road, Unit 231, Hooksett, NH 03106

LICENSURE & CERTIFICATIONS

Licensed Independent Clinical Social Worker (LICSW) — April 2017
2012, State of New Hampshire

Certifications include: Illness Management and Recovery (IMR), Dialectical Behavioral Therapy (DBT), Trauma Recovery, Stages of Change, Motivational Interviewing, Non-Violent Crisis Intervention (CPI)

EDUCATION

University of New Hampshire, Manchester, NH — May 2014
Master of Social Work

Southern New Hampshire University, Manchester, NH — May 2008
Bachelor of Science, Marketing

WORK EXPERIENCE

The Mental Health Center of Greater Manchester, Manchester, NH
Intake Clinician — 10/2017 – 5/2019, 6/2019 - present
Clinical Case Manager — 6/2014 – 10/2017

- Conducting individual intake assessments to gather pertinent information about the individual in order to formulate an accurate diagnosis and connect them with an appropriate treatment team.
- Providing therapy and case management for a caseload of 35-45 clients with various diagnoses, including schizophrenia, bipolar disorder, PTSD and major depressive disorder.
- Connecting clients and their families with resources within the community to ensure they have access to adequate housing, medical care, and financial assistance.
- Working with mental health prescribers to identify effective medication regimens and educate each client on the medication(s) they are prescribed.
- Fulfill contractual individual therapy to students enrolled at University of New Hampshire at Manchester.

Elliot Physician's Network/Elliot Behavioral Health, Manchester, NH — 5/2019 – 6/2019
Behavioral Health Consultant

- Provide brief interventions and skill building activities to pediatric patients reporting behavioral health concerns.
- Refer to community providers or internal behavioral health providers.
- Provide pediatricians and other medical professionals with information about behavioral health and appropriate interventions.

Elliot Physician's Network, Manchester, NH — 9/2013 –5/2014
Ambulatory Social Work Intern

- Conducting bio-psycho-social assessments and home visits to identify appropriate interventions, referrals and level of care needed for patients and families
- Determining eligibility, completing applications and providing referrals to community resources for housing, financial assistance, substance use, and mental health needs
- Collaborating with physicians, nurses and other staff to develop in-community care plans that ensure the health, safety and well-being of patients

Child Health Services/Teen Health Clinic, Manchester, NH
Social Work Intern — 9/2012 – 5/2013
Family Support Worker — 8/2013 – 6/2014

- Conducted new patient intake interviews and annual demographic and socioeconomic updates for each patient
- Provided referrals to outside agencies and researching additional resources within the community.
- Met with patients on an as-needed basis to assess individual and family needs, such as mental health counseling and aiding the application process for state or federal assistance programs.

Medicaid Client Services, Office of Medicaid Business Policy, Concord, NH
Case Aide — 6/2011 – 09/2013

- Provide and explained benefit information to Medicaid recipients, including service coverage and locating enrolled providers.
- Responsible for directing outreach program for newly enrolled families with children receiving Medicaid benefits.

References will be provided upon request.

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Person Information

Name: DANIELLE MARIE PANCIOCCO, MSW

License Information

License No:	2012	**Profession:**	Mental Health	**License Type:**	Independent Clinical Social Worker
License Status:	Active	**Issue Date:**	4/6/2017	**Expiration Date:**	4/6/2021

Discipline Information

No Discipline Information

Board Disciplinary Action

No Related Documents

No Related Documents

DocuSign Envelope ID: FCF47C13-EC57-4FC0-B03A-C8E8EB4F6414

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/21/2020

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 have ADDITIONAL INSURED provisions or 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
CGI Business Insurance
5 Dartmouth Drive
Auburn NH 03032

CONTACT NAME: Teri Davis
PHONE (A/C, No, Ext): (866) 841-4600 FAX (A/C, No): (866) 574-2443
E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance	
INSURER B: Philadelphia Indemnity	
INSURER C: A.I.M. Mutual	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
The Mental Health Center of Greater Manchester, Inc.
401 Cypress Street
Manchester NH 03103-3628

COVERAGES CERTIFICATE NUMBER: 20-21 w/WC RE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional Liability $2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2110552	04/01/2020	04/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Sexual/Physical Abuse or	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2109943	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired/borrowed	$ 1,000,000 $ $ $ $ 1,000,000
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION $ 10,000			PHUB715114	04/01/2020	04/01/2021	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC6004000298-2020A	09/12/2020	09/12/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

Supplemental Names Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.
This Certificate is issue for insured operations usual to Mental Health Services.

CERTIFICATE HOLDER

State of NH Dept. of Health & 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

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Danielle M. Panciocco, LICSW, Contractor, Mental Health Center of Greater Manchester (MHCGM), Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Danielle M. Panciocco, LICSW, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Mental Health Center of Greater Manchester, 401 Cypress Street, Manchester, NH 03103 (hereafter referred to as the Employer), and is working full-time at MHCGM – Community Support Services, 1555 Elm Street, Manchester, NH 03101, and UNH-Manchester, 88 Commercial Street, Manchester, NH 03101 (hereafter referred as the Practice Sites).

2. The Practice Sites are a Community Mental Health Center in a Medically Underserved Area (ID #02112) in Hillsborough County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $22,500 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed $22,500. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The

Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to

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pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $2,500 of providing services obligated under this contract.
    b. Second payment of $2,500 of providing services obligated under this contract.
    c. Third payment of $2,500 of providing services obligated under this contract
    d. Fourth payment of $2,500 of providing services obligated under this contract.
    e. Fifth payment of $1,875 of providing services obligated under this contract.
    f. Sixth payment of $1,875 of providing services obligated under this contract.
    g. Seventh payment of $1,875 of providing services obligated under this contract.
    h. Eighth payment of $1,875 of providing services obligated under this contract.
    i. Ninth payment of $1,250 of providing services obligated under the contract.
    j. Tenth payment of $1,250 of providing services obligated under the contract.
    k. Eleventh payment of $1,250 of providing services obligated under the contract.
    l. Twelfth and final payment of $1,250 of providing services obligated under the contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Lisa Descheneau
AEEF3B0E782D4E2...

9/11/2020

Lisa Descheneau, VP of Administration
Mental Health Center of Greater Manchester

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Danielle M. Panciocco
8C93BBE8E70E439...

9/10/2020

Danielle M. Panciocco, LICSW
Mental Health Center of Greater Manchester

Date

DocuSigned by:
Alisa Druzba
8CCE65F17A714E9...

9/11/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program (SLRP-2020-DPHS-02-REPAY-03)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Dawn M. DeCosta		1.4 Contractor Address 74 Brown Hill Road, Bow, NH 03304	
1.5 Contractor Phone Number 603-391-2392	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation $45,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Dawn M. DeCosta Date: 9/10/2020		1.12 Name and Title of Contractor Signatory Dawn M. DeCosta Psychiatric Nurse Practitioner	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris Date: 9/10/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by:		On: 9/18/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS DMD
Date 9/10/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Date 9/10/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials DMD
Date 9/10/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Dawn M. DeCosta, PsychNP (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

DS

Contractor Initials DMD

Date 9/10/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

Contractor Initials DS DMD

Date 9/10/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

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Date 9/10/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

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Contractor Initials DMD

Date 9/10/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Dawn M. DeCosta
0856B7E0B3194...

9/10/2020
Date

Name: Dawn M. DeCosta
Title: Psychiatric Nurse Practitioner

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS DMD

Date 9/10/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Dawn M. DeCosta
8356B7F8C319402...

9/10/2020
Date

Name: Dawn M. DeCosta
Title: Psychiatric Nurse Practitioner

DS
DMD

Contractor Initials
9/10/2020
Date

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DAWN M. DECOSTA

74 Brown Hill Road• Bow, NH 03304

EDUCATION

Master of Science in Psychiatric Nursing — ***May 2017***
Rivier University • Nashua, NH

Master of Business Administration in Healthcare Management — ***May 2013***
New England College • Henniker, NH

Associates Degree- Registered Nurse Program — ***May 2011***
Rivier College • Nashua, NH

Graduate Certificate in Accounting — ***December 1999***
Bridgewater State College • Bridgewater, MA

Master of Education in Elementary Education — ***May 1996***
Bridgewater State College • Bridgewater, MA

Bachelor of Science in Political Science — ***May 1993***
Boston University • Boston, MA

LICENSURE

New Hampshire Board of Nursing
Psychiatric Nurse Practitioner License #065101-23 — *Expires 2/19/21*

American Nurses Credentialing Center
Psychiatric Mental Health Nurse Practitioner - Board Certified License #2017010390 — *Expires 7/11/22*

New Hampshire Board of Nursing
Registered Nurse License #065101-21 — *Expires 2/19/21*

CERTIFICATIONS

American Heart Association
Healthcare Provider (BLS) Adult, Child, and Infant CPR/AED — *Expires July 23, 2021*

CLINICAL EXPERIENCE

Psychiatric Nurse Practitioner
May 2019- Present
Riverbend Community Mental Health Concord, NH

- Responsible for psychiatric evaluations and medication management of clients with serious and persistent mental illness

Psychiatric Nurse Practitioner
September 2018- July 2019
Fusion Health Services Manchester, NH

- Responsible for psychiatric evaluations and medication management of clients, adolescents through geriatrics, including clients in all stages of recovery with substance use disorders.

- Evaluate and prescribe MAT for clients in all stages of recovery with substance use disorders.

Psychiatric Nurse Practitioner
March 2018- October 2018
Gatehouse Treatment Nashua, NH

- Responsible for psychiatric evaluations and medication management of clients in all stages of recovery with substance use disorders.

Psychiatric Nurse Practitioner
July 2017- March 2018
Farnum Center Manchester, NH

- Responsible for psychiatric evaluations and medication management of clients in all stages of recovery with substance use disorders.

Clinical Instructor
July 2017- August 2017
Massachusetts College of Pharmacy Manchester, NH

- Responsible for clinical training of registered nursing students in the inpatient psychiatric hospital setting.

Clinical Instructor
October 2016- August 2017
January 2018- August 2018
Salter School of Nursing and Allied Health Manchester, NH

- Responsible for clinical training of licensed practical nursing students in the long term care setting.

RN- Part Time
May 2016- November 2017
New Hampshire Hospital Concord, NH

- Responsible for management of active milieu and medication administration to inpatients.
- Participate in care and treatment for patients with a wide range of psychiatric disorders including substance abuse, personality disorders, and schizophrenia.
- Trained in crisis intervention and restraint application.

RN- Per Diem
June 2015- July 2017
Cypress Center/Greater Manchester Mental Health Center Manchester, NH

- Responsible for management of the milieu, assignment of tasks, and participation in treatment team.
- Administer scheduled and prn medications to patients as necessary.
- Answer emergency services calls after hours.

RN- Per Diem
November 2014- May 2015
Community Hospice House Merrimack, NH

- Responsible for symptom management for patients in various stages of end of life care.
- Maintain comfort and provide support to both patient and families during time of transition.

RN Case Manager
September 2013- October 2014
LifeChoice Hospice Bedford, NH

- Responsible for assessments, coordination of care, participation and attendance at care chapter meetings, collaboration during interdisciplinary group (IDG) meetings, and maintaining open lines of communication between agency, families and patients.

Charge Nurse
September 2011- December 2012
Crotched Mountain Rehabilitation Center, Inc. Greenfield, NH

- Responsible for all aspects of care, including medication administration, wound dressing changes, and vital signs monitoring for 16 patients on the Lower Mellon unit (adult brain injured patients).

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Person Information

Name: DAWN M DECOSTA

License Information

License No:	065101-23	**Profession:**	Nursing	**License Type:**	APRN-NP-Adult Psychiatric Mental Health
License Status:	Active	**Issue Date:**	7/25/2017	**Expiration Date:**	2/19/2021

All ARNP license numbers have been converted to xxxxxx-23. There will no longer be a category distinct license number (xxxxxx-23-xx). Any questions, please contact the Board office.

Discipline Information

No Discipline Information

Board Action

No Related Documents

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.

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Client#: 1364844 RIVERCOM12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/30/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
3 Executive Park Drive, Suite 300
Bedford, NH 03110
855 874-0123

CONTACT NAME:
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Riverbend Community Mental Health Inc.
PO Box 2032
Concord, NH 03302-2032

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			PHPK2042932	10/01/2019	10/01/2020	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$3,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			PHPK2042929	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10K			PHUB695250	10/01/2019	10/01/2020	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20190000171 HCHS20190000172	10/01/2019 10/01/2019	02/01/2020 02/01/2020	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liability			PHPK2042932	10/01/2019	10/01/2020	$1,000,000 Ea. Incident $3,000,000 Aggregate	

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

RE: Audrey Clairmont, LICSW.

CERTIFICATE HOLDER

State of New Hampshire,
Department of Health and Human Services
129 Pleasant Street
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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Granite State Healthcare
and Human Service Trust

PO Box 4197
Concord, NH 03302-4197

Issue Date 02/06/2020

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Certificate Of Insurance

CERTIFICATE HOLDER

Dept. of Health & Human Services
129 Pleasant Street
Concord, NH 03301

Companies Affording Coverage

COMPANY LETTER A	The Granite State Healthcare And Human Services Self-Insured Group Trust
COMPANY LETTER B	Midwest Employers Casualty Corp.

This policy is effective on 2/1/2020 12:00 AM, and will expire on 2/1/2021 12:00 AM. This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

COVERAGES

This is to certify that the Workers' Compensation and Employer's Liability Insurance has been issued to the insured named above for the policy period indicated, not withstanding 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.

Type of Insurance/Carrier	Policy Number	Policy Effective	Policy Expiration	LIMITS	
Workers' Compensation & Employer's Liability The Granite State Healthcare And Human Services Self-Insured Group Trust	HCHS20200000230	2/1/2020 12:00 AM	2/1/2021 12:00 AM	W/C Statutory Limits E.L. Each Accident E.L. Disease - Pol Limit E.L. Disease - Each Emp	 $1,000,000 $1,000,000 $1,000,000
Excess Insurance Midwest Employers Casualty Corp	ewc009477	2/1/2020 12:00 AM	2/1/2021 12:00 AM	Workers' Compensation Employer's Liability	Statutory $1,000,000

Description of Operations:

☐ Excluded Officer

Covering operations of the insured during the policy term. Per NH Law, additional insured and waiver of subrogation are not allowed on workers' comp. COIs.

MEMBER

Riverbend Community Mental Health, Inc.
3 North State Street
Concord, NH 03301

CANCELLATION

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

02/06/2020

Authorized Representative Date

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Dawn M. DeCosta, PsychNP, Contractor, Riverbend Community Mental Health Center, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Dawn M. DeCosta, PsychNP, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Riverbend Community Mental Health Center, PO Box 2032, Concord, NH 03301 (hereafter referred to as the Employer), and is working full-time at Riverbend Community Mental Health Center, 10 West Street, Concord, NH 03301 (hereafter referred as the Practice Site).

2. The Practice Site is a Community Mental Health Center in Merrimack County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $45,000 over the service term. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

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Contractor Initials 9/10/2020

Date ____

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $5000 of providing services obligated under this contract.
    b. Second payment of $5000 of providing services obligated under this contract.
    c. Third payment of $5000 of providing services obligated under this contract
    d. Fourth payment of $5000 of providing services obligated under this contract.
    e. Fifth payment of $3750 of providing services obligated under this contract.
    f. Sixth payment of $3750 of providing services obligated under this contract.
    g. Seventh payment of $3750 of providing services obligated under this contract.
    h. Eighth payment of $3750 of providing services obligated under this contract.
    i. Ninth payment of $2500 of providing services obligated under the contract.
    j. Tenth payment of $2500 of providing services obligated under the contract.
    k. Eleventh payment of $2500 of providing services obligated under the contract.
    l. Twelfth and final payment of $2500 of providing services obligated under the contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

DS
DMD

Contractor Initials 9/10/2020

Date ____

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Lisa K. Madden
83968F15890E4CC...

9/10/2020

Lisa Madden, CEO
Riverbend Community Mental Health Center

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Dawn M. DeCosta
8355B7E8C310492...

9/10/2020

Dawn M. DeCosta, PsychNP
Riverbend Community Mental Health Center

Date

DocuSigned by:
Alisa Druzba
8CCE65F17A714E9...

9/10/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program (SLRP-2020-DPHS-02-REPAY-02)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Kristen Trimble		1.4 Contractor Address 1465 Hooksett Road, Unit #1324, Hooksett, NH 03106	
1.5 Contractor Phone Number 603-321-3824	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation $37,500
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Kristen Trimble A82E59A844C140D...	Date: 9/16/2020	1.12 Name and Title of Contractor Signatory Kristen Trimble MSN, APRN, FNP-C	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D938DBF66CA54A0...	Date: 9/16/2020	1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D5CA9202E92C4AE...		On: 9/18/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS kt
Date 9/16/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

DS

Contractor Initials kt

Date 9/16/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials kt

Date 9/16/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS kt
Date 9/16/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials kt
Date 9/16/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Kristen Trimble, APRN (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Contractor Initials DS kt

Date 9/16/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

DS

Contractor Initials kt

Date 9/16/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS kt

Date 9/16/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

Contractor Initials DS kt

Date 9/16/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Kristen Trimble
A02C50A044C1460...

9/16/2020
Date

Name: Kristen Trimble
Title: MSN, APRN, FNP-C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS kt

Date 9/16/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Kristen Trimble
A83E59A044C448C...

9/16/2020
Date

Name: Kristen Trimble
Title: MSN, APRN, FNP-C

DS
KT

Contractor Initials

9/16/2020
Date

DocuSign Envelope ID: 9D8F3C0A-51F7-48F1-B56A-BEE78964241C

Kristen Trimble, MSN, APRN, FNP-C, IBCLC

Hooksett, NH 03106 •

OBJECTIVE

Family Nurse Practitioner with a background in nutrition, lactation, research, and community health, working in a family practice.

EDUCATION

Vanderbilt University School of Nursing, Nashville, TN
Family Nurse Practitioner Certificate (online/distance), GPA: 4.00/4.00 — August 2019
Doctor of Nursing Practice (online/distance) — Expected May 2021

Johns Hopkins University School of Nursing, Baltimore, MD — May 2018
Master of Science in Nursing, Entry into Practice, GPA: 3.85/4.00

Boston University, Boston, MA — September 2013
Bachelor of Science in Nutritional Science, Minor in Public Health, Pre-medical track

Merrimack High School, Merrimack, NH — June 2009
High School Graduate, GPA 3.89

PROFESSIONAL EXPERIENCE

Family Nurse Practitioner – Claremont, NH — October 2019-present
Keady Family Practice

- Primarily sees patients in walk-in clinic
- Training to be certified to conduct DOT physicals and to train staff to be CPR certified

Registered Nurse – Nashua, NH — July 2018-September 2019
Lamprey Health Care

- Triaged patients over the phone and in-person
- Conducted nurse visits, which included vaccine administration, diabetes education, blood pressure management, medication reconciliation and management, and contraception management

Research Assistant – Baltimore, MD — January 2017-July 2018
Brancati Pilot – Plan 4 Success, Johns Hopkins University School of Nursing

- Recruited, screened, assisted in patient education and home visits regarding diabetes and hypertension, counseled patients over the phone
- Helped write systematic review on trauma informed care in community health
- Developed additional nutrition education tools and assisted in nutrition education

Birth Companion, International Rescue Committee Leader – Baltimore, MD — March 2017-May 2018
Johns Hopkins University School of Nursing

- Provided emotional and physical support to mothers in labor
- Met with mother to discuss goals and provide support prenatally and in postpartum period

Lead Program Nutritionist – Chelsea, MA — October 2013-August 2016
Women, Infants, and Children Program, Massachusetts General Hospital

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- Provided individual and group nutrition and breastfeeding counseling to low- and high-risk participants in English and Spanish
- Planned, developed, and evaluated education materials and nutrition policies
- Assisted Senior Nutritionist in training WIC staff and MGH Dietetic Interns
- Earned a Lactation Consultant Certification (CLC)

Research Assistant – Boston, MA April 2012-August 2013
Back to Health Study
BU Medical Center – Departments of Integrative Medicine and Health Disparities, and Family Medicine

- Assisted in recruitment, data collection, and qualitative coding and transcription for study comparing yoga, physical therapy, and education for chronic low back pain in low income minority population
- Assured quality of recruitment team, ordered supplies, coordinated mailings, wrote standard procedures, screened participants, and obtained informed consent using teach back techniques
- Developed a nutrition questionnaire and paired it with a mindful eating questionnaire to analyze changes in eating behavior and nutrition intake

Clinical Research Assistant – Boston, MA January 2011-September 2012
The Medical Screening Program for Former Workers of the Department of Energy
Boston University School of Public Health

- Provided medical evaluations for former DOE workers in order to prevent and minimize the health impact of diseases caused by work-related exposure to hazardous substances at DOE facilities
- Conducted prescreening phone interviews, input medical results into databases, managed mailings

Illustrator November 2011-February 2012
Visually Speaking – A Visual Guide for Non-verbal Patients

- Illustrated and helped to develop a 12-page guide that can be used by patients, families, and healthcare professionals to better communication
- Published by PHC Publishing Group, an imprint of PESI HealthCare

LEADERSHIP AND COMMUNITY ENGAGEMENT

Student Nurses' Association Breakthrough to Nursing Director Fall 2016-Spring 2018

- Organized monthly brunches for nursing students to cook brunch for guests at the Johns Hopkins Children House, a housing program that provides overnight accommodations to families of children receiving treatment at Johns Hopkins Hospital
- Organized health fair at Henderson Hopkins School to engage children in learning about health and about careers in nursing

Nursing Student Leader for Medicine for the Greater Good Syrian Refugee Education Spring 2017

- Organized education classes at a local mosque for community leaders to then teach incoming Syrian refugees and provide resources to help them stay healthy
- Developed and presented class on preventive care and screening recommendations for adults

Daniels Interprofessional Education Scholars Program Fall 2017-Spring 2018

- Conducted home visits at an older adult's home with students at Johns Hopkins University School of Medicine and Notre Dame of Maryland University School of Pharmacy

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- Took a year-long class with 16 seminars to learn about the importance of interprofessional collaboration in providing safe, high-quality patient care
- Facilitated interprofessional education session and health promotion activity

APRN Interest Group – Family Nurse Practitioner Director June 2017-Spring 2018

- Organized a Family Nurse Practitioner Panel to assist students in choosing this is a career path and meeting experienced faculty in this field

SKILLS, CERTIFICATIONS, AND HONORS

- Family Nurse Practitioner, 2019-present
- Registered Nurse, 2018-present
- International Board-Certified Lactation Consultant (IBCLC), 2019-present
- Certified Lactation Counselor (CLC), 2015-present
- BLS Certified May 2018
- Language Skills: Conversational Spanish
- Computer Skills: Microsoft Office, SAS, Health Records: Epic
- Member of Sigma Theta Tau International, The Honor Society of Nursing, 2017-present
- Conferences: Lifestyle Medicine, Boston, 2019
- Principal's Award for Academic Scholarship, 2006-2009
- Granite State Scholar Award from NH Department of Education and Governor Lynch, March 2009
- Holy Cross Book Prize for Outstanding Scholarship, Concern for Others, and Commitment to School and Community, June 2008

FNP CLINICAL EXPERIENCE

Lamprey Health Care – Nashua, NH 470 Hours

- Population: many patients with a low income and/or refugees who do not speak English
- Patient-Centered Medical Home Model
- Most hours with an FNP, some with a pediatrician
- Many physicals and also chronic care management and acute appointments

CVS Minute Clinic – Nashua, NH 160 Hours

- Population: predominantly privately-insured patients
- Many acute visits, some physicals for sports or work

RN CLINICAL EXPERIENCE

Community Health – Baltimore, MD

- Public Health Nursing at Shepherd's Clinic, *final practicum* 224 Hours
  - Population: uninsured Baltimore residents, immigrants from African countries
  - Implemented HITS screening of patients and updated medical/social histories
  - Developed workflows to train staff on change from one EMR system to another
  - Created education handouts on Metformin and Iron
  - Made communication board for hemiplegic, non-verbal patient with limited English
- Public Health Nursing at Esperanza Center 112 Hours
  - Population: predominantly Central American, Spanish-speaking immigrants
  - Conducted home visits with uninsured teenage girl with diabetes and mental health concerns
  - Worked on team to create and implement a community intervention in mental health

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- Psychiatric Rehabilitation at Haven at Harford Belair Community Mental Health Center 112 Hours

Johns Hopkins Hospital – Baltimore, MD

- Pediatric School Age/Burns Unit 112 Hours
- Labor and Delivery/Postpartum 112 Hours
- General Medicine and Infectious Disease and Pulmonary, Nelson 4 112 Hours
- General Medicine and Cardiac Unit, Nelson 7 112 Hours

Howard County General Hospital – Columbia, MD

- General Medical Surgery Unit, 4P 112 Hours

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NEW HAMPSHIRE
Online Licensing

nh.gov Licensing Home

Person Information

Name: KRISTEN M TRIMBLE

License Information

License No: 077960-23 **Profession:** Nursing **License Type:** APRN-NP-Family
License Status: Active **Issue Date:** 10/24/2019 **Expiration Date:** 6/15/2021

All ARNP license numbers have been converted to xxxxxx-23. There will no longer be a category distinct license number (xxxxxx-23-xx). Any questions, please contact the Board office.

Discipline Information

No Discipline Information

Board Action

No Related Documents

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.

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ACORD®

CERTIFICATE OF PROPERTY & LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/01/2020

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
How's Your Insurance LLC
120 Main Street

Pembroke, NH 03275

CONTACT NAME: Ryan Howes
PHONE (A/C, No, Ext): (603) 738-8838 FAX (A/C, No): 603-369-6920
E-MAIL ADDRESS: howsyourinsurance@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Keady Family Practice llc
214 Washington Street

Claremont NH 03743

COVERAGES CERTIFICATE NUMBER: 1 REVISION NUMBER: 1

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 ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC			BZS56083276	4/28/19	4/28/21	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
							PROPERTY	$ 255,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
	Business Property Coverage			BZS56083276	4/28/19	4/28/21	E.L. EACH LOCATION	$255,000

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

Medical Offices/

214 Washington Street
Claremont, NH 03743

71 Belknap Ave
Newport, NH 03773

CERTIFICATE HOLDER

State of New Hampshire, Department of Health and Human Services

129 Pleasant Street, 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

Ryan Howes

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/21/2020

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Judy Pashko	
Complete Benefit Solutions One Carando Drive, Suite 1	PHONE (A/C, No, Ext): (877) 253-9020	FAX (A/C, No): (413) 736-8001
	E-MAIL ADDRESS: jpashko@completepayrollsolutions.com	
Springfield MA 01104	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Accident and Indemnity Company	22357
INSURED	INSURER B:	
Keady Family Practice LLC	INSURER C:	
71 Belknap Ave	INSURER D:	
	INSURER E:	
Newport NH 03773	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2012103014 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		08WECAF1A13	01/03/2020	01/03/2021	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 100,000

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

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire, Dept of Health and Human Services 129 Pleasant Street Concord NH 03301	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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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Kristen Trimble, APRN, Contractor, Keady Family Practice, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Kristen Trimble, APRN, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Keady Family Practice, 214 Washington Street, Claremont, NH 03743 (hereafter referred to as the Employer), and is working full-time at Keady Family Practice, 214 Washington Street, Claremont, NH 03743, as well as Keady Family Practice, 71 Belknap Ave., Newport, NH 03773 (hereafter referred as the Practice Sites).

2. The Practice Sites are a Rural Health Clinic in a Health Professionals Shortage Area in Sullivan County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $37,500 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed $7,500. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The

Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to

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pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $4375 of providing services obligated under this contract.
    b. Second payment of $4375 of providing services obligated under this contract.
    c. Third payment of $4375 of providing services obligated under this contract
    d. Fourth payment of $4375 of providing services obligated under this contract.
    e. Fifth payment of $3125 of providing services obligated under this contract.
    f. Sixth payment of $3125 of providing services obligated under this contract.
    g. Seventh payment of $3125 of providing services obligated under this contract.
    h. Eighth payment of $3125 of providing services obligated under this contract.
    i. Ninth payment of $1875 of providing services obligated under the contract.
    j. Tenth payment of $1875 of providing services obligated under the contract.
    k. Eleventh payment of $1875 of providing services obligated under the contract.
    l. Twelfth and final payment of $1875 of providing services obligated under the contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
James Keady
7EC7156A0BB4424...

9/16/2020

James Keady, Owner
Keady Family Practice

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Kristen Trimble
A62E59A044C146C...

9/16/2020

Kristen Trimble, APRN
Keady Family Practice

Date

DocuSigned by:
Alisa Druzba
8CCE85F17A714E9...

9/16/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program (SLRP-2020-DPHS-02-REPAY-05)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Shauna M. Clark		1.4 Contractor Address 20 Gates Road, Unit #7, Marlborough, NH 03455	
1.5 Contractor Phone Number 603-856-5130	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation $15,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Shauna M. Clark F980B5AF09E14E8...	Date: 9/16/2020	1.12 Name and Title of Contractor Signatory Shauna M. Clark LCMHC	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D838DBEB6CA54A0...	Date: 9/21/2020	1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Public Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: [signature] D5CA920ZE32C4AE...		On: 9/22/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS SMC
Date 9/16/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Date 9/16/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

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Date 9/16/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Shauna M. Clark, LCMHC (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Contractor Initials DS SMC

Date 9/16/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

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Contractor Initials SML

Date 9/16/2020

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS SMC

Date 9/16/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

DS

Contractor Initials SMC

Date 9/16/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Shauna M. Clark
F080B6AF09E14C8...

9/16/2020
Date

Name: Shauna M. Clark
Title: LCMHC

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials SML
Date 9/16/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Shauna M. Clark
F880DEAF00E4AE6...

9/16/2020
Date

Name: Shauna M. Clark
Title: LCMHC

DS
SMC

Contractor Initials

9/16/2020
Date

DocuSign Envelope ID: 2C14CE24-4002-4951-BA34-E9702B48E0B4

Shauna Clark, LCMHC
20 Gates Rd Unit #7; Marlborough, NH 03455;

QUALIFICATIONS

- Licensed Clinical Mental Health Counselor (LCMHC),
- Licensed Nationally Certified Counselor
- Extensive experience working with children, adolescents and adults using a variety of theoretical perspectives in individual, family and group therapy sessions, with extensive experience in the residential Milieu model, Utilizing Life Space. Received training and certification in DBT and MATCH evidence based practices.

PROFESSIONAL EXPERIENCE

Monadnock Family Services, Keene, NH — 2016-Present

Community Based Clinician, DBT trained, and MATCH supervisor

- Provided individual and Family therapy to Client's in community mental health.
- Facilitated DBT group and individual therapy.
- MATCH trained and undergoing continued training to be in supervisory role for MATCH.

Wediko Children's Services, Windsor, NH — 2001-2016

Assistant Clinical Supervisor

- Guided a team of staff while implementing and developing programming in a residential, Therapeutic milieu of 11 Students.
- Facilitated daily group therapy sessions; individual therapy during life skills training or crisis intervention; and weekly family therapy sessions in accordance with Individual Treatment Plans.

Residential Counselor

- Assisted youth in developing appropriate skills, provided necessary support and supervision of youth, assessed youths strengths and needs, assisted in formulating personal progress plans, listened to youths problems and helped find solutions, completed daily and monthly paper work in a high intensity environment for children with emotional and learning disabilities.

Assistant Teacher

- Responsible for the behavior management and individual learning opportunities for students struggling with traditional learning styles, often needing to use creativity and positive relationship building as intervention skills.

Admissions Coordinator

- Maintained, Organized and Distributed confidential academic and clinical paperwork for students, including intake and discharge, utilizing Bestnotes databases.
- Coordinated the set-up and organization of meetings with diverse and often distant team members.
- Coordinating with Clinical and Academic Team Members to distribute information.

Administrative Assistant

- Demonstrated high level of customer service skills while dealing with confidential information, in a high volume workload.
- Responsible for the creation of time saving organizational tools to save company time and money when sending reports.

Franklin Pierce University, Rindge, NH — 2009-2011

Mental Health Counselor Internship

- Counseling with emphasis on prevention, working with individuals and groups to promote optimum mental health.
- Helping individuals deal with addictions and substance abuse; family boundaries; stress management; problems with self-esteem; and issues associated with adjusting to adult development and change.
- Maintaining confidentiality of records relating to client treatment

Jaffrey Rindge Middle School, Jaffrey, NH — 2008-2009

Guidance Counseling Internship

- Worked with Special Education professionals to provided necessary support and learning techniques for youth in a public school atmosphere.
- Attended team meetings to assess youth's strengths, progress, and needs in order to formulate appropriate educational plans.

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EDUCATION

Master of Arts, Clinical Mental Health Counseling, Substance Abuse/Addictions Counselor
Antioch University New England, Keene, NH 2010

Bachelor of Arts, Sociology
Keene State College, Keene, NH 2005

- Kappa Delta Sorority

COMMUNITY OUTREACH

Local Community Habitat for Humanity's	**2002-2015**
AmeriCorps, Rebuilding Together Pittsburgh, Community redevelopment	**2014**
Wediko Century Ride	**2008 & 2009**
Kappa Delta Sorority, Community Service	**2001-2002**
Rotary International, community Development and beautification volunteering	**1994-2001**
World Outreach Ministries (Bolivia), Construction and building	**June 1996**

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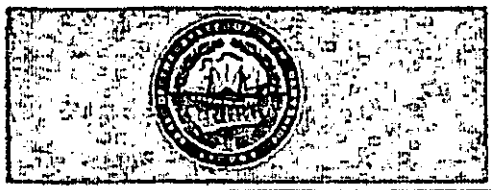

Person Information

Name: SHAUNA M CLARK, MA

License Information

License No: 1138 **Profession:** Mental Health **License Type:** Clinical Mental Health Counselor
License Status: Active **Issue Date:** 9/21/2015 **Expiration Date:** 9/21/2021

Discipline Information

No Discipline Information

Board Disciplinary Action

No Related Documents

No Related Documents

DocuSign Envelope ID: 2C14CE24-4002-4951-BA34-E9702B48E0B4

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/10/2020

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 have ADDITIONAL INSURED provisions or 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
Brown & Brown of New Hampshire
309 Daniel Webster Highway
Merrimack NH 03054

CONTACT NAME: Patricia LeBlanc
PHONE (A/C, No, Ext): (603) 424-9901 FAX (A/C, No): (866) 848-1223
E-MAIL ADDRESS: pleblanc@bbnhins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Massachusetts Bay Insurance Company	22306
INSURER B:	Allmerica Financial Benefit Insurance Company	41840
INSURER C:	The Hanover Insurance Company	22292
INSURER D:	Technology Insurance Company, Inc.	42376
INSURER E:		
INSURER F:		

INSURED
Monadnock Family Services
64 Main Street
Keene NH 03431

COVERAGES CERTIFICATE NUMBER: 20-21 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC OTHER:	Y		ZDV D360398-03	09/01/2020	09/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AWV D360674-03	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			UHV D360401-03	09/01/2020	09/01/2021	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3900815	09/01/2020	09/01/2021	[X] PER STATUTE [ ] OTH-ER	3A State: NH
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Human Services Professional Liability			ZDV D360398-03	09/01/2020	09/01/2021	Each Claim	1,000,000
							Aggregate	3,000,000

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

NH Dept of Health and Human Services is listed as additional insured for ongoing operations when required by written contract or agreement.

CERTIFICATE HOLDER

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

Julie Bernier

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Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Shauna M. Clark, LCMHC, Contractor, Monadnock Family Services, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Shauna M. Clark, LCMHC, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Monadnock Family Services, 64 Main Street, Keene, NH 03431 (hereafter referred to as the Employer), and is working full-time at Monadnock Family Services, 64 Main Street, Keene, NH 03431 (hereafter referred as the Practice Site).

2. The Practice Site is a Community Mental Health Center located in Cheshire County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $15,000 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed $10,000. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $1916 of providing services obligated under this contract.
    b. Second payment of $1916 of providing services obligated under this contract.
    c. Third payment of $1916 of providing services obligated under this contract
    d. Fourth payment of $1916 of providing services obligated under this contract.
    e. Fifth payment of $1292 of providing services obligated under this contract.
    f. Sixth payment of $1292 of providing services obligated under this contract.
    g. Seventh payment of $1292 of providing services obligated under this contract.
    h. Eighth payment of $1292 of providing services obligated under this contract.
    i. Ninth payment of $542 of providing services obligated under the contract.
    j. Tenth payment of $542 of providing services obligated under the contract.
    k. Eleventh payment of $542 of providing services obligated under the contract.
    l. Twelfth and final payment of $542 of providing services obligated under the contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Philip Wyzik
843F02AA3F57407...

9/17/2020

Philip Wyzik, CEO
Monadnock Family Services

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Shauna M. Clark
F980B5AF09E14E6...

9/16/2020

Shauna M. Clark, LCMHC
Monadnock Family Services

Date

DocuSigned by:
Alisa Druzba
8CCE65F17A714E9...

9/21/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program (SLRP-2020-DPHS-02-REPAY-01)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Suzanne C. Anderson		1.4 Contractor Address PO Box 871, Conway, NH 03818	
1.5 Contractor Phone Number 603-496-7932	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation $45,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Suzanne C. Anderson 1F1A02A3CFBC4S3... Date: 9/10/2020		1.12 Name and Title of Contractor Signatory Suzanne C. Anderson FNP	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D938DBFB8CA34AD... Date: 9/15/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D5CA9202E32C4AE... On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS SCA
Date 9/10/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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Date 9/10/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Date 9/10/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

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Date 9/10/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Suzanne C. Anderson, APRN (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Contractor Initials DS SCA

Date 9/10/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

Contractor Initials DS SCA

Date 9/10/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

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Date 9/10/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

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Contractor Initials SCA

Date 9/10/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Suzanne C. Anderson
1F1A02A58FDC454...

9/10/2020
Date

Name: Suzanne C. Anderson
Title: FNP

New Hampshire Department of Health and Human Services

Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and 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

Contractor Initials DS SCA

Date 9/10/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Suzanne C. Anderson
4F4A03A5CFBC454...

9/10/2020
Date

Name: Suzanne C. Anderson
Title: FNP

DS
SCA
Contractor Initials

9/10/2020
Date

DocuSign Envelope ID: CCA789D3-8256-4475-BFB1-28C04914866E

Suzanne C. Anderson, MSN

PO Box 871 Conway, NH 03838
418 Old Mail Rd. Tamworth, NH 03886

Professional Objective

I am seeking a position in an organization that has opportunities to incorporate my skills in patient care, leadership and education.

Education and Training

Saint Joseph's College of Maine, Standish, ME 2011- Dec.2013
Master of Science in Nursing candidate, Family Nurse Practitioner program
Graduation: December 31, 2013

Clinical Rotations

CHMG Weekend Access September 2012 – November 2013
Focus on Urgent Care for all age groups/all three clinical rotations
Preceptor: Cindi Croft, DO
250 Pleasant St.
Concord, NH 03301

Family Health Center- Elder Care Program July 2013 – October 2013
Preceptor: Lee Wald, PA-C
250 Pleasant St.Yeaple Building
Concord, NH 03301

Dartmouth Hitchcock Hudson Family Practice February 2013 – May, 2013
Focus on OBGYN and Pediatrics
Preceptor: Lora Council, MD
208 Robinson Rd.
Hudson, NH 03051

Concord Hospital Internal Medicine September 2012- December 2012
Focus on Adult Care
Preceptor: Jessica Pollack, ARNP
250 Pleasant St.
Concord, NH 03301

Education continued

Rivier College, Nashua, NH 2007- 2010
Bachelor of Science in Nursing

New Hampshire Technical Institute, Concord, NH 2003- 2005
Associate of Science in Nursing

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Professional Experience

Huggins Hospital, Moultonborough Family Medicine, Moultonborough, NH
APRN, Family Practice

My responsibilities include direct patient care. 2018-present

Memorial Hospital Primary Care, North Conway, NH
APRN, Family Practice 2014-2018

My responsibilities include direct patient care in Primary Care, covering for providers in Diabetes as well as Urgent Care. I am also on the PCMH Committee as well as the Standardization Committee.

Concord Hospital, Concord, NH

- *Family Health Center*

Registered Nurse, Clinical Leader 2006 – 2014

My responsibilities include direct patient care, quality improvement leadership, health professional education (Family Medicine residents, medical students, nurses, medical assistants), clinical competency instruction, staff scheduling and supervision, team building activities and resource management.

Leadership courses

2010	Crucial Conversations
2011	Skills of Inquiry and Advocacy
2009	Positive Power and Influence
2010	Management Skills for New Leaders
	Personality Styles at Work

- *Medical/Surgical and Orthopedics Inpatient Units*

Staff Registered Nurse 2005 - 2006
My responsibilities included direct patient care, collaboration in quality improvement initiatives, and orientation of new nursing staff.

- *Medical/Surgical and Orthopedics Inpatient Units*

Licensed Nursing Assistant 2004 – 2005
My responsibilities included direct patient care.

Volunteer Work

Honduras Medical Mission 2009, 2012, 2013
As part of a volunteer interdisciplinary medical team from Concord Hospital, I provided clinical care to underserved families in collaboration with Honduran clinicians in two rural areas. I also coordinated a fundraising event to help defray team expenses.

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Presentations

Society of Teachers of Family Medicine Annual Meetings
Anderson, S., Council, L., Geffken, D., etc. 2010
"Integrating Care Plans into a Busy Outpatient Practice"

Anderson, S., Council, L., Geffken, D, etc. 2009
"The Evolution of Care Plans in a Family Medicine Residency"

Publications

Council L Schwartz; Geffken D, Valeras, A B, Orzano, A. J; Rechisky, A; Anderson, S A medical home: Changing the way patients and teams relate through patient-centered care plans. Families, Systems, & Health, Vol 30(3), Sep 2012, 190-198.

Licensure and Certifications

State of NH Nursing License	current through 2018
State of NH APRN License	current through 2018
Basic Cardiac Life Support (BCLS)	2019

Professional Memberships

American Nursing Association/ NH Nursing Association	2011-12
AADE	2015-16

Recognition

Bow Rotary Club International Service Award	2012

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NEW HAMPSHIRE
Online Licensing

nh.gov Licensing Home

Person Information

Name: SUZANNE C ANDERSON

License Information

License No: 055275-23 **Profession:** Nursing **License Type:** APRN-NP-Family
License Status: Active **Issue Date:** 5/28/2014 **Expiration Date:** 12/21/2020

All ARNP license numbers have been converted to xxxxxx-23. There will no longer be a category distinct license number (xxxxxx-23-xx). Any questions, please contact the Board office.

Discipline Information

No Discipline Information

Board Action

No Related Documents

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/10/2020

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 have ADDITIONAL INSURED provisions or 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
Cross Insurance-Portsmouth
75 Portsmouth Blvd.
Suite 100
Portsmouth NH 03801

CONTACT NAME: Paula Martineau, AAI, ACSR
PHONE (A/C, No, Ext): (603) 812-2600 FAX (A/C, No): (603) 570-1073
E-MAIL ADDRESS: pmartineau@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Frankenmuth Mutual Ins Co.	13986
INSURER B: Excelsior Insurance Co.	11045
INSURER C: Medical Mutual Ins Company of Maine	
INSURER D: Granite State Health Care and Human Services Self-	
INSURER E:	
INSURER F:	

INSURED
Huggins Hospital
240 S Main St
Wolfeboro NH 03894-4411

COVERAGES CERTIFICATE NUMBER: CL19122710123 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			6651428	01/13/2020	01/13/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							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
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA8071943	09/30/2019	09/30/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			NHUMB000388	10/01/2019	10/01/2020	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		HCHS20190000105	02/01/2020	02/01/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Physician's Professional Liability/ Hospital's Professional Liability			NHGRP000390 / NHHPL000389	10/01/2019	10/01/2020	Each Claim	1,000,000
							Aggregate	3,000,000

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

Evidence of Insurance - Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

State of New Hampshire, Department of Health and Human Services
129 Pleasant Street
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

Paula Martineau

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Granite State Healthcare
and Human Service Trust

PO Box 4197
Concord, NH 03302-4197

Issue Date: Jan 13, 2020

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

This certificate does not amend, extend or alter the coverage afforded by the policies below.

Certificate of Insurance

Certificate Holder

Laura Stauss
Huggins Hospital
240 South Main Street
Wolfeboro, NH 03894

Companies Affording Coverage

Company Letter A	Granite State HC&HS Trust
Company Letter B	Midwest Employers Casualty Corp.

This policy is effective at 12:00 am on 2020-02-01 , and will expire at 12:01 am on 2021-02-01 .

This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

Coverages

This is to certify that the Workers' Compensation and Employer's Liability Insurance has been issued to the insured named above for the policy period indicated, not withstanding 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.

Type of Insurance/Carrier	Policy Number	Effective Date	Expiration Date	LIMITS	
A: Workers' Compensation & Employer's Liability					
				E.L. Each Accident	$1,000,000
Granite State HC&HS Trust	HCHS20200000218	2020-02-01	2021-02-01	E.L. Disease-Pol Limit	$1,000,000
				E.L. Disease-Each Emp	$1,000,000
B: Excess Insurance				Workers' Compensation	Statutory
Midwest Employers Casualty Corp.	EWC009477	02/01/2020	02/01/2021	Employer's Liability	$1,000,000

Description of Operations

☐ Officers Excluded

Member

Laura Stauss
Huggins Hospital
240 South Main Street
Wolfeboro, NH 03894

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

The LAWSON GROUP
Thinking. Without the Box.

Authorized Representative — Jan 13, 2020 Date

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Suzanne C. Anderson, APRN, Contractor, Huggins Hospital, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

DS
SCA

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Suzanne C. Anderson, APRN, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Huggins Hospital, 240 South Main Street, Wolfeboro, NH 03894 (hereafter referred to as the Employer), and is working full-time at Moultonborough Family Medicine, 984 Whittier Highway, Moultonborough, NH 03254 (hereafter referred as the Practice Site).

2. The Practice Site is in a Medically Underserved Area/Population in Carroll County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $45,000 over the service term. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

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ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

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ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $5000 of providing services obligated under this contract.
    b. Second payment of $5000 of providing services obligated under this contract.
    c. Third payment of $5000 of providing services obligated under this contract
    d. Fourth payment of $5000 of providing services obligated under this contract.
    e. Fifth payment of $3750 of providing services obligated under this contract.
    f. Sixth payment of $3750 of providing services obligated under this contract.
    g. Seventh payment of $3750 of providing services obligated under this contract.
    h. Eighth payment of $3750 of providing services obligated under this contract.
    i. Ninth payment of $2500 of providing services obligated under the contract.
    j. Tenth payment of $2500 of providing services obligated under the contract.
    k. Eleventh payment of $2500 of providing services obligated under the contract.
    l. Twelfth and final payment of $2500 of providing services obligated under the contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

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Contractor Initials

9/10/2020

Date ____

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Jeremy S. Roberge
9DE45063C8CB4D8...

9/15/2020

Jeremy Roberge, President/CEO
Huggins Hospital

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Suzanne C. Anderson
1E1A02A5CEBC454...

9/10/2020

Suzanne C. Anderson, APRN
Moultonborough Family Medicine

Date

DocuSigned by:
Alisa Druzba
8CCE65F17A714E9...

9/15/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

DS
SCA

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program (SLRP-2021-DPHS-01-REPAY-08)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Adam Chelmo		1.4 Contractor Address 134 Borough Road, Concord, NH 03303	
1.5 Contractor Phone Number 603-315-7399	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation $45,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Adam Chelmo EF4FD69557E9441... Date: 9/11/2020		1.12 Name and Title of Contractor Signatory Adam Chelmo LCMHC NH#2131	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D990DDFB6CA54A8... Date: 9/14/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D5CA9202E32C4AE... On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS AC
Date ~~9/11/2020~~

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials DS AC
Date 9/11/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS AC
Date 9/11/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials AC
Date 9/11/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Adam Chelmo, LCMHC (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Contractor Initials DS AC

Date 9/11/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

Contractor Initials DS AC

Date 9/11/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS AC

Date 9/11/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

DS

Contractor Initials AC

Date 9/11/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Adam Chelmo
CF4FD89567E3441...

9/11/2020
Date

Name: Adam Chelmo
Title: LCMHC NH#2131

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

DS
Contractor Initials AC
Date 9/11/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Adam Chelmo
EF4FD8065F3444...

9/11/2020
Date

Name: Adam Chelmo
Title: LCMHC NH#2131

DS
AC

Contractor Initials

9/11/2020
Date

DocuSign Envelope ID: 2F2AF27A-933F-41B4-B7DF-80145A43A0A8

Adam Chelmo MS, LCMHC
134 Borough Rd
Concord, NH 03303

Professional counselor with experience providing therapeutic services to a diverse population of child, adolescent and adult clients who have mental health and or substance abuse disorders in residential settings, hospitals, a correctional institution and the community.

Education:

- Advanced Graduate Studies Training in Mental Health Counseling, Rivier University (September, 2012-2013)
- Master of Science, Psychology, Rivier University (May, 2011)
- Bachelor of Science, Psychology, Mount Washington College (December, 2008)
- Associate Degree of Science, Criminal Justice, Northern Essex Community College, (June, 2002)

Certification: Licensed as a Clinical Mental Health Counselor in the State of New Hampshire. License # 2131

Professional Affiliations:

- Professional Membership with the New Hampshire Mental Health Counselors Association. Member # 267

Professional Experience:

Mobile Crisis Clinician/Emergency Services, Riverbend Community Mental Health Inc. Concord, NH 05/2019 - Present

- Provide clinical assessment and mental health interventions in, office, homes and community locations.
- Provide short-term counseling, case management and arrange referrals to appropriate services.
- Facilitate, screen and respond accordingly to triage psychiatric crisis telephone calls using agency guidelines.
- Establish a professional working relationship with health providers and state and local emergency personnel in the community.
- Develop case conceptualizations formulated by direct client interactions to identify essential wants and needs.
- Full-time

Access Clinician, Southern New Hampshire Medical Center, Nashua, NH 05/2019 – 10/2019

- Perform mental status examinations and complete psycho-social evaluations, initiate a preliminary diagnosis.
- Conducts crisis intervention assessments on inpatients and outpatients.
- Utilize appropriate crisis intervention techniques to stabilize patients and family members.
- Collaborate in care planning via team rounds, huddles and individual consultations with healthcare team members.
- Develop a preliminary treatment plan for each patient.
- Perform ongoing safety evaluations for patients with suicidal / homicidal risk who are inpatients or awaiting transfer.
- Evaluate a patient's level of use and dependence on drugs of abuse and determine patient's level of safety.
- Facilitate involuntary emergency admissions
- Provide patient education and arrange for outpatient treatment.
- Per Diem

Correctional Treatment Specialist, Bureau of Prisons, Berlin, NH 01/2015 to 05/2019

- Managed and organized the non-residential drug abuse program and facilitated groups such as drug education, non-residential drug abuse and RDAP Follow-Up groups.
- Completed screenings and record reviews to determine eligibility for the residential drug abuse program and refer inmates to the drug abuse program coordinator for an RDAP interview.
- Provided individual and group counseling to inmates in a residential treatment program.
- Managed and supervised inmates in a reentry program to ensure compliance with rules and regulations
- Utilized evidenced base cognitive behavioral therapy practices in a modified therapeutic community setting.
- Created individual treatment plans for a caseload of inmates to address dysfunction in multiple areas of their lives.
- Facilitated therapeutic process groups, workbook/journal groups, and special interest and psychoeducation groups.
- Completed psychosocial interviews with inmates using motivational interviewing techniques.

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Adam Chelmo MS, LCMHC
134 Borough Rd
Concord, NH 03303

- Conducted readjustment counseling sessions to prepare federal inmates for re-entry into their communities.
- Collaborated with treatment team staff about inmate's progress, areas in need of improvement, discuss treatment interventions designed to improve program effectiveness and participant achievement.
- Completed progress reviews bi-monthly, treatment summaries at the end of treatment and clinical contact notes
- Routinely delivered psycho-education groups that include life skills, family support, & community integration.
- Regularly established treatment goals through a collaborative process with the inmate utilizing advanced counseling skills, including evidenced-based practices, screening and assessment.
- Demonstrated the ability to make professional evaluations, decisions, and recommendation for treatment planning and implementation.
- Active participation as a negotiator on the crisis negotiation team at FCI Berlin.
- Full-time 40 hours.

Mental Health Counselor, Franklin Hospital, Franklin, NH 10/2017-04/2019

- Managed and supervised the activity of adult patients admitted to a psychiatric unit who have mental health issues.
- Initiated crisis intervention and safety management techniques to deescalate conflicts and provide care to patients experiencing psychotic symptoms, mania, anxiety, posttraumatic stress, depression, substance abuse withdrawals.
- Utilize supportive and solution focused individual therapeutic techniques with patients.
- Implemented rational emotive behavioral therapeutic techniques with patients
- Increased awareness of medical issues influence on mental health symptoms with a psychiatric patient.
- Teach patients how to develop and use effective coping skills to manage mental illness symptoms.
- Conducted psychoeducational groups designed to meet the needs of the client population presenting issues.
- Per-Diem

Staff Therapist, Southbay Mental Health, Lowell, MA 2/2014 – 1/2015

- Provided individual and family therapeutic services for child, adolescent and adult clients with mental health and/or substance abuse concerns in the community.
- Performed case management and organization functions for clients who have community challenges.
- Demonstrated the ability to make professional evaluations, decisions and recommendation for treatment planning and implementation.
- Developed individual treatment plans for clients to improve psychological, social, occupation, educational, recreation and community functioning.
- Collaborated with individuals to develop recreation and vocational treatment objectives and interventions.
- Routinely established treatment goals through a collaborative process with the client utilizing advanced counseling skills, including evidenced-based practices and screening/assessment.
- Demonstrated the ability utilize the current DSM in making diagnoses and formulation of treatment goals and application of appropriate clinical intervention using professional counseling practices.
- Displayed knowledge and competency of the fundamentals of the counseling process, which includes defining patient/family problems and maintaining an effective counseling relationship.
- Previously trained and certified as a child & adolescent needs & strengths (CANS) assessor in Massachusetts.
- Participated in family meetings with department of youth services providers in the community in Massachusetts.
- Participated in school meetings on a client and family's behalf to improve school and behavioral functioning.
- Full-Time 35-40 hours

Emergency Services Clinician, Lahey Health Behavioral Services, Lowell, MA 06/2012 – 10/2013

- Provided crisis intervention services for individuals experiencing psychological distress via phone, at the community crisis center, in hospital emergency departments or in the community as a mobile crisis clinician.
- Provided consultation, psycho-education, information and support to individuals, families and other community agencies requesting crisis stabilization services.

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Adam Chelmo MS, LCMHC
134 Borough Rd
Concord, NH 03303

- Experience working with child, adolescent, adult, geriatric and ethnically diverse populations who present with mental illnesses, pervasive developmentally disorders, dual diagnoses or chemical dependency issues.
- Displayed the ability to provide subject matter consultation to colleagues and others on the counseling process within various specialty areas, build on the foundation of competence through regular meetings & discussions to explain assignments, review progress of cases and confer about the counseling perspectives & orientation.
- Demonstrated the ability to utilize the current DSM in making diagnoses and formulation of treatment goals and application of appropriate clinical intervention using professional counseling practices.
- Routinely established treatment goals through a collaborative process with the client utilizing advanced counseling skills, including evidenced-based practices and screening/assessment.
- Coordinated services with other agencies and providers involved with clients in crisis and made referrals appropriate to the needs of the client, family or agency.
- Demonstrated the ability to make professional evaluations, decisions, & recommendation for treatment planning & implementation.
- Completed substance abuse evaluations to determine individual needs and referral to appropriate inpatient or outpatient programs.
- Evaluated child and adolescent clients with parents to determine appropriate levels of care and needed services.
- Full-time 40 hours

Mental Health Worker, New Hampshire State Psychiatric Hospital, Concord, NH 04/2006 – 07/2012

- Responsible for supervising the activity of adult, child, adolescent and geriatric patients involuntarily admitted to a secure psychiatric unit who has acute mental illnesses.
- Initiated crisis intervention/prevention and safety management techniques to deescalate conflicts and provide direct care to patients who are experiencing psychotic symptoms, mania, anxiety, posttraumatic stress and depression.
- Assisted the RN in completing the admission process with new patients and I provided orientation for the patient to their assigned unit and the hospital environment.
- Provided counseling to patients as required in order to manage their behavior and ensure their safety in the hospital.
- Collaborated with interdisciplinary treatment teams to assist with the creation and implementation of treatment, behavioral and discharge plans.
- Advocated as a patient's liaison by accompanying them to various community appointments for housing, intakes and medical appointments, ensuring they get the information to make informed decisions.
- Supported rules and regulations related to confidential health care information and HIPPA regulations.
- Identified changes in the cognitive, emotional and behavioral condition of all patients receiving treatment.
- Provided 1:1 direct support to child and adolescent patients in a psychiatric unit including role modeling, emotional support and healthy attachments.
- Utilized a positive psychology approach to encourage youth patients to use their strengths and strive to reach their potential growth and development.
- Full-Time 40 hours

State of New Hampshire

BOARD OF MENTAL HEALTH PRACTICE

ADAM C CHELMO, MHC

LICENSED

CLINICAL MENTAL HEALTH COUNSELOR

LICENSE # 2131 EXPIRES March 27, 2021

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RIVERCOM12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/02/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
3 Executive Park Drive, Suite 300
Bedford, NH 03110
855 874-0123

CONTACT NAME:
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Riverbend Community Mental Health Inc.
PO Box 2032
Concord, NH 03302-2032

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	X COMMERCIAL GENERAL LIABILITY			PHPK2042932	10/01/2019	10/01/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2042929	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB695250	10/01/2019	10/01/2020	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $ $10K							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HCHS20190000171	10/01/2019	02/01/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		HCHS20190000172	10/01/2019	02/01/2020	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liability			PHPK2042932	10/01/2019	10/01/2020	$1,000,000 Ea. Incident $3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Amy Ordile, LCMHC-Start Date: 9/10/2012.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
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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Granite State Healthcare
and Human Service Trust

PO Box 4197
Concord, NH 03302-4197

Issue Date 02/06/2020

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Certificate Of Insurance

CERTIFICATE HOLDER

Dept. of Health & Human Services
129 Pleasant Street
Concord, NH 03301

Companies Affording Coverage

COMPANY LETTER	A	The Granite State Healthcare And Human Services Self-Insured Group Trust
COMPANY LETTER	B	Midwest Employers Casualty Corp.

This policy is effective on 2/1/2020 12:00 AM, and will expire on 2/1/2021 12:00 AM. This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

COVERAGES

This is to certify that the Workers' Compensation and Employer's Liability Insurance has been issued to the insured named above for the policy period indicated, not withstanding 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.

Type of Insurance/Carrier	Policy Number	Policy Effective	Policy Expiration	LIMITS	
Workers' Compensation & Employer's Liability The Granite State Healthcare And Human Services Self-Insured Group Trust	HCHS20200000230	2/1/2020 12:00 AM	2/1/2021 12:00 AM	W/C Statutory Limits	
				E.L. Each Accident	$1,000,000
				E.L. Disease - Pol Limit	$1,000,000
				E.L. Disease - Each Emp	$1,000,000
Excess Insurance Midwest Employers Casualty Corp	ewc009477	2/1/2020 12:00 AM	2/1/2021 12:00 AM	Workers' Compensation	Statutory
				Employer's Liability	$1,000,000

Description of Operations:

☐ Excluded Officer

Covering operations of the insured during the policy term. Per NH Law, additional insured and waiver of subrogation are not allowed on workers' comp. COIs.

MEMBER

Riverbend Community Mental Health, Inc.
3 North State Street
Concord, NH 03301

CANCELLATION

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

02/06/2020

Authorized Representative | Date

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Adam Chelmo, LCMHC, Contractor, Riverbend Community Mental Health Center, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

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ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Adam Chelmo, LCMHC, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Riverbend Community Mental Health Center, PO Box 2032, Concord, NH 03301 (hereafter referred to as the Employer), and is working full-time at Riverbend Community Mental Health Center, 40 Pleasant Street, Concord, NH 03301 (hereafter referred as the Practice Site).

2. The Practice Site is a Community Mental Health Center in Merrimack County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $45,000 over the service term. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

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i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $5000 of providing services obligated under this contract.
    b. Second payment of $5000 of providing services obligated under this contract.
    c. Third payment of $5000 of providing services obligated under this contract
    d. Fourth payment of $5000 of providing services obligated under this contract.
    e. Fifth payment of $3750 of providing services obligated under this contract.
    f. Sixth payment of $3750 of providing services obligated under this contract.
    g. Seventh payment of $3750 of providing services obligated under this contract.
    h. Eighth payment of $3750 of providing services obligated under this contract.
    i. Ninth payment of $2500 of providing services obligated under the contract.
    j. Tenth payment of $2500 of providing services obligated under the contract.
    k. Eleventh payment of $2500 of providing services obligated under the contract.
    l. Twelfth and final payment of $2500 of providing services obligated under the contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

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ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Lisa K. Madden
62968E16890F4CC... 9/13/2020

Lisa Madden, CEO — Date
Riverbend Community Mental Health Center

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Adam Chelmo
EF4FD69557E3441... 9/11/2020

Adam Chelmo, LCMHC — Date
Riverbend Community Mental Health Center

DocuSigned by:
Alisa Druzba
8CCE65F17A714E9... 9/14/2020

Alisa Druzba, Section Administrator — Date
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

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Contractor Initials 9/11/2020
Date ____

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program (SLRP-2021-DPHS-01-REPAY-09)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Brittany Anibal		1.4 Contractor Address 37 Birch Lane, Holderness, NH 03245	
1.5 Contractor Phone Number 865-548-8488	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation $37,500
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Brittany Anibal Date: 9/10/2020		1.12 Name and Title of Contractor Signatory Brittany Anibal DO	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris Date: 9/11/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS BA
Date 9/10/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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Date 9/10/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials BA

Date 9/10/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Date 9/10/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials BA
Date 9/10/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Brittany Anibal, DO (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Contractor Initials DS BA

Date 9/10/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

DS

Contractor Initials BA

Date 9/10/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS BA

Date 9/10/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

DS

Contractor Initials BA

Date 9/10/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Brittany Anibal
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9/10/2020
Date

Name: Brittany Anibal
Title: DO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS BL

Date 9/10/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Brittany Anibal
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9/10/2020
Date

Name: Brittany Anibal
Title: DO

DS
BA

Contractor Initials BA
Date 9/10/2020

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Brittany Kalae Anibal, DO

221 Old Parker Private Drive, Kingsport, TN 37664

Education

2017-2020: East Tennessee State University, *Johnson City, TN*
Pediatric Resident
2013-2017: University of Pikeville- Kentucky College of Osteopathic Medicine, *Pikeville, KY*
Doctor of Osteopathic Medicine
2008-2012: University of New Hampshire, *Durham, NH*
Bachelor of Sciences in Medical Laboratory Sciences
Graduated as University Scholar, Magna Cum Laude
2004-2008: Souhegan High School, *Amherst, NH*
Honors Diploma

Professional Testing and Certifications

COMLEX Level 3
Passed March 2018
COMLEX Level 2PE
Passed November 2016
COMLEX Level 2
Passed September 2016
COMLEX Level 1
Passed August 2015
Pediatric Advanced Life Support (PALS)
Expires May 2021
Advanced Cardiovascular Life Support (ACLS)
Expires May 2021

Oral and Poster Presentations

December 2018: *Neonatal Alloimmune Thrombocytopenia: A Case Report*
Presented at ETSU Pediatric Residency Neonatal Report
August 2018: *Update on Pediatric Blood Pressure Guidelines*
Presented at ETSU Morning Report
June 2018: *Transition of Care of Pediatric Patients to Adult Providers*
Presentation at monthly Morbidity and Mortality Conference at East Tennessee State University
April 2018: *Case Report: Streptococcus Pneumoniae Sepsis in a Late Preterm Infant*
Presented poster at Appalachian Student Research Forum
September 2017: *Neonatal Case Review of Congenital CMV*
Presentation at East Tennessee State University Neonatal Report

Leadership Positions

May 2014- May 2015: CMA Club President

- Created partnership with Appalachian Hospice
- Helped earn Club of the Month recognition in December 2014
- Raised over $300 for the club with a coffee mug fundraiser

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August 2014- May 2015: Teaching Assistant for Principles of Osteopathic Medicine

- Helped first year medical students with manipulative techniques and diagnoses
- Administered practical exams four times a semester for two semesters

September 2013- May 2014: CMA First Year Liason

- Acted as main communicator for the club to the first year class
- Assisted with organizing meetings
- Prayed at meetings

Fall 2011: Teaching Assistant for General Biochemistry at University of New Hampshire

- Helped students during lab sessions by demonstrating techniques and answering questions about the day's lab

Honors and Awards

2019: Member of Highest Scoring Nelson Exam Team for the Year
East Tennessee State University Pediatric Residency

2019: April Resident of the Month
East Tennessee State University Pediatric Residency

2015: Nominated for Student D.O. of the Year
University of Pikeville

2008-2012: Annual $1,000 Dean's Scholarship Recipient
University of New Hampshire

Technical and specialized skills

- Competent with several EHR software systems including Epic, Soarian, and Allscripts
- September 2015: Completed training class on ICD-10 coding

Internships

May 2011-August 2011: Quality Department Intern
Hitchiner Manufacturing, Milford, NH

- Rewrote operator work instructions for greater clarity
- Uploaded new documents to the company document database
- Revised and managed documents currently in document database

Summer 2011: Gastroenteritis and Lyme Disease Case Studies Intern
New Hampshire Department of Health and Human Services, Concord, NH

- Reviewed cases of Lyme Disease in New Hampshire for CDC qualifications
- Input gastroenteritis outbreak data into NORS database
- Looked for possible links between cases of gastrointestinal illness

Summer 2011: Phlebotomy Intern
Exeter Hospital, Exeter, NH

- Performed venipunctures on both pediatric and adult outpatients
- Gained experience with wide variety of patients
- Observed heel sticks on infants

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Volunteer Experience

- Helped with "Once Upon A Time" Child Abuse Awareness Event in Johnson City, TN in 2018 and 2019
- Organized complete list of group therapy sessions for pediatric patients and providers for various medical ailments to be used by local pediatric community in Johnson City, TN
- Helped with Coats for Kids courtesy of the Rotary Club in Pikeville, KY
- Volunteered at the YMCA Homework Helpers in Pikeville, KY
- Volunteered at various events at the University of Pikeville such as the Pre-SOMA convention, Interview day, and SAAO's mock practicals
- Worked with Habitat for Humanity in both Birmingham, AL and Pikeville, KY
- Volunteered in the ED for 2 years at Frisbee Memorial Hospital in Rochester, NH
- Mentored struggling General Biology freshmen in Durham, NH
- Mentor and Coordinator for Wild Cat Youth Mentors for 2 years in Durham, NH
- Volunteer at the Cornucopia Food Pantry in Durham, NH

Work Experience

September 2012- May 2013: Optometry Assistant
New Horizons Eye Care, Birmingham, AL
March 2012- July 2012: Optometry Assistant
Fox Run Eye Care, Newington, NH
October 2011- March 2012: Sales Associate
Movado Company Store, Kittery, ME
September 2010-May 2011: Shoe Sales Associate
Macy's Department Store, Newington, NH

Professional memberships

American Academy of Pediatrics
Member since July 2017
Christian Medical Association
Member since September 2013
Student American Academy of Osteopathy
Member since August 2013
Attended 2014 Convention in Colorado Springs, CO

Interests and hobbies

Crafting and Up-cycling
Hiking
Boating
Gardening

nh.gov Licensing Home

Person Information

Name: BRITTANY KALAE ANIBAL, DO

Address Information

Address: 325 NORTH STATE OF FRANKLIN RD **City:** JOHNSON CITY **Zip:** 37604 **State:** TN
Phone: 4234397320

License Information

License No: 20060 **Profession:** Medicine **License Type:** Physician
License Status: Current **Issue Date:** 11/6/2019 **Expiration Date:** 6/30/2021

Additional Information

Specialty: Pediatrics

Board Certification Information

Board Certified	Certification	Expiration	ABMS Board Specialties
No			

Medical Education Information

Type	Facility Name	Country	Year
Medical School	UNIVERSITY OF PIKEVILLE-KENTUCKY COLLEGE OF OSTEOPATHIC MEDICINE, KY	USA	2017
Residency	EAST TENNESSEE STATE UNIVERSITY PROGRAM, TN	USA	2017-2020

Remarks

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2020

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 have ADDITIONAL INSURED provisions or 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
Arthur J. Gallagher Risk Management Services, Inc.
470 Atlantic Avenue
Boston MA 02210

CONTACT NAME:
PHONE (A/C, No, Ext): 617-261-6700 FAX (A/C, No): 617-646-0400
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance American Specialty Ins Co	41718
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SPEAMEM-01
Speare Memorial Hospital
16 Hospital Road
Plymouth NH 03264

COVERAGES CERTIFICATE NUMBER: 189202044 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HCP10005550705	10/1/2019	10/1/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Hospital Professional Liability			HCP10005550705	10/1/2019	10/1/2020	$1,000,000 $3,000,000 Claims Made Coverage	Each Occurence Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This policy to include Lauren Blue, MD - Ashley Francis, APRN - Laurel Galvin, APRN as employees of Speare Memorial Hospital

CERTIFICATE HOLDER

NH Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

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
Patrick J. Veale

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SPEAMEM-02 SGAULIN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/20/2020

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 have ADDITIONAL INSURED provisions or 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 License # 1780862
HUB International New England
275 US Route 1
Cumberland Foreside, ME 04110

CONTACT NAME: Lynda Crandall
PHONE (A/C, No, Ext): (207) 558-6594 FAX (A/C, No):
E-MAIL ADDRESS: Lynda.crandall@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Associated Industries of Massachusetts Mutual Insurance Compan	33758
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Speare Memorial Hospital
16 Hospital Road
Plymouth, NH 03264

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		WMZ-800-8007575-2019A	10/1/2019	10/1/2020	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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

RE: State Loan Repayment Program

CERTIFICATE HOLDER

NH Department of Health and Human Services
29 Hazen 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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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Brittany Anibal, DO, Contractor, Speare Memorial Hospital, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Brittany Anibal, DO, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Speare Memorial Hospital, 16 Hospital Road, Plymouth, NH 03264 (hereafter referred to as the Employer), and is working full-time at Plymouth Pediatric and Adolescent Medicine, 71 Highland Street, Plymouth, NH 03264 (hereafter referred as the Practice Site).

2. The Practice Site is a Federally Qualified Health Center in a Health Professions Shortage Area in Grafton County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $37,500 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed $37,500.The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $3750 of providing services obligated under this contract.
    b. Second payment of $3750 of providing services obligated under this contract.
    c. Third payment of $3750 of providing services obligated under this contract
    d. Fourth payment of $3750 of providing services obligated under this contract.
    e. Fifth payment of $3125 of providing services obligated under this contract.
    f. Sixth payment of $3125 of providing services obligated under this contract.
    g. Seventh payment of $3125 of providing services obligated under this contract.
    h. Eighth payment of $3125 of providing services obligated under this contract.
    i. Ninth payment of $2500 of providing services obligated under the contract.
    j. Tenth payment of $2500 of providing services obligated under the contract.
    k. Eleventh payment of $2500 of providing services obligated under the contract.
    l. Twelfth and final payment of $2500 of providing services obligated under the contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

DS
BA

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Michelle L. McEwen
BCA67A2E79314C9

9/11/2020

Michelle McEwen, President/CEO
Speare Memorial Hospital

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Brittany Anibal
8F36454CE36E4DA...

9/10/2020

Brittany Anibal, DO
Speare Memorial Hospital

Date

DocuSigned by:
Alisa Druzba
8CCE85E17A714E9...

9/11/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program (SLRP-2021-DPHS-01-REPAY-05)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Corey Gately		1.4 Contractor Address 72 October Lane, Gilford, NH 03249	
1.5 Contractor Phone Number 603-455-5725	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation $45,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Corey Gately 4C98616F43814D4... Date: 9/10/2020		1.12 Name and Title of Contractor Signatory Corey Gately MLADC	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D9380BFB6CA64A0... Date: 9/11/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D5CA9202E32C4AE On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS CG
Date 9/10/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials DS LG

Date 9/10/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials LG

Date 9/10/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS CG

Date 9/10/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials LG
Date 9/10/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Corey Gately, MLADC (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Contractor Initials DS CG

Date 9/10/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

Contractor Initials DS LG

Date 9/10/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS LG

Date 9/10/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

DS

Contractor Initials VG

Date 9/10/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Corey Gately
4D9001DF43014B4...

9/10/2020
Date

Name: Corey Gately
Title: MLADC

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Corey Gately
4C06B19F43B44D4...

9/10/2020
Date

Name: Corey Gately
Title: MLADC

DS
CG

Contractor Initials CG
Date 9/10/2020

DocuSign Envelope ID: CC1BA8D3-13BC-4469-9D9C-D3C116ACF17E

Corey E. Gately
72 October Lane
Gilford, New Hampshire 03249

Education

Springfield College School for Human Services, Manchester, NH
Master's of Science in Human Services, concentration in Community Psychology
Graduated May 1995
GPA: 3.9

Keene State College, Keene, NH
Bachelor of Arts in Psychology and Sociology
Associate's in Chemical Dependency
Psychology Honor Society
Graduated May 1993

Experience

January 2017 – present
Plymouth State University
Teaching Lecturer

May 2015 – present
Lakes Region General Healthcare Recovery Clinic – Laconia, NH
Director of Substance Use Services
Clinical Program Coordinator
Master's Licensed Alcohol and Drug Counselor
DOT Substance Abuse Professional

September 2012 – May 2015
Horizons Counseling Center, Gilford, NH
Intensive Outpatient Substance Abuse Counselor
Master's Licensed Alcohol and Drug Counselor
DOT Substance Abuse Professional

June 2001 - August 2012
Lakes Region General Healthcare, Laconia, NH
Intensive Outpatient Substance Abuse Counselor
Master's Licensed Alcohol and Drug Counselor
DOT Substance Abuse Professional

Current Activities

Franklin Mayor's Task Force
Gilford Together Committee Member
St. Baldrick's Committee Member
Gilford School District Parent Volunteer

NAADAC Member and NHADACA Member
2011 New Hampshire 40 under 40 Award
2012 NHADACA Counselor of the Year
2016 Leadership Lakes Region Participant

nh.gov
Licensing
Home

Person Information

Name: COREY E GATELY

License Information

License No:	0633	**Profession:**	Alcohol and Other Drug Use	**License Type:**	Master Licensed Alcohol & Drug Counselor
License Status:	Active	**Issue Date:**	3/10/2008	**Expiration Date:**	6/30/2021

No Related Documents

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2019

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 have ADDITIONAL INSURED provisions or 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
MARSH USA, INC.
99 HIGH STREET
BOSTON, MA 02110
Attn: Boston.certrequest@Marsh.com

CN107277064-LRG-gener-20-21

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Granite Shield Insurance Exchange	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
LRGHealthcare
80 Highland Street
Laconia, NH 03246

COVERAGES **CERTIFICATE NUMBER:** NYC-009381853-20 **REVISION NUMBER: 3**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GSIE-PRIM-2020-103	01/01/2020	01/01/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 12,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER

State of New Hampshire
Department of Health & Human Services
129 Pleasant Street
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
of Marsh USA Inc.
Elizabeth Stapleton

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/17/2020

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 have ADDITIONAL INSURED provisions or 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
CROSS INSURANCE - LACONIA
155 Court Street
Laconia NH 03246

CONTACT NAME: Tracy Andriski, CISR
PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3666
E-MAIL ADDRESS: tandriski@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: MEMIC Indemnity Company	11030
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
LRGHealthcare
80 Highland Street
Laconia NH 03246

COVERAGES CERTIFICATE NUMBER: CL2091733955 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		3102806692	10/01/2020	10/01/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire Department of Health & Human Services
129 Pleasant Street
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

Tracy Andriski

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Corey Gately, MLADC, Contractor, LRGHealthcare, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Corey Gately, MLADC, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by LRGHealthcare, 80 Highland Street, Laconia, NH 03246 (hereafter referred to as the Employer), and is working full-time at LRGH – The Doorway, 80 Highland Street, Laconia, NH 03246 as well as LRGHealthcare Recovery Clinic, 15 Aiken Avenue, Franklin, NH 03235 (hereafter referred as the Practice Site).

2. The Laconia Practice Site is in a Medically Underserved Area (ID#07655) located in Belknap County, New Hampshire while the Franklin Practice Site is in Merrimack County.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $45,000 over the service term. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $5000 of providing services obligated under this contract.
    b. Second payment of $5000 of providing services obligated under this contract.
    c. Third payment of $5000 of providing services obligated under this contract
    d. Fourth payment of $5000 of providing services obligated under this contract.
    e. Fifth payment of $3750 of providing services obligated under this contract.
    f. Sixth payment of $3750 of providing services obligated under this contract.
    g. Seventh payment of $3750 of providing services obligated under this contract.
    h. Eighth payment of $3750 of providing services obligated under this contract.
    i. Ninth payment of $2500 of providing services obligated under the contract.
    j. Tenth payment of $2500 of providing services obligated under the contract.
    k. Eleventh payment of $2500 of providing services obligated under the contract.
    l. Twelfth and final payment of $2500 of providing services obligated under the contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

DS
LG
Contractor Initials
9/10/2020
Date ____

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Cass Walker
94FABA3B8E9E48G...

9/11/2020

Cass Walker, CHRO/VP Administrative and Support Services — Date
LRGHealthcare

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

_____
Notary Public

DocuSigned by:
Corey Gately
4C06818F43814D4...

9/10/2020

Corey Gately, MLADC — Date
LRGH – The Doorway

DocuSigned by:
Alisa Druzba
8CCE85F17A714E0...

9/11/2020

Alisa Druzba, Section Administrator — Date
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program (SLRP-2021-DPHS-01-REPAY-07)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Danielle Plourde		1.4 Contractor Address 11 Roy Street, Concord, NH 03301	
1.5 Contractor Phone Number 207-752-7968	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation $45,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Danielle P Plourde 39139AB27457444A...	Date: 9/14/2020	1.12 Name and Title of Contractor Signatory Danielle P Plourde LCMHC	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D858DDFB8CA54A0...	Date: 9/15/2020	1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D5CA0202E33C4AE...		On: 9/18/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS DP
Date ~~9/14/2020~~

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials DS DP
Date 9/14/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials DP

Date 9/14/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS DP
Date 9/14/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials DP

Date 9/14/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Danielle Plourde, LCMHC (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Contractor Initials DS DP

Date 9/14/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

Contractor Initials DS DP

Date 9/14/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS DP

Date 9/14/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

DS

Contractor Initials BP

Date 9/14/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Danielle P Plourde
0918048274574A

9/14/2020
Date

Name: Danielle P Plourde
Title: LCMHC

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS DP

Date 9/14/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Danielle P Plourde
3013048974574A4...

9/14/2020
Date

Name: Danielle P Plourde
Title: LCMHC

DS
DP

Contractor Initials

9/14/2020
Date

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Danielle Puopolo
11 Roy St. Concord, NH 03301

Profile Summary

Responsible and hardworking individual with a great work ethic that learns and adapts quickly. Very professional, works well individually and with others and has excellent communication skills and leadership experience.

Employment History

Child and Family Therapist

August 2017 - Current, Riverbend Community Mental Health Center - Children's Intervention Program, 105 Loudon Rd. Bldg 3, Concord, NH

- Conducting intakes and providing therapeutic interventions for children with a variety of mental health needs and their families.
- Collaborating with children and families to create comprehensive treatment plans that effectively address the client's needs.
- Conducting safety assessments and creating safety plans for at-risk youth and their families.
- Maintaining professional documentation including eligibility, clinical assessments, treatment plans, and progress notes.
- Specialized training and certification in Trauma-Focused Cognitive Behavioral Therapy (TFCBT). Participating in the TFCBT evidence based practice consult team.

Master's Clinical Intern

August 2016 – July 2017, Riverbend Community Mental Health Center, Concord, NH

- Conducting intakes and providing therapeutic interventions for children with a variety of mental health needs and their families.
- Collaborating with children and families to create comprehensive treatment plans that effectively address the client's needs.
- Conducting safety assessments and creating safety plans for at-risk youth and their families.
- Maintaining professional documentation including eligibility, clinical assessments, treatment plans, and progress notes.
- Presenting and discussing cases with clinical team.

Para-Educator

September 2015 – June 2016, McClelland Elementary School, Rochester, NH

- Working one-on-one with students with an Individualized Education Plan (IEP), who may require various levels and types of support beyond the average teacher/student interactions.
- Assisting in various grade level classrooms during whole-class instruction. This includes checking work, maintaining focus, attending to behavior issues, and helping with academic questions or struggles.
- Attending monthly classes focused on crisis intervention and behavioral strategies in a school setting.
- Instructing and tutoring individual and small groups of students in a wide range of academic areas.

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Psychology Intern

Spring 2015, Krempels Center for Brain Injury, Portsmouth, NH

- Planning and facilitating group sessions with various focuses such as dealing with grief, writing therapy, and many educational groups.
- Assisting with the potential member and new member process. This includes giving tours, helping people fill out paper work, going over referrals, and making phone calls to families and doctors.
- Helping to provide members with skills and resources for dealing with the trauma and challenges of brain injury.
- Provide one on one goal-oriented guidance with members.
- Helping with administrative tasks to ensure the efficiency of Krempels.

Program Coordinator

Summers 2014, 2015, and 2016, City of Rochester, Rochester, NH

- Responsible for overseeing summer camp program, including all parent communication, executive decisions, office relations, field trip planning, and supervising and otherwise directing staff members.
- Additional responsibilities include planning and conducting staff training and all staff meetings, confronting camper, parent, and staff situations, and maintaining an efficient work/camp environment.
- Trained in basic first aid, CPR, and AED use.
- Children in this area were often high risk and displayed several mental and behavioral issues. Coordinators were responsible for handling these problems and training staff.

Educational Background

College

September 2011- May 2015 , Saint Anselm College, Manchester, NH

- Degree: Honors Bachelor of Arts
- Psychology major, Communication minor
- GPA 3.1
- Honors program, Delta Gamma Zeta, Abbey Players, Dance Team

Graduate School

August 2015 – August 2017(anticipated), New England College, Concord, NH

- Degree: Masters of Clinical Mental Health Counseling
- GPA 4.0

Other Experience

Additional employment experience includes two years as a resident assistant at Saint Anselm College, as well as part time student employment with the college's athletic and theater departments, starting an independent business teaching children's dance classes, and several summers as a summer camp counselor and head counselor. Other personal experience includes extensive community service, 10 years of babysitting and childcare experience, and independent research projects related to the field of psychology including a senior thesis and a clinical research project on speech therapy for patients recovering from traumatic brain injury.

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DANIELLE E PUOPOLO, MS
11 ROY ST
CONCORD NH 03301

State of New Hampshire
BOARD OF MENTAL HEALTH PRACTICE

DANIELLE E PUOPOLO, MS

LICENSED
CLINICAL MENTAL HEALTH COUNSELOR

LICENSE # 2232 EXPIRES February 24, 2022

DocuSign Envelope ID: 4150A9F0-707A-427E-B65C-C01ACBE92E73

RIVERCOM12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/02/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
3 Executive Park Drive, Suite 300
Bedford, NH 03110
855 874-0123

CONTACT NAME:
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Riverbend Community Mental Health Inc.
PO Box 2032
Concord, NH 03302-2032

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	X COMMERCIAL GENERAL LIABILITY			PHPK2042932	10/01/2019	10/01/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2042929	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB695250	10/01/2019	10/01/2020	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $ $10K							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HCHS20190000171	10/01/2019	02/01/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20190000172	10/01/2019	02/01/2020	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liability			PHPK2042932	10/01/2019	10/01/2020	$1,000,000 Ea. Incident $3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Amy Ordile, LCMHC-Start Date: 9/10/2012.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
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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Granite State Healthcare
and Human Service Trust

PO Box 4197
Concord, NH 03302-4197

Issue Date 02/06/2020

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Certificate Of Insurance

CERTIFICATE HOLDER

Dept. of Health & Human Services
129 Pleasant Street
Concord, NH 03301

Companies Affording Coverage

COMPANY LETTER	A	The Granite State Healthcare And Human Services Self-Insured Group Trust
COMPANY LETTER	B	Midwest Employers Casualty Corp.

This policy is effective on 2/1/2020 12:00 AM, and will expire on 2/1/2021 12:00 AM. This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

COVERAGES

This is to certify that the Workers' Compensation and Employer's Liability Insurance has been issued to the insured named above for the policy period indicated, not withstanding 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.

Type of Insurance/Carrier	Policy Number	Policy Effective	Policy Expiration	LIMITS	
Workers' Compensation & Employer's Liability The Granite State Healthcare And Human Services Self-Insured Group Trust	HCHS20200000230	2/1/2020 12:00 AM	2/1/2021 12:00 AM	W/C Statutory Limits E.L. Each Accident E.L. Disease - Pol Limit E.L. Disease - Each Emp	 $1,000,000 $1,000,000 $1,000,000
Excess Insurance Midwest Employers Casualty Corp	ewc009477	2/1/2020 12:00 AM	2/1/2021 12:00 AM	Workers' Compensation Employer's Liability	Statutory $1,000,000

Description of Operations:

☐ Excluded Officer

Covering operations of the insured during the policy term. Per NH Law, additional insured and waiver of subrogation are not allowed on workers' comp. COIs.

MEMBER

Riverbend Community Mental Health, Inc.
3 North State Street
Concord, NH 03301

CANCELLATION

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

02/06/2020

Authorized Representative Date

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Danielle Plourde, LCMHC, Contractor, Riverbend Community Mental Health Center, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Danielle Plourde, LCMHC, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Riverbend Community Mental Health Center, PO Box 2032, Concord, NH 03301 (hereafter referred to as the Employer), and is working full-time at Riverbend Community Mental Health Center, 105 Loudon Road, Bldg. 3, Concord, NH 03301 (hereafter referred as the Practice Site).

2. The Practice Site is a Community Mental Health Center in Merrimack County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $45,000 over the service term. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

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any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

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i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $5000 of providing services obligated under this contract.
    b. Second payment of $5000 of providing services obligated under this contract.
    c. Third payment of $5000 of providing services obligated under this contract
    d. Fourth payment of $5000 of providing services obligated under this contract.
    e. Fifth payment of $3750 of providing services obligated under this contract.
    f. Sixth payment of $3750 of providing services obligated under this contract.
    g. Seventh payment of $3750 of providing services obligated under this contract.
    h. Eighth payment of $3750 of providing services obligated under this contract.
    i. Ninth payment of $2500 of providing services obligated under the contract.
    j. Tenth payment of $2500 of providing services obligated under the contract.
    k. Eleventh payment of $2500 of providing services obligated under the contract.
    l. Twelfth and final payment of $2500 of providing services obligated under the contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

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ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Lisa K. Madden
63968E16890F4CC... 9/15/2020

Lisa Madden, CEO — Date
Riverbend Community Mental Health Center

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

_____
Notary Public

DocuSigned by:
Danielle P Plourde
2013040274674 4A... 9/14/2020

Danielle Plourde, LCMHC — Date
Riverbend Community Mental Health Center

DocuSigned by:
Alisa Druzba
8CCF85F17A714E9... 9/15/2020

Alisa Druzba, Section Administrator — Date
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

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Contractor Initials 9/14/2020
Date _____

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program (SLRP-2021-DPHS-01-REPAY-01)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Erin Nicole Angley-Cohen		1.4 Contractor Address 77 Sullivan Street, Claremont, NH 03743	
1.5 Contractor Phone Number 603-361-0143	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/22	1.8 Price Limitation $17,500
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Erin Nicole Angley-Cohen 913B0123BF63463... Date: 9/10/2020		1.12 Name and Title of Contractor Signatory Erin Nicole Angley-Cohen MSW, LICSW	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D938DBF98CA54A0... Date: 9/11/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D5CA92D7E37C4AE... On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS ENC
Date ~~9/10/2020~~

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials DS EMC
Date ~~9/10/2020~~

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials EMC

Date 9/10/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

DS
Contractor Initials EMC
Date 9/10/2020

New Hampshire Department of Health and Human Services

Exhibit A
Part Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:
   This agreement has the option for a potential extension of up to one (1) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

DS
Contractor Initials EMC
Date 9/10/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Erin Nicole Angley-Cohen, LICSW (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Contractor Initials DS EMC

Date 9/10/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

DS

Contractor Initials EMC

Date 9/10/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS EMC

Date 9/10/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

DS

Contractor Initials EMC

Date 9/10/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Erin Nicole Angley-Cohen
815B012C0F03465...

9/10/2020
Date

Name: Erin Nicole Angley-Cohen
Title: MSW, LICSW

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

DS EMC

Contractor Initials _____

Date 9/10/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Erin Nicole Angley-Cohen
0158041269F62465

9/10/2020
Date

Name: Erin Nicole Angley-Cohen
Title: MSW, LICSW

DS
ENAC
Contractor Initials

9/10/2020
Date

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Erin Nicolè Angley-Cohen, MSW, LICSW
77 Sullivan Street
Claremont, NH 03743

Objective To work in a therapeutic medical setting providing support, advocacy, crisis intervention, and community outreach for at risk individuals, children and families.

Qualifications

Excellent with children with special needs, specifically Autism and Pervasive Developmental Disorders
Solid background working with children and families
Effective verbal and written communication skills
Excellent computer and analytical skills
Familiar with Applied Behavioral Analysis and Total Communication

Special Interests/Achievements

Licensed Clinical Social Worker-VT and NH
Foster Care Training in both New Hampshire and Vermont
Completion of Positive Approaches to Solving Behavior Challenges (3 Day Seminar offered by the Institute of Applied Behavioral Analysis)
Child abuse And Exploitation Investigative Techniques, September 2000
Habitat for Humanity, John's Island, SC 2001
Completed Covered Bridges Half Marathon 2008; 2009; 2011; 2012; 2016
Upper Valley Community Band Board Member 2007-2009
Volunteer Coach for Girls on the Run since 2009

Professional Experience Highlights

Clinical Social Worker, Newport Health Center, Newport, NH
March 2017-Present

- Provide support and resource assistance to patients in a rural health clinic
- Ensure compliance with the Sullivan County Grant
- Increase community awareness on health related issues especially mental health and addiction
- Improve collaboration with outside agencies including local mental health programs; addiction resources; school districts; community action programs, etc.

Clinical Social Worker, Birthing Pavilion/Intensive Care Nursery; Pediatric Cystic Fibrosis Program, Dartmouth Hitchcock Medical Center, Lebanon, NH
June 2011-April 2017

- Meet with at-risk mothers after delivery to assess for safety and post partum depression
- Help families cope with long term stays in the intensive care nursery
- Provide information and support to families with babies who are experiencing Neonatal Abstinence Syndrome
- Assist families with children diagnosed with Cystic Fibrosis with coping and navigating the system in order to provide for their children
- Assist with discharge planning of patients
- Provide emotional support and guidance for patients in an in-patient hospital setting

School-Based Clinician, Heath Care and Rehabilitation Services of Southeastern Vermont, Hartford, VT, April 2007-June 2011

- Provide individual therapy to high school students
- Attend IEP and team meetings as necessary
- Create individual treatment plans and psychosocial assessments

Clinical Case Manager/Behavioral Specialist, Easter Seals of New Hampshire, Manchester NH, November 2001 – June 2005; November 2005-April 2007

- Manage a caseload of 10-12 children with Pervasive Developmental Disorders in a therapeutic residential treatment facility
- Develop treatment plans and complete psychosocial assessments with a team approach based on each individuals strengths
- Handle on-call crisis intervention
- Supervise unit staff
- Ensure treatment goals are carried out by entire treatment team
- Maintain training in Therapeutic Crisis Intervention
- Provided in-home early intervention therapy to a child under three with Autism
-

Intern, Dartmouth-Hitchcock Concord, Concord, NH, November 2005-May 2006

- Provide crisis intervention as necessary to patients
- Assist patients in locating services in the community
- Provide patients assistance in applying for community services

Developmental Specialist, Cape Cod Child Development Program, Hyannis, MA, June 2005-October 2005

- Provide support and instruction to families of young children with developmental delays or who are at-risk for delays
- Conduct treatment in the natural setting, generally at home or in the community

Intern, Nashua Children's Home, Nashua NH, September 2004 – May 2005

- Provide family and individual therapy to court ordered youth in a residential treatment setting
- Complete case notes and court reports

Acting Director, Cradle & Crayon Child Development Center, Hanover, NH, April 2001 – October 2001

- Manage the duties of a Child Development Center
- Supervise a staff of 25 teachers
- Ensure curriculum planning is implemented in all classrooms

Child Protective Service Worker, State of New Hampshire Division of Children, Youth and Families, Claremont, NH, September 1999 – April 2001

- Investigate and assess reports of child abuse and/or neglect
- Court involvement as necessary
- Strengthened partnerships with community agencies and police departments

Agro-Forestry Extension Agent, Peace Corps, Mauritania, West Africa, July 1998 – April 1999

- Follow the Mission of the Peace Corps
- Explore and implement the environmental needs of a West African Village

Education

Masters of Social Work, University of New Hampshire-Manchester, 2006
Bachelor of Arts in Psychology, Centenary College, 1993

References furnished upon request

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NEW HAMPSHIRE
Online Licensing

nh.gov Licensing Home

Person Information

Name: ERIN ANGLEY, MSW

License Information

License No:	2055	**Profession:**	Mental Health	**License Type:**	Independent Clinical Social Worker
License Status:	Active	**Issue Date:**	9/27/2017	**Expiration Date:**	9/27/2021

Discipline Information

No Discipline Information

Board Disciplinary Action

No Related Documents

No Related Documents

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CERTIFICATE OF INSURANCE

DATE: September 2, 2020

COMPANY AFFORDING COVERAGE
Hamden Assurance Risk Retention Group, Inc.
P.O. Box 1687
30 Main Street, Suite 330
Burlington, VT 05401

INSURED
The New London Hospital Association Inc.
273 County Rd.
New London NH 03257

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

COVERAGES

The Policy listed below has been issued to the Named Insured above for the Policy Period notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY		0002020-A	07/01/2020	07/01/2021	EACH OCCURRENCE	$1,000,000
					DAMAGE TO RENTED PREMISES	$100,000
X	CLAIMS MADE				MEDICAL EXPENSES	N/A
					PERSONAL & ADV INJURY	$1,000,000
	OCCURRENCE				GENERAL AGGREGATE	
OTHER					PRODUCTS-COMP/OP AGG	$1,000,000
PROFESSIONAL LIABILITY					EACH CLAIM	
	CLAIMS MADE				ANNUAL AGGREGATE	
	OCCURENCE					
OTHER						

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)

Certificate is issued as evidence of insurance only with regard to the NH DHHS Loan Repayment Program for Erin Angley-Cohen.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVES

DocuSign Envelope ID: 4EB1F51F-30AC-4B5F-BD6C-2A5019271A1B

DARTHIT-01 LSTILES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/2/2020

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 have ADDITIONAL INSURED provisions or 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 License # 1780862
HUB International New England
275 US Route 1
Cumberland Foreside, ME 04110

CONTACT NAME: Nicole Goodrich
PHONE (A/C, No, Ext): (617) 528-4903 FAX (A/C, No):
E-MAIL ADDRESS: nicole.goodrich@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corporation	15105
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Dartmouth-Hitchcock Health
1 Medical Center Dr.
Lebanon, NH 03756

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		AGC4063394	7/1/2020	7/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Workers Compensation coverage for

Cheshire Medical Center
Dartmouth-Hitchcock Health
Mary Hitchcock Memorial Hospital
Alice Peck Day Memorial Hospital
New London Hospital Association
Mt. Ascutney Hospital and Health Center

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
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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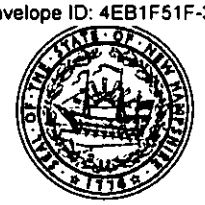

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Erin Nicole Angley-Cohen, LICSW, Contractor, New London Hospital, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Part Time Services

This loan repayment contract is for part-time clinical practice, defined as working a minimum of 20-hours per week, for at least 45 weeks each service year. The 20-hours per week may be compressed into no less than 2 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 20-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 20-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 16-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 4-hours of the minimum 20-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 4-hours of the minimum 20-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 20-hours per week (not less than 11-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 9-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 4-hours of the minimum 20-hours per week.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Erin Nicole Angley-Cohen, LICSW, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by New London Hospital, 273 County Road, New London, NH 03257 (hereafter referred to as the Employer), and is working part-time at Newport Health Center, 11 John Stark Highway, Newport, NH 03773 (hereafter referred as the Practice Site).

2. The Practice Site is a Rural Health Clinic in a Health Professions Shortage Area (ID: 1336496881) located in Sullivan County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $17,500 over the service term. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2022. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to one additional year contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in eight payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $2406 of providing services obligated under this contract.
    b. Second payment of $2406 of providing services obligated under this contract.
    c. Third payment of $2406 of providing services obligated under this contract
    d. Fourth payment of $2406 of providing services obligated under this contract.
    e. Fifth payment of $1969 of providing services obligated under this contract.
    f. Sixth payment of $1969 of providing services obligated under this contract.
    g. Seventh payment of $1969 of providing services obligated under this contract.
    h. Eighth payment of $1969 of providing services obligated under this contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

DS
EMC
Contractor Initials

9/10/2020
Date

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Martin Thomas Manion
4DB9001D4CA2474... 9/11/2020

Martin Thomas Manion, President & CEO — Date
New London Hospital

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

_____
Notary Public

DocuSigned by:
Erin Nicole Angley-Cohen
915B0125BF63465... 9/10/2020

Erin Nicole Angley-Cohen, LICSW — Date
Newport Health Center

DocuSigned by:
Alisa Druzba
8CCE85F17A714E9... 9/11/2020

Alisa Druzba, Section Administrator — Date
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program (SLRP-2021-DPHS-01-REPAY-03)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Jill Worden		1.4 Contractor Address 181 Milford Street #2, Manchester, NH 03102	
1.5 Contractor Phone Number 857-294-8041	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation $22,500
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Jill Worden 50A05B568B18452... Date: 9/15/2020		1.12 Name and Title of Contractor Signatory Jill Worden APRN	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D8B0DFB0GA54A0... Date: 9/16/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Public Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D5CA9202E32C4AE... On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS JW
Date 9/15/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials DS JW
Date 9/15/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials JW

Date 9/15/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS *JW*

Date 9/15/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials JW
Date 9/15/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Jill Worden, APRN (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

DS

Contractor Initials JW

Date 9/15/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

Contractor Initials DS JW

Date 9/15/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS JW

Date 9/15/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

Contractor Initials DS gw

Date 9/15/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Jill Worden
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9/15/2020
Date

Name: Jill Worden
Title: APRN

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Jill Worden
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9/15/2020
Date

Name: Jill Worden
Title: APRN

DS
JW
Contractor Initials

9/15/2020
Date

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Jill M. Worden, MSN, FNP-BC, RN

Manchester, NH •

EDUCATION

Boston College, Connell School of Nursing, Chestnut Hill, MA — May 2018
Master's Entry Program, Registered Nurse: July 2017
Masters of Science in Nursing, Family Nurse Practitioner

- BC Graduate Nursing Association, Community Chair
- Nursing Immersion in Dominican Republic, Jan 2018

University of South Florida, Tampa, FL — Dec 2008
Bachelor of Science in General Business—Management and Marketing

LICENSURES AND CERTIFICATIONS

- FNP-BC, ANCC certification 2018019187
- New Hampshire APRN License #076638-23
- Registered Nurse License, New Hampshire Multi-state license (Compact) #RN076638-21
- American Heart Association BLS CPR/AED, recertification scheduled in June 2019

FELLOWSHIP

Lamprey Health Care, Newmarket, NH — Sep 2018 – Present
Primary Care Nurse Practitioner Fellow

- Provide primary care to a panel of pediatric and adult patients at a federally qualified health center (FQHC) with rotations between three sites allowing experiences in suburban, rural and urban settings.
- Prioritized a focus on patient-centered care, improving health education and increasing health literacy.
- Participated in specialty rotations in multiple specialties to include cardiology, vascular diseases, ENT, infectious diseases, nutrition, dermatology, long-term care, women's health, and child development.
- Trained in procedures to include knee injections, incision and drainage, simple biopsy, and suturing.
- Participated in weekly didactic sessions with case presentations, focused lectures and medical journal review.

FAMILY NURSE PRACTITIONER STUDENT EXPERIENCE

***Family Medicine,* Newport Health Center,** Newport, NH — Sep 2017 – May 2018
Provide primary care to pediatric and adult patients at an FQHC in rural New Hampshire.

***Orthopedics,* Newport Health Center,** Newport, NH — Sep 2017 – May 2018
Perform orthopedic assessments on pediatric and adult patients in a rural underserved community of New Hampshire. Interventions included bracing, casting, and diabetic foot care.

***Urology,* Lahey Medical Center,** Peabody, MA — Jan 2018 – May 2018
Provide specialty care for adults with recurrent urinary tract infections, hematuria, urinary retention, urge or stress incontinence, urinary frequency, nocturia, benign prostatic hypertrophy or elevated PSA.

***Pediatric Dermatology,* Boston Children's Hospital,** Boston, MA — Sep 2017 – Dec 2017
Provided specialty care for pediatric patients with various skin disorders including eczema, psoriasis, alopecia, acne, tinea infections, hidradenitis suppurativa, hemangiomas, capillary malformations, pyogenic granulomas.

***Pediatric Urgent Care,* Martha Eliot Health Center,** Jamaica Plain, MA — Sep 2017 – Dec 2017
Provided urgent care for a variety of acute illnesses for pediatric patients.

REGISTERED NURSE STUDENT EXPERIENCE

***Synthesis Practicum—Burn ACU,* Shriners Hospital for Children**
Performed head-to-toe assessments, meticulous I&O, dressing changes, Foley placement, IV pump management, arterial and central line care, ventilator setting assessments, and family coping assessments. Gained insight into complex management of pain, sedation, vasopressor and adrenergic agonist medications.

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Jill M. Worden, MSN, FNP-BC, RN

Manchester, NH •

Spring 2017 Clinical Rotations

- *Pediatrics—General Medicine*, Boston Medical Center
- *Labor & Delivery/Postpartum*, Brigham and Women's Hospital
- *Psychology/Mental Health*, North Shore Medical Center

Fall 2016 Clinical Rotation

- *Community Health*, Horace Mann and Jackson Mann Schools
- *Adult Medical/Surgical*, Massachusetts General Hospital

EMPLOYMENT EXPERIENCE

HealthSouth Rehabilitation Hospital, Concord, NH — Feb 2018 – Feb 2019

Registered Nurse

Provide post-acute care within an inpatient rehabilitation setting through coordinated care with physical, occupational and speech therapies with particular focus on stroke, traumatic brain injury, spinal cord injury, neurological disorders and amputee patients. Develop a plan of care assisting patients to reach their functional independence goals. Perform head-to-toe assessments, bladder/bowel programs, dressing changes and wound care, and venous and central line access. Administer gastric feeds and total parenteral nutrition as needed.

Boston Children's Hospital, Boston, MA

Pulmonary Technologist — Jan 2013 – Aug 2016

Performed pulmonary function tests (PFTs), exercise studies and sweat tests for cystic fibrosis. Reformulated training plan and system practices to maximize patient care. Population included neonates to older adults.

Medical Assistant — Mar 2010 – Jan 2013

Performed vital signs, height, weight and spirometry for neonatal, pediatric, and adult patients.

RESEARCH

Community Health Council, Peruvian Amazon — Nov 2014—July 2016

Examined the relationship between parasitic infections, anemia and low nutrition in children in rural villages along the Maranon River. Measure hemoglobin, BMI, middle upper arm circumference and fecal samples.

VOLUNTEER EXPERIENCE

Community Health Council, Cambridge, MA — Feb 2014 –Jul 2016

Program Manager

- Coordinate and lead 10-day long medical aid trips to Peruvian Amazon. Provide medical aid in Belen, Iquitos, Nauta, and four rural villages along the Maranon River.
- Perform vital signs, medication dispersal, injections, general health care, vision screening, wound treatment, parasitosis intervention and mental health counseling.
- Provide hygiene education on hand washing, brushing teeth, and water sanitization practices.
- Organize CHC's first mobile clinics and research (listed above) in Nauta and nearby communities.
- Fundraising and community outreach to support international medical aid.

CMI Medical Missions and **Healing Hands International**, Port-au-Prince, Haiti — Oct 2012 and 2013

- Voluntary medical humanitarian effort serving two orphanages and four tent cities
- Assist in vaccinations, breast exams, vital sign assessment, medication dispersal, general health and dental care, with occasional acute care.

PROFESSIONAL ORGANIZATIONS

- American Academy of Nurse Practitioners
- New Hampshire Nurse Practitioners Association
- New Hampshire Nurses Association

NEW HAMPSHIRE
Online Licensing

nh.gov Licensing Home

Person Information

Name: JILL M WORDEN

License Information

License No: 076638-23 **Profession:** Nursing **License Type:** APRN-NP-Family
License Status: Active **Issue Date:** 8/16/2018 **Expiration Date:** 10/30/2020

All ARNP license numbers have been converted to xxxxxx-23. There will no longer be a category distinct license number (xxxxxx-23-xx). Any questions, please contact the Board office.

Discipline Information

No Discipline Information

Board Action

No Related Documents

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.

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LAMPHEA-01 ASTOBERT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/19/2020

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 have ADDITIONAL INSURED provisions or 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 License # 1780862
HUB International New England
275 US Route 1
Cumberland Foreside, ME 04110

CONTACT NAME: Lauren Stiles
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: Lauren.Stiles@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Atlantic Charter Insurance Company	44326
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lamprey Health Care, Inc.
207 South Main Street
Newmarket, NH 03857

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			PHPK2149654	7/1/2020	7/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		WCA00545408	7/1/2020	7/1/2021	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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of General Liability and Workers Compensation coverage.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
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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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Jill Worden, APRN, Contractor, Lamprey Healthcare, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Jill Worden, APRN, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Lamprey Healthcare, 207 South Main Street, Newmarket, NH 03857 (hereafter referred to as the Employer), and is working full-time at Lamprey Healthcare, 207 South Main Street, Newmarket, NH 03857 and at 128 Route 27, Raymond, NH 03077 (hereafter referred as the Practice Site).

2. The Practice Site is a Federally Qualified Health Center located in Rockingham County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $22,500 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed $22,500. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The

Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to

pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $2,500 of providing services obligated under this contract.
    b. Second payment of $2,500 of providing services obligated under this contract.
    c. Third payment of $2,500 of providing services obligated under this contract
    d. Fourth payment of $2,500 of providing services obligated under this contract.
    e. Fifth payment of $1,875 of providing services obligated under this contract.
    f. Sixth payment of $1,875 of providing services obligated under this contract.
    g. Seventh payment of $1,875 of providing services obligated under this contract.
    h. Eighth payment of $1,875 of providing services obligated under this contract.
    i. Ninth payment of $1,250 of providing services obligated under the contract.
    j. Tenth payment of $1,250 of providing services obligated under the contract.
    k. Eleventh payment of $1,250 of providing services obligated under the contract.
    l. Twelfth and final payment of $1,250 of providing services obligated under the contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Greg White
7D823A8E49294D6...

9/16/2020

Greg White, CEO
Lamprey Healthcare

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Jill Worden
E0A05B568B18452...

9/15/2020

Jill Worden, APRN
Lamprey Healthcare

Date

DocuSigned by:
Alisa Druzba
8CCE65E17A714E9...

9/16/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program (SLRP-2021-DPHS-01-REPAY-06)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Nichole Silver		1.4 Contractor Address 51 Mount St. Mary's Way, Hooksett, NH 03106	
1.5 Contractor Phone Number 603-965-5695	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation $45,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Nichole Silver 4110A275GD5640C... Date: 9/10/2020		1.12 Name and Title of Contractor Signatory Nichole Silver LCMHC	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D9B8BFD0CA54A0... Date: 9/10/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D5CA9202E32C4AE... On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS NS
Date ~~9/10/2020~~

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials DS
Date 9/10/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials NS

Date 9/10/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS MS
Date 9/10/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials MS

Date 9/10/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Nichole Silver, LCMHC (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Contractor Initials DS NS

Date 9/10/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

Contractor Initials DS MS

Date 9/10/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS NS

Date 9/10/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

Contractor Initials DS MS

Date 9/10/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Nichole Silver
4110A275DD564CD...

9/10/2020
Date

Name: Nichole Silver
Title: LCMHC

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS MS

Date 9/10/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Nichole Silver
4140A275CDF646C...

9/10/2020
Date

Name: Nichole Silver
Title: LCMHC

DS
NS

Contractor Initials
9/10/2020
Date

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Nichole M. Silver
51 Mount Saint Mary's Way Hooksett NH 03106

EDUCATION

Southern New Hampshire University — Manchester, NH
Master of Science in Community Mental Health Counseling — September 2017
GPA: 3.93

Rivier University — Nashua, NH
Bachelor of Arts in Psychology and Criminal Justice — May 2014
GPA: 3.58 | Psi Chi Honor Society

PROFESSIONAL EXPERIENCE

Riverbend Community Mental Health Center, Inc. — Concord, NH
Child and Family Therapist — Dec 2018 - current

- Provide child, parent and family psychotherapy.
- Provide case management as needed.
- Work in-office and school-based settings.
- Maintain documentation such as progress notes, treatment plans, clinical intake assessments, and quarterly reviews.
- Proficient in Dialectal Behavioral Therapy for Adolescents.
- Developed and run a Grief Group for adolescents.
- Developed and teach Organizational Strategies for Clinical Staff training.

Emergency Services Clinician, per diem — July 2018 - current

- Work co-located through Concord Hospital and Mobile Crisis conducting lethality assessments with mental status examinations, diagnostic, and clinical formulations reflective of relevant developmental, cultural and family systems issues and emergency assessment practice standards.
- Determine overall lethality risk and develop appropriate dispositions, which include specific referrals, follow-up care, and a plan for safety appropriate to the level of risk.

ACT Clinical *Case Manager/ Traditional Case Manager* — Aug 2014 - Dec 2018

- Worked one-on-one with clients, improving their emotional and physical well-being through case management and functional support.
- Maintained documentation such as progress notes, Treatment Plans, CDBs, and quarterly reviews.
- Provided social and living skill-development training required to increase individual independence, relating to their individualized goals.
- Worked in a team dynamic to provide exceptional care to each client, by discussing updated treatment options and resources.
- Developed an ACT Hospitalization Board/Spreadsheet to inform members of the treatment of inpatient status.
- Trained in Illness Management and Recovery (IMR).
- Attended ACT Co-occurring Trainings.
- Sat on Training Committee Board.

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Emergency Services Clinician- Intern Sept 2016 - May 2017

- Triaged crisis calls, supporting in short-term crisis stabilization, further connecting individuals with additional supports as needed.
- Provided crisis stabilization appointments and mobile crisis outreach appointments.
- Became efficient in completing Involuntary Emergency Admissions, further understanding the conditional discharge revocation process in the community and in the emergency room.

Direction Behavioral Health Association Nashua, NH

Intern Sept 2015 - May 2016

- Co-facilitated Intensive Out Patient (IOP) and Partial Hospitalization Program (PHP) groups.
- Worked closely with clinical supervisor in understanding Wholistic Education as it relates to the core practice of the agency.

Easter Seals Manchester, NH

Residential Instructor/ Hall Interim Supervisor Jan 2014 - Sept 2015

- Member of a treatment team responsible for implementation of Individual Service Plan (ISP), behavior, protective oversight or Focus of Treatment (FOT), as requested.
- Maintained documentation for administering medication, daily logs and other required data, such as, data collectors and Data Assessment Plan (DAP) notes, which provides an organizational method to assess goals, treatment and progress.
- Developed, coordinated and participated in resident and community activities ensuring active client participation.
- Provided direct client supervision following policies and procedures to guarantee client safety.
- Provided care and supervision to residents one-on-one and in small group settings.

References available upon request.

NICHOLE M SILVER, MS
RIVERBEND COMMUNITY MENTAL HEALTH
105 LOUDON ROAD
PO BOX 2032
CONCORD NH 03301

State of New Hampshire
BOARD OF MENTAL HEALTH PRACTICE

NICHOLE M SILVER, MS

LICENSED
CLINICAL MENTAL HEALTH COUNSELOR

LICENSE # 2231 EXPIRES February 24, 2022

DocuSign Envelope ID: A98369DC-9DC1-4FCF-A111-E3603504 7ACD

RIVERCOM12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/02/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
3 Executive Park Drive, Suite 300
Bedford, NH 03110
855 874-0123

CONTACT NAME:
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Riverbend Community Mental Health Inc.
PO Box 2032
Concord, NH 03302-2032

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	X COMMERCIAL GENERAL LIABILITY			PHPK2042932	10/01/2019	10/01/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2042929	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB695250	10/01/2019	10/01/2020	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $ $10K							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HCHS20190000171	10/01/2019	02/01/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		HCHS20190000172	10/01/2019	02/01/2020	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liability			PHPK2042932	10/01/2019	10/01/2020	$1,000,000 Ea. Incident $3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Amy Ordile, LCMHC-Start Date: 9/10/2012.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
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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Granite State Healthcare
and Human Service Trust

PO Box 4197
Concord, NH 03302-4197

Issue Date 02/06/2020

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Certificate Of Insurance

CERTIFICATE HOLDER

Dept. of Health & Human Services
129 Pleasant Street
Concord, NH 03301

Companies Affording Coverage

COMPANY LETTER	A	The Granite State Healthcare And Human Services Self-Insured Group Trust
COMPANY LETTER	B	Midwest Employers Casualty Corp.

This policy is effective on 2/1/2020 12:00 AM, and will expire on 2/1/2021 12:00 AM. This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

COVERAGES

This is to certify that the Workers' Compensation and Employer's Liability Insurance has been issued to the insured named above for the policy period indicated, not withstanding 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.

Type of Insurance/Carrier	Policy Number	Policy Effective	Policy Expiration	LIMITS	
Workers' Compensation & Employer's Liability The Granite State Healthcare And Human Services Self-Insured Group Trust	HCHS20200000230	2/1/2020 12:00 AM	2/1/2021 12:00 AM	W/C Statutory Limits	
				E.L. Each Accident	$1,000,000
				E.L. Disease - Pol Limit	$1,000,000
				E.L. Disease - Each Emp	$1,000,000
Excess Insurance Midwest Employers Casualty Corp	ewc009477	2/1/2020 12:00 AM	2/1/2021 12:00 AM	Workers' Compensation	Statutory
				Employer's Liability	$1,000,000

Description of Operations:

☐ Excluded Officer

Covering operations of the insured during the policy term. Per NH Law, additional insured and waiver of subrogation are not allowed on workers' comp. COIs.

MEMBER

Riverbend Community Mental Health, Inc.
3 North State Street
Concord, NH 03301

CANCELLATION

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

02/06/2020

Authorized Representative Date

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Nichole Silver, LCMHC, Contractor, Riverbend Community Mental Health Center, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Nichole Silver, LCMHC, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Riverbend Community Mental Health Center, PO Box 2032, Concord, NH 03301 (hereafter referred to as the Employer), and is working full-time at Riverbend Community Mental Health Center, 105 Loudon Road, Bldg. 3, Concord, NH 03301 (hereafter referred as the Practice Site).

2. The Practice Site is a Community Mental Health Center in Merrimack County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $45,000 over the service term. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $5000 of providing services obligated under this contract.
    b. Second payment of $5000 of providing services obligated under this contract.
    c. Third payment of $5000 of providing services obligated under this contract
    d. Fourth payment of $5000 of providing services obligated under this contract.
    e. Fifth payment of $3750 of providing services obligated under this contract.
    f. Sixth payment of $3750 of providing services obligated under this contract.
    g. Seventh payment of $3750 of providing services obligated under this contract.
    h. Eighth payment of $3750 of providing services obligated under this contract.
    i. Ninth payment of $2500 of providing services obligated under the contract.
    j. Tenth payment of $2500 of providing services obligated under the contract.
    k. Eleventh payment of $2500 of providing services obligated under the contract.
    l. Twelfth and final payment of $2500 of providing services obligated under the contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Lisa K. Madden
63968E18800F4CC... 9/10/2020

Lisa Madden, CEO — Date
Riverbend Community Mental Health Center

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Nichole Silver
4110A275CD5646C... 9/10/2020

Nichole Silver, LCMHC — Date
Riverbend Community Mental Health Center

DocuSigned by:
Alisa Druzba
8CCE85E17A714E9... 9/10/2020

Alisa Druzba, Section Administrator — Date
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

FORM NUMBER P-37 (version 12/11/2019)

Subject: State Loan Repayment Program (SLRP-2021-DPHS-01-REPAY-04)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Sandra Cole		1.4 Contractor Address 10 Coleman Place, Londonderry, NH 03053	
1.5 Contractor Phone Number 603-438-0300	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation $22,500
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Sandra Cole 6790ADC2D89C484... Date: 9/11/2020		1.12 Name and Title of Contractor Signatory Sandra Cole APRN	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris D938DBFE8CA54A0... Date: 9/11/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D5CA9202E32C4AE... On: 9/18/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS SC
Date ~~9/11/2020~~

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials DS SC
Date 9/11/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials SC

Date 9/11/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS SC
Date 9/11/2020

Exhibit A
Full Time Services

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

Contractor Initials SC
Date 9/11/2020

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Sandra Cole, PsychNP (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Contractor Initials DS SC

Date 9/11/2020

Method and Conditions Precedent to Payment

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

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

DS

Contractor Initials SC

Date 9/11/2020

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

Contractor Initials DS SC

Date 9/11/2020

2. Gratuities or Kickbacks

2.1. The Contractor agrees that it is a breach of this Agreement 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 set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement 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.

3. Credits

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

4. Debarment, Suspension and Other Responsibility Matters

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

DS

Contractor Initials SC

Date 9/11/2020

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

DocuSigned by:
Sandra Cole
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9/11/2020
Date

Name: Sandra Cole
Title: APRN

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

DS SC

Contractor Initials _____

Date 9/11/2020

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Sandra Cole
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9/11/2020
Date

Name: Sandra Cole
Title: APRN

DS
SC
Contractor Initials

9/11/2020
Date

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SANDRA COLE, APRN

10 Coleman Place, Londonderry NH 03053 ❖

PROFILE

- Recent Graduate of Walden University, earning a Master of Science in Psychiatric & Mental Health Nursing.
- Positive performance reviews, consistently commended for delivering exceptional, compassionate, patient-centered care.
- Dedicated member of multidisciplinary healthcare team known for outstanding communication and interpersonal skills, specializing in rapid stabilization and crisis intervention for psychiatric clients.

PROFESSIONAL EXPERIENCE

MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH

APRN, Emergency & Interim Care Service, January 2020 to present

Utilizing evidence-based practice, provide client-centered care and treatments for a wide range of psychiatric and substance use disorders.

Outcomes:

- Provide mental health care in outpatient, emergency services for the adult population.
- Effectively manage client symptoms by initiating, adjusting, and continuously monitoring medication administration.
- Collaborate with psychiatrists, case managers, therapists, and nurses to develop treatment plans.
- Improve client's self-awareness and knowledge regarding mental health illnesses and medications by educating on the proper use, drug interactions, and adverse drug reactions of medications and the course and prognosis of mental illness.

MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH

RN, Cypress Center, July 2018 to January 2020

Provided excellent nursing care evaluating psychiatric and mental health conditions within a 16-bed psychiatric unit.

Outcomes:

- Exercised considerable judgment in assessing, monitoring, and implementing psychiatric and nursing interventions to ensure quality nursing service.
- Performed the role of charge nurse, effectively managing and delegating subordinates' duties as well as management of an active milieu.
- Successful in adapting to changing situations, independently taking initiative and demonstrating sound and ethical decision-making that helped provide positive client outcomes.
- Administered medications as ordered by providers, monitoring clients for effectiveness and side effects.
- Consistent client advocate, displaying compassionate communication and trauma-informed care.

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NEW HAMPSHIRE HOSPITAL, Concord, NH

RN, H Unit, March 2017 to July 2018

Provided quality nursing care evaluating psychiatric and mental health conditions within a 24-bed psychiatric unit.

CATHOLIC MEDICAL CENTER, Manchester, NH

RN, Murphy Unit-E200, August 2013 to February 2017

Provided quality nursing care within a 29 bed medical/surgical floor, specializing in urology and oncology.
Outcomes:

- Displayed expert clinical skills in managing the care of up to five patients per shift.
- Served as a preceptor to nursing students and newly hired RN's, providing guidance and mentorship.
- Served as a member of the Unit Practice Council to advance standards of care excellence, improve patient outcomes and drive continuous improvement.

EDUCATION & CREDENTIALS

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH

Bachelor of Science in BioScience & Technology/Minor in Psychology, May 1987

MANCHESTER COMMUNITY COLLEGE, Manchester, NH

Associate of Science in Nursing, May 2013

WALDEN UNIVERSITY, Minneapolis, MN

Master of Science in Psychiatric & Mental Health Nursing, August 2019

ADDITIONAL CERTIFICATIONS & AFFILIATIONS

- Active member of the American Psychiatric Nurses Association
- Crisis Management Prevention Certified
- BLS Certified

References available upon request

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nh.gov Licensing Home

Person Information

Name: SANDRA COLE

License Information

License No: 067964-23 **Profession:** Nursing **License Type:** APRN-NP-Psychiatric Mental Health
License Status: Active **Issue Date:** 12/12/2019 **Expiration Date:** 12/20/2020

Discipline Information

No Discipline Information

Board Action

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/21/2020

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 have ADDITIONAL INSURED provisions or 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
CGI Business Insurance
5 Dartmouth Drive
Auburn NH 03032

CONTACT NAME: Teri Davis
PHONE (A/C, No, Ext): (866) 841-4600 FAX (A/C, No): (866) 574-2443
E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance	
INSURER B: Philadelphia Indemnity	
INSURER C: A.I.M. Mutual	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
The Mental Health Center of Greater Manchester, Inc.
401 Cypress Street
Manchester NH 03103-3628

COVERAGES CERTIFICATE NUMBER: 20-21 w/WC RE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional Liability $2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2110552	04/01/2020	04/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Sexual/Physical Abuse or	$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2109943	04/01/2020	04/01/2021	~~COMBINED~~ SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Hired/borrowed	$ 1,000,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION $ 10,000			PHUB715114	04/01/2020	04/01/2021	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC6004000298-2020A	09/12/2020	09/12/2021	☒ PER STATUTE ☐ OTH-ER	
							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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Supplemental Names Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.
This Certificate is issue for insured operations usual to Mental Health Services.

CERTIFICATE HOLDER

State of NH Dept. of Health & 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

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Sandra Cole, PsychNP, Contractor, Mental Health Center of Greater Manchester (MHCGM), Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) are expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Sandra Cole, PsychNP, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Mental Health Center of Greater Manchester, 401 Cypress Street, Manchester, NH 03103 (hereafter referred to as the Employer), and is working full-time at Mental Health Center of Greater Manchester, 401 Cypress Street, Manchester, NH 03103 (hereafter referred as the Practice Site).

2. The Practice Site is a Community Mental Health Center in a Medically Underserved Area (ID #02112) in Hillsborough County, New Hampshire.

3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.

4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed $22,500 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed $22,500. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.

6. <u>The Contractor and Employer shall</u>;

a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.

b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.

c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The

Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:
   1. The Employer 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:
      a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
   2. The policies described in subparagraph e) Insurance 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.
   3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation
   1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
   2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to

pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.

k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.

l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.

m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.

n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.

o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.

p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $2,500 of providing services obligated under this contract.
    b. Second payment of $2,500 of providing services obligated under this contract.
    c. Third payment of $2,500 of providing services obligated under this contract
    d. Fourth payment of $2,500 of providing services obligated under this contract.
    e. Fifth payment of $1,875 of providing services obligated under this contract.
    f. Sixth payment of $1,875 of providing services obligated under this contract.
    g. Seventh payment of $1,875 of providing services obligated under this contract.
    h. Eighth payment of $1,875 of providing services obligated under this contract.
    i. Ninth payment of $1,250 of providing services obligated under the contract.
    j. Tenth payment of $1,250 of providing services obligated under the contract.
    k. Eleventh payment of $1,250 of providing services obligated under the contract.
    l. Twelfth and final payment of $1,250 of providing services obligated under the contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties my initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:
Lisa Descheneau
AEEF3D0E7B2D4E2...

9/11/2020

Lisa Descheneau, VP of Administration
Mental Health Center of Greater Manchester

Date

Subscribed and sworn to before me, this _____ day of _____, 20___.

SEAL

Notary Public

DocuSigned by:
Sandra Cole
679DADC2D89C484...

9/11/2020

Sandra Cole, PsychNP
Mental Health Center of Greater Manchester

Date

DocuSigned by:
Alisa Druzba
8CCE85E17A714E9...

9/11/2020

Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section

Date

12B mac

Lori A. Shibinette
Commissioner

Deborah D. Scheetz
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

September 22, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to accept and expend Money Follows The Person Grant funds from the Centers for Medicare & Medicaid Services in the amount of $52,991 effective upon date of Governor and Executive Council approval, through June 30, 2021, and further authorize the funds to be allocated as follows. 100% Federal Funds.

05-95-48-481010-89200000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, MONEY FOLLOWS THE PERSON

Class/Object	Class Title	Current Authorized Budget	Increase/ (Decrease) Amount	Revised Modified Budget
SFY 2021				
000-400146	Federal Funds	$933,695	$52,991	$986,686
	General Funds	$0	$0	$0
Total Revenue		$933,695	$52,991	$986,686
041-500801	Audit Fund Set Aside	$539	$53	$592
102-500731	Contracts for Program Svcs	$933,156	$52,938	$986,094
Total Expense		$933,695	$52,991	$986,686

EXPLANATION

The Department of Health and Human Services, Division of Long Term Supports and Services, seeks approval to accept and expend Money Follows The Person (MFP) grant federal funds in the amount of $52,991 from the Centers for Medicare & Medicaid Services (CMS). This request represents a portion of the grant balance awarded September 23, 2016 that the Center for Medicare and Medicaid Services has made available to states through December 31, 2020. $1,190,971 remains to be obligated and expended by December 31, 2020. A copy of the grant award is attached.

Funds were not budgeted in SFY21 as the Division expected the MFP projects to be finished, however, due to the COVID-19 emergency the projects have been delayed and require a few more months to reach completion. Funds are needed to support existing contracts in place for SFY 21. The contracts will continue to support the Departments effort towards rebalancing from an institutional bias to one of community-based services.

Class 041	Audit fund set aside expense.
Class 102	Contract payments to providers.

Area served: Statewide.

Source of Funds: 100% Federal from the Centers for Medicare and Medicaid Services.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

Division for Long Term Supports and Services
Bureau of Elderly and Adult Services

Money Follows The Person

Fiscal Situation

010-095-048-481010-89200000

Grant Award	$ 13,972,772
Expended to Date	($ 12,781,801)
Available to Accept	$ 1,190,971
This request	$ (52,991)
Balance Available	$ 1,137,980

DEW
9/21/20

1. DATE ISSUED MM/DD/YYYY
06/22/2020

1a. SUPERSEDES AWARD NOTICE dated 08/19/2019 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO.
93.791 - Money Follows the Person Rebalancing Demonstration

3. ASSISTANCE TYPE PROJECT_GRANT

4. GRANT NO. 1LICMS300148-01-14
Formerly

5. TYPE OF AWARD
Other

4a. FAIN 1LICMS300148

5a. ACTION TYPE Directed Supplement

6. PROJECT PERIOD MM/DD/YYYY From 01/01/2007 Through MM/DD/YYYY 09/30/2020

7. BUDGET PERIOD MM/DD/YYYY From 01/01/2007 Through MM/DD/YYYY 09/30/2020

Department of Health and Human Services
Centers for Medicare & Medicaid Services

7500 Security Boulevard
Baltimore, MD 21244

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Section 6071 of the DRA of 2005

8. TITLE OF PROJECT (OR PROGRAM)
New Hampshire Money Follows the Person Program

9a. GRANTEE NAME AND ADDRESS
HEALTH AND HUMAN SERVICES, NEW HAMPSHIRE DEPT OF
129 Pleasant St
Bureau of Elderly & Adult Services
Concord, NH 03301-3852

9b. GRANTEE PROJECT DIRECTOR
Ms. Wendi Aultman
Gov. Gallen Sate Office Park South
Long Term Supports & Services
Concord, NH 03301-3857
Phone: 603-271-9068

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Wendi Aultman
105 Pleasant St
Concord, NH 03301-3852
Phone: 603-271-9068

10b. FEDERAL PROJECT OFFICER
Mr. John V. Sorensen
7500 Security Boulevard
Baltimore, MD 21244-1849
Phone: 410-786-5933

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)
I Financial Assistance from the Federal Awarding Agency Only
II Total project costs including grant funds and all other financial participation [II]

a.	Salaries and Wages	404,910.00
b.	Fringe Benefits	279,514.00
c.	Total Personnel Costs	684,424.00
d.	Equipment	10,000.00
e.	Supplies	28,232.00
f.	Travel	14,839.00
g.	Construction	0.00
h.	Other	6,635,298.00
i.	Contractual	7,754,456.00
j.	TOTAL DIRECT COSTS	15,127,247.00
k.	INDIRECT COSTS	120,198.00
l.	TOTAL APPROVED BUDGET	15,247,445.00
m.	Federal Share	15,247,445.00
n.	Non-Federal Share	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	15,247,445.00
b. Less Unobligated Balance From Prior Budget Periods	1,274,673.00
c. Less Cumulative Prior Award(s) This Budget Period	13,972,772.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	0.00
13. Total Federal Funds Awarded to Date for Project Period	13,972,772.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER (See REMARKS)

[b]

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - [X] Yes [ ] No)
See next page

GRANTS MANAGEMENT OFFICIAL:
Fred Filberg, Grants Management Officer
7500 Security Boulevard
Baltimore, MD 21244
Phone: 410-786-4570

17.OBJ CLASS 412K	18a. VENDOR CODE 1026000816B3	18b. EIN 026000816	19. DUNS 011040545	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 6-5990153	b. MFP300148A	c. 1LI	d. $0.00	e. 75-1416-0516
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

12C mcl

Lori A. Shibinette
Commissioner

Deborah D. Scheetz
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
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www.dhhs.nh.gov

September 22, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services to accept and expend State Health Insurance Program (SHIP) Supplemental funds from the Administration For Community Living in the amount of $36,414 effective upon date of Governor and Executive Council approval, through June 30, 2021, and further authorize the funds to be allocated as follows. 100% Federal Funds.

05-95-48-481010-89250000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY & ADULT SVCS DIV, GRANTS FOR SOCAL SVC PROG, MEDICAID SERVICES GRANTS

Class/Object	Class Title	Current Authorized Budget	Increase/ (Decrease) Amount	Revised Modified Budget
SFY 2021				
000-403839	Federal Funds	$150,144	$36,414	$186,558
	General Funds	$3,756	$0	$3,756
Total Revenue		$153,900	$36,414	$190,314
010-500100	Personal Services Perm	$57,492	$0	$57,492
020-500200	Current Expenses	$1,400	$0	$1,400
039-500188	Telecommunications	$472	$0	$472
041-500801	Audit Fund Set Aside	$341	$36	$377
042-500620	Additional Fringe Benefits	$3,000	$0	$3,000
060-500602	Benefits	$32,078	$0	$32,078
066-500546	Employee Training	$500	$0	$500
070-500704	In State Travel	$834	$0	$834
080-500710	Out of State Travel	$1,837	$0	$1,837
102-500731	Contracts for Program Svcs	$55,946	$36,378	$92,324
Total Expense		$153,900	$36,414	$190,314

EXPLANATION

The Department of Health and Human Services, Division of Long Term Supports and Services seeks approval to accept and expend SHIP Supplemental grant federal funds in the amount of $36,414 from the Administration for Community Living (ACL). This request represents year 1 of a five-year grant (April 1, 2020 – March 31, 2025). This grant does not have a matching funds requirement. A copy of the grant award is attached.

The purpose of this amendment is to allow for the addition of the SHIP Administrative Supplement funds to the currently approved SHIP budget within the ServiceLink contract for each ServiceLink Vendor. These additional funds will be used to protect the SHIP Counselor and the Consumer, as best we understand how, to provide in-office, face to face counseling. The funds can be used to prepare for safe face to face office visits. These additional funds will be used to protect the SHIP Counselor, additional volunteers that onboard, and the clients to provide in-office, face to face counseling. The following are examples of how ServiceLink will use SHIP Supplemental funds:

- Portable Free Standing Sneeze Guards with Access Hole Counter/Desk Shields
- Push Style Wall Mounted Hand Sanitizer stations
- Costs to modifying counseling space and extra office supplies needed so that CDC guidance can be followed.
- Additional costs related to communication access, and other hearing, vision access equipment.
- And other protective items as approved by the State SHIP Director

Without these funds ServiceLink Medicare Options Counselors will not have the needed protections to meet with clients during the Medicare Open Enrollment period due to the possible risk of being exposed to the COVID – 19 virus for staff and/or clients. There will not be a counselor available for in person counseling, which could impact the potential savings to clients when choosing a prescription drug plan that will meet their needs.

Class 041 Audit fund set aside expense.
Class 102 Contract payments to providers.

Area served: Statewide.

Source of Funds: 100% Federal from Administration For Community Living.

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

Division for Long Term Support and Services
Bureau of Elderly & Adult Services

Medicaid Services Grants

Fiscal Situation

010-095-048-481010-89250000

SFY 2021 Adjusted Authorized	$ 153,900
Supplemental Award (4/01/20 –3/31/21)	$ 36,414
Revised Adjusted Authorized	$190,314

DEW
9/22/20

1. DATE ISSUED MM/DD/YYYY 08/14/2020	1a. SUPERSEDES AWARD NOTICE dated 03/24/2020 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded
2. CFDA NO. 93.324 - State Health Insurance Assistance Program(SHIP)	
3. ASSISTANCE TYPE Cooperative Agreement	
4. GRANT NO. 90SAPG0087-01-01 Formerly	5. TYPE OF AWARD Demonstration
4a. FAIN 90SAPG0087	5a. ACTION TYPE Post Award Amendment
6. PROJECT PERIOD MM/DD/YYYY From 04/01/2020	Through MM/DD/YYYY 03/31/2025
7. BUDGET PERIOD MM/DD/YYYY From 04/01/2020	Through MM/DD/YYYY 03/31/2021

Department of Health and Human Services
Administration For Community Living
CIP State Health Insurance Assistance Program Project Grants

330 C Street, SW
Washington, DC 20201

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
29 U.S.C. §§ 796f-1, 796-f-2; Sections 722 and 723 of the Rehabilitation Act of 1973. as amended

8. TITLE OF PROJECT (OR PROGRAM)
NH 2020 State Health Insurance Assistance Statewide Program

9a. GRANTEE NAME AND ADDRESS
HEALTH AND HUMAN SERVICES, NEW HAMPSHIRE DEPT OF
105 Pleasant St
Division of Elderly Adult Srvcs
Concord, NH 03301-3852

9b. GRANTEE PROJECT DIRECTOR
Ms. Louisa Simpson
105 Pleasant St
Concord, NH 03301-3852
Phone: 603-271-9080

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Jean Crouch
105 Pleasant St
Concord, NH 03301-3852
Phone: 603-271-0406

10b. FEDERAL PROJECT OFFICER
Marissa Whitehouse
Switzer Building
330 C Street, SW
Washington, DC 20201-1401
Phone: 202-795-7425

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only
II Total project costs including grant funds and all other financial participation [II]

a.	Salaries and Wages	43,550.00
b.	Fringe Benefits	7,190.00
c.	Total Personnel Costs	50,740.00
d.	Equipment	36,056.00
e.	Supplies	3,000.00
f.	Travel	2,472.00
g.	Construction	0.00
h.	Other	12,629.00
i.	Contractual	225,000.00
j.	TOTAL DIRECT COSTS →	329,897.00
k.	INDIRECT COSTS	367.00
l.	TOTAL APPROVED BUDGET	330,264.00
m.	Federal Share	330,255.00
n.	Non-Federal Share	9.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	330,255.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	293,841.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	36,414.00
13. Total Federal Funds Awarded to Date for Project Period	330,255.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER (See REMARKS)

[b]

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ☐ Yes ☒ No)

This award includes an administrative supplement as requested in the grantee's application submitted via GrantSolutions on June 12, 2020. These funds may not be expended for any other purpose without the written prior approval of the Administration for Community Living.

GRANTS MANAGEMENT OFFICIAL:
Tanielle Chandler, Grants Management Officer
Switzer Building
330 C Street, SW
Washington, DC 20201-0003
Phone: N/A

17.OBJ CLASS 41.45	18a. VENDOR CODE 1026000618B1	18b. EIN 026000618	19. DUNS 011040545	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 0-2997448	b. 90SAPG008701	c. CIP	d. $36,414.00	e. 75-20-0142
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

SEP25'20 PM12:57 DAS 13 dom

New Hampshire DOT Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
August 26, 2020

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31 authorize the Department of Transportation (Department) to sell 0.2 +/- acre of State-owned land to JW Mac Home Improvements LLC (Grantee). The property is improved with a six-unit condominium building located at 25 Hawk Road in the Town of Conway. The approved price for the property is $339,100.00, which includes a $1,100.00 Administrative Fee, effective upon Governor and Executive Council approval.

The Department's Bureau of Finance and Contracts determined the subject property was purchased with 100% Federal Funds.

04-096-096-960015-0000-UUU-402156 Administrative Fee	FY 2021 $1,100.00
04-096-096-963515-3054-401771 Sale of Parcel (100% of $338,000.00)	FY 2021 $338,000.00

EXPLANATION

The Department received a request from the Grantee, to purchase the subject property located in the Town of Conway.

The subject property was purchased in 2010 for the Conway 11339-B project which has not been constructed, and consists of two-hundredths (0.2 +/-) of an acre parcel of land, improved with a six-unit condominium building. The building is located on property both owned by the Department, and land owned by the Artist Brook Condominium Association. After the acquisition of the subject property in 2010, the Department separated its relationship with the Artist Brook Condominium Association.

The Department has determined this property to be surplus to its needs and interest. Conveyance of the property includes the following conditions:

1. Access to this parcel is over a temporary construction easement between the Department and the Artist Brook Condominium Association, which expires October 31, 2024. No other access will be granted from the Department in conjunction with the proposed Conway Bypass project.

2. The Artist Brook Condominium Association supports the sale and renovation of the six-unit condominium building as stated in their letter to the Department dated May 7, 2020.

On June 22, 2020, the Long Range Capital Planning and Utilization Committee met and approved the Department's request to sell the property to the Grantee for $339,100.00, which includes a $1,100.00 Administrative Fee.

The Department is respectfully requesting authorization to sell the subject property as noted above.

Sincerely,

Victoria F. Sheehan
Commissioner

VFS/SGL/lmw
Attachments

New Hampshire Department of Transportation

PURCHASE AND SALES AGREEMENT

Upon approval of Governor and Council ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. THIS AGREEMENT made this 28th day of August, 2020 between Department of Transportation ("SELLER") of 7 Hazen Drive, PO Box 483, Concord, NH 03302, And JMac Home Improvements, LLC ("BUYER") of 109 East Conway Road, PO Box 405, Conway, NH 03860.

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in the Town of Conway located at:
25 Hawk Road, Unit 1 and recorded in Carroll County Book 1724 Page 0649 Dated 11/21/1997 ("PROPERTY").
25 Hawk Road, Unit 2 and recorded in Carroll County Book 1801 Page 0779 Dated 04/16/1998 ("PROPERTY").
25 Hawk Road, Unit 3 and recorded in Carroll County Book 1783 Page 0559 Dated 12/11/1998 ("PROPERTY").
25 Hawk Road, Unit 4 and recorded in Carroll County Book 1724 Page 0650 Dated 11/21/1997 ("PROPERTY").
25 Hawk Road, Unit 5 and recorded in Carroll County Book 2872 Page 0736 Dated 08/06/2010 ("PROPERTY").
25 Hawk Road, Unit 6 and recorded in Carroll County Book 2755 Page 0268 Dated 12/23/2008 ("PROPERTY").
25 Hawk Road, 0.20 of an acre and recorded in Carroll County Book 2872 Page 0735 Dated 08/06/2010 ("PROPERTY").

3. The **SELLING PRICE** is three-hundred thirty-nine thousand, one hundred Dollars $339,100.00. A DEPOSIT in the form of a Personal Check, is to be held in an escrow account by ("SELLER"), BUYER ☐ has delivered, or ☐ will deliver to the ESCROW AGENT's FIRM within XXX days of the EFFECTIVE DATE, a deposit of earnest money in the amount of $ 500.00 . If said deposit is to be delivered after this Offer is accepted by SELLER and is not delivered by the above deadline, this Agreement shall automatically terminate. BUYER agrees that an additional deposit of earnest money in the amount of $ N/A will be delivered on or before N/A. Failure by BUYER to deliver this additional deposit shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check in the amount of $338,600.00.

4. DEED: Marketable title shall be conveyed by a **Quitclaim** Deed.

5. TRANSFER OF TITLE: On or before October 16, 2020 at 25 Hawk Road, Conway NH, 03860 or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises, shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: N/A
Buyer reserves the right to conduct a walk through inspection upon reasonable notice to the SELLER within 24 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYERS(S) acknowledge the roles of the agents as follows:
N/A of N/A is a ☐ seller agent ☐ buyer agent ☐ facilitator ☐ disclosed dual agent*
N/A of N/A is a ☐ seller agent ☐ buyer agent ☐ facilitator ☐ disclosed dual agent*
*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.

☐ NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. IN CASE OF LOSS: In case of complete or partial loss of the building on said premises this Agreement may be rescinded and the DEPOSIT refunded at the option of BUYER, if any such loss exceeds $1,000.00. This is the only remedy available to BUYER should such loss occur.

SELLER(S) INITIALS _____ / _____ **BUYER(S) INITIALS** _____ / _____

9. TITLE: If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.

10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills and fuel in storage shall be prorated as of time and date of closing.

11. PROPERTY INCLUDED: All Fixtures

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas and Lead Paint:

RADON GAS: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

LEAD PAINT: Before 1978, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present. **Disclosure Required** ☐ YES **X** NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM ATTACHED HERETO AND SIGNIFIES BY INITIALING HERE: _____ _____

14. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	☐	☐	within _____ days	f. Lead Paint	☐	☐	within _____ days
b. Sewage Disposal	☐	☐	within _____ days	g. Pests	☐	☐	within _____ days
c. Water Quality	☐	☐	within _____ days	h. Hazardous Waste	☐	☐	within _____ days
d. Radon Air Quality	☐	☐	within _____ days	i. XXX	☐	☐	within _____ days
e. Radon Water Quality	☐	☐	within _____ days	j. XXX	☐	☐	within _____ days

The use of days is intended to mean calendar days from the effective date of this Agreement. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. TIME IS OF THE ESSENCE. **If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER, then:**

(a) SELLER shall have the option of repairing or remedying the unsatisfactory condition(s) prior to transfer of title, so long as BUYER and SELLER both agree on the method of repair or remedy; or

(b) If SELLER is unwilling or unable to repair or remedy the unsatisfactory condition(s) or BUYER and SELLER cannot reach agreement with respect to the method of repair or remedy, then this Agreement shall be null and void, and all deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13); or

(c) BUYER may terminate this Agreement in writing and all deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13).

SELLER(S) INITIALS SSL / _____ **BUYER(S) INITIALS** _____ / _____

Notification in writing of SELLER'S intent to repair or remedy should be delivered to BUYER or BUYER'S Agent within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.

BUYER HEREBY ELECTS TO *WAIVE THE RIGHT* TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING HERE: _____

15. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:

	YES	NO		YES	NO
a. Restrictive Covenants of Record	☒	☐	d. Condominium documentation per N.H. RSA 356-B:58	☒	☐
b. Easements of Record/Deed	☒	☐	e. Co-op/PUD/Association Documents	☒	☐
c. Park Rules and Regulations	☒	☐	f. Availability of Property/Casualty Insurance	☒	☐

If such review is unsatisfactory, BUYER must notify SELLER in writing within XXX days from the effective date of the Agreement failing which such contingency shall lapse. 14 Jun

16. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the **ESCROW AGENT** may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the **ESCROW AGENT** shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the **ESCROW AGENT** harmless in such capacity. Both parties hereto agree that the **ESCROW AGENT** may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

17. PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

18. FINANCING: This Agreement (☐ is) (X is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT XXX TERM/YEARS XXX RATE MORTGAGE TYPE XXX

For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within XXX calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by XXX ("Financing Deadline"), then:

(a) This Agreement shall be null and void; and

SELLER(S) INITIALS SBL / _____ **BUYER(S) INITIALS** _____ / _____

(b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and

(c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

(a) BUYER does not make application within the number of days specified above; or

(b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

(a) Declaring BUYER in default of this Agreement; or

(b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

(a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and

(b) This Agreement will be terminated; and

(c) The premises may be returned to the market for sale.

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

(a) Will be entitled to all deposits in accordance with the Deposit Procedures; and

(b) This Agreement will be terminated; and

(c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

19. ADDITIONAL PROVISIONS:

This Purchase and Sales Agreement is subject to approval by the Governor and Executive Council

The described property at 25 Hawk Road, Units 1-6 are being sold "Where is-As is"

20. ADDENDA ATTACHED: ☐ **Yes** **X No**

21. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract which shall become effective upon approval of the Governor and Council, pursuant to RSA 4:39-c. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this

Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

22. GOVERNING LAW: All aspects of this Agreement shall be governed by the laws of the State of New Hampshire.

23. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be materially modified or altered unless reduced to writing and consented to by all the undersigned parties.

Each party is to receive a fully executed duplicate original of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

BUYER	DATE 8/28/2020	TIME	BUYER	DATE	TIME
MAILING ADDRESS			MAILING ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

SELLER	DATE 8/28/20	TIME 0823	SELLER	DATE	TIME
New Hampshire Department of Transportation 7 Hazen Drive, PO Box 483					
MAILING ADDRESS			MAILING ADDRESS		
Concord, New Hampshire 03302-0483					
CITY STATE ZIP			CITY STATE ZIP		

LRCP 20-032

MICHAEL W. KANE, MPA
Legislative Budget Assistant
(603) 271-3161

CHRISTOPHER M. SHEA, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

June 23, 2020

Stephen G. LaBonte, Administrator
Department of Transportation
Bureau of Right-of-Way
John O. Morton Building
Concord, New Hampshire 03301

Dear Mr. LaBonte,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on June 22, 2020, approved the request of the Department of Transportation, Bureau of Right-of-Way, to sell a 0.2 +/- of an acre of State owned land, improved with a six-unit condominium building, located at 25 Hawk Road in the Town of Conway, to JW Mac Home Improvements LLC, for $339,100, which includes a $1,100 Administrative Fee, subject to the conditions as specified in the request dated June 2, 2020.

Sincerely,

/s/ Michael W. Kane

Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachment

Cc: Adam Smith, Assistant Administrator
Bureau of Right-of-Way

5-22-2020

Hi Mr Smith,

This letter is to follow up our emails. We are still interested in purchasing the State owned Property Artist Brook building for the appraised value. We hope to purchase and remodel the property . Upon completion they will go back into the association. If needed I can be reached at 603-986-6056

Thank You,
Jack McMahon

J W Mac Home Improvements LLC
109 E Conway Rd
PO Box 405
N Conway NH 03860
603-986-6056

Artist Brook Condominium Association
PO Box 1551
North Conway, NH 03860
May 7, 2020

Dear Mr. Smith,

On April 1st 2020 your email to me at 1:19 pm requested that, at the next condominium association meeting, the association members discuss and vote the association's preference for the future of units one through six. The information you provided is that you have received a proposal from JMAC Home Improvements of Conway NH, to purchase the entire building and to date this is the only letter of interest you have received. We understand that the building and six condominium units will be renovated and when sold the intention is that the units and building would be "brought back" into the assocaition.

On May 5th 2020 at 7:00 pm the association met via conference call and present at this meeting were five of the six unit owners and members of the association. Present were Paul R. Nestor unit seven, Rem Stone unit nine, Deborah Coppola unit ten, Linda Pinkham unit eleven, and Cindy Comtois unit twelve.The owner of unit eight, Ted Kerrigan was not present for this meeting. Based on the bylaws of the association, having five unit owners present at a meeting represents a quorum. It should be noted that an agenda was emailed to all unit owners prior to the meeting outlining what was to be discussed and item number four was the discussion and vote of units one through six. The agenda item four read:"State of NH emailed to all unit owners on 3.13.20 invitation to bid out of an abundance of caution. On 4.1.20 I received email from State DOT indicating they had not received any written interest from any unit owner. State plans to move forward with JMAC who has requested letter and fees. The State is requesting a vote from the Association and a letter supporting JMAC with the understanding the units will be brought back into the association. We will be taking this vote tonight.

The matter was discussed and a vote was taken and prior to the roll call vote the agenda item was read and the vote taken. Below is taken from the minutes of the meeting:
"State sent letter to all owners about interest in purchasing property and no one responded. Only real interest so far is JMAC. State must still go through process for sale of property including bids from other interested buyers. Our desire is that

whomever develops units need to come back into the HOA. Held a formal vote to write a letter on behalf of HOA that any buyer be required to come back into the HOA". Vote was unanimous for all voters in attendance.
Rem – In favor
Debbie – In favor
Letter – In favor
Cindy – In favor
Paul – In favor.
Kerrigan's – not present

As you can see the vote was unanimous of the members of the association to proceed with the sale, renovation, and return of the six units to the association. If you require a copy of the agenda or minutes of the meeting as described above please let me know. If you require anything further please do not hesitate to contact me.

Very truly yours,
Paul R. Nestor, Jr
President

3.

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY
JUL 27 2020
RECEIVED

Town of Conway

Bureau of Right-of-Way
JO Morton Building
7 Hazen Dr. PO 483
Concord NH 03302-0483

Att: Stephen G. LaBonte
Administrator

Dear Mr LaBonte,

By vote of the Board of Selectmen at their meeting on July 21, 2020, the Town of Conway declines any interest in the proposed sale of the 6 unit condo building formerly part of the Artist Brook Condominiums identified as Map 219 Lot 254 Units 1-6.

Regards,

Thomas Holmes, Town Manager

1634 East Main Street, Center Conway NH 03813
www.conwaynh.org

Phone: (603) 447-3811 X19
Email: THOLMES@CONWAYNH.ORG

NEW HAMPSHIRE
HOUSING

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY
AUG 10 2020
RECEIVED

August 6, 2020

Stephen G. LaBonte, Administrator
New Hampshire Department of Transportation
JO Morton Building, Room 100
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

RE: Conway Property

Dear Mr. LaBonte:

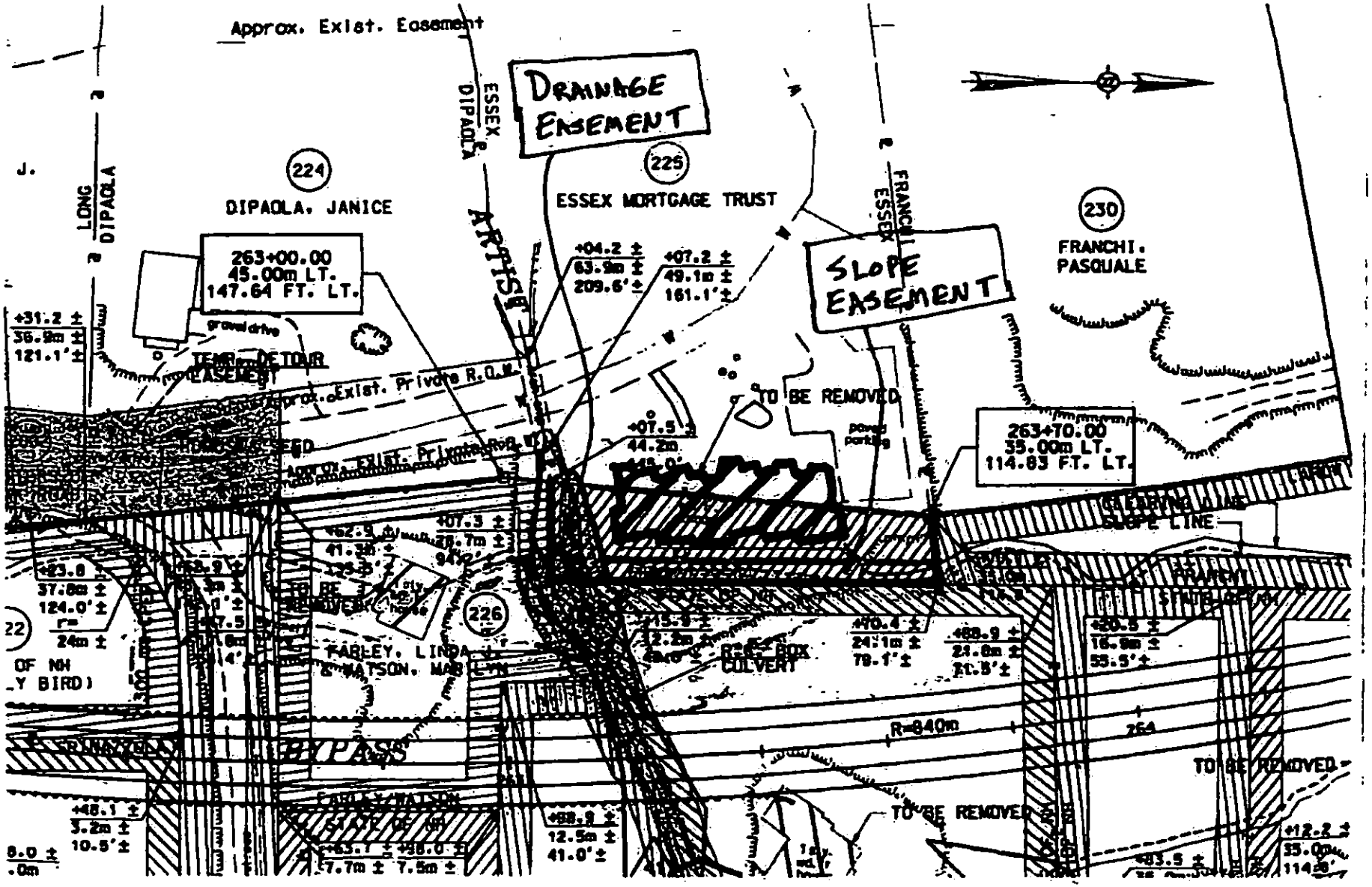
The New Hampshire Housing Finance Authority is not interested in purchasing the property in Conway, described in your letter of July 8, 2020.

Thank you for giving us the opportunity to review this parcel.

Sincerely,

Dean J. Christon
Executive Director

DJC:clp
Enclosures


Approx. Exist. Easement
DRAINAGE EASEMENT
SLOPE EASEMENT
224
DIPAOLA, JANICE
225
ESSEX MORTGAGE TRUST
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FRANCHI, PASQUALE
LONG DIPAOLA
ESSEX DIPAOLA
ESSEX FRANCHI
263+00.00
45.00m LT.
147.64 FT. LT.
263+70.00
35.00m LT.
114.83 FT. LT.
TEMP. DETOUR EASEMENT
Approx. Exist. Private R.O.W.
TO BE REMOVED
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FARLEY, LINDA & WATSON, MARILYN
BYPASS
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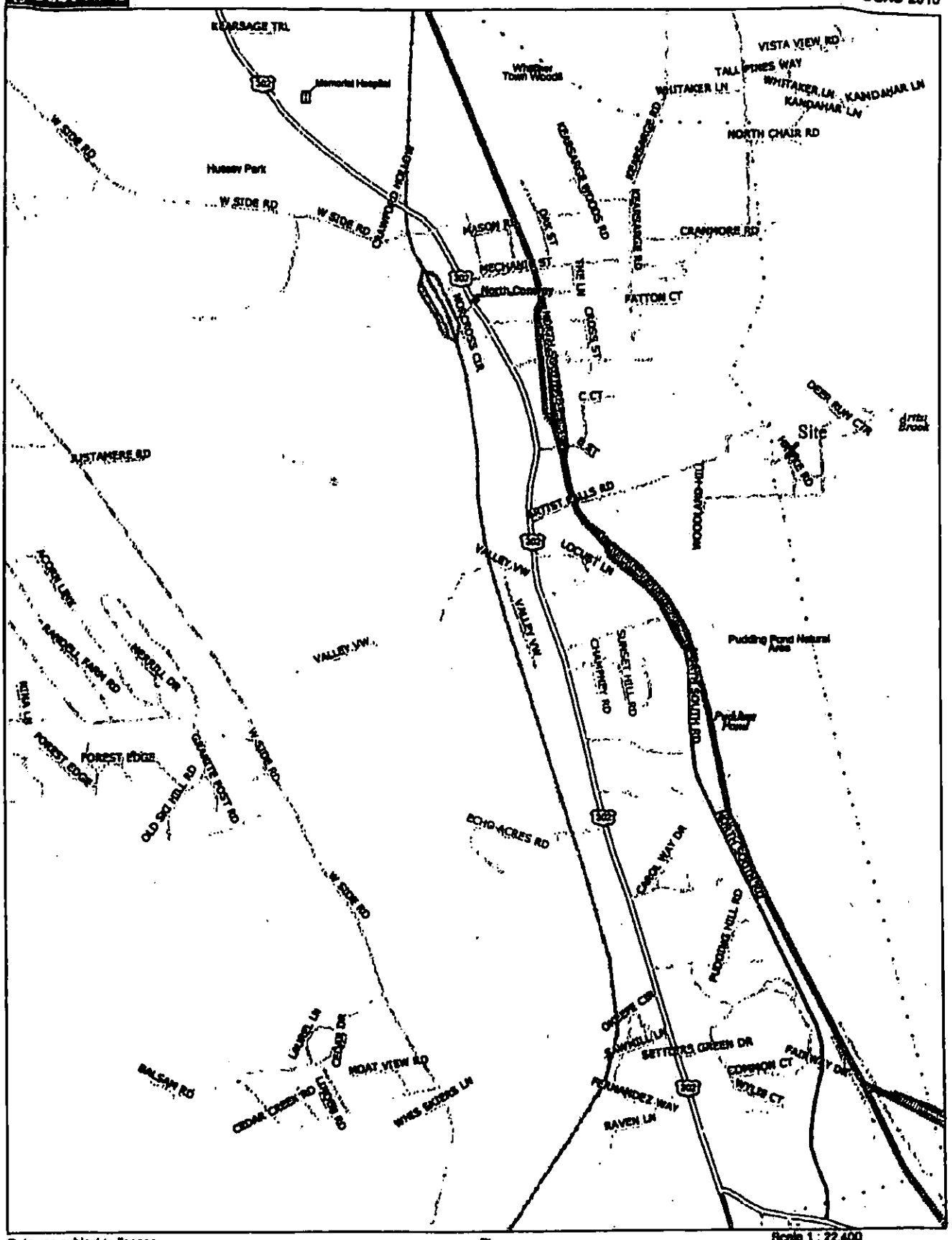
TO BE REMOVED
CULVERT
SLOPE LINE

DeLorme Street Atlas USA® 2015



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Scale 1 : 22,400

1" = 1,866.7 ft

Data Zoom 13-2

14 sam

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Division of Operations
September 2, 2020

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation to accept and expend revenue in the amount of $20,000.00 from the sale of oversize overweight permits upon the date of Governor and Council approval through June 30, 2021. 100% Agency Income.

In SFY 2021, funds shall be accepted and expended within 04-096-096-960515-5032 – Oversize & Overweight Permits, as follows:

04-096-096-960515-5032	Current Budget FY2020	Requested Change	Revised Budget FY2020
Oversize Overweight Permits			
Expenses:			
010 500100 Personal Services Perm Class	$135,579	$0	$135,579
018 500106 Overtime	500	0	500
020 500200 Current Expense	1,500	20,000	21,450
037 500173 Technology – Hardware	2,200	0	2,200
038 500177 Technology - Software	75,000	0	75,000
039 500191 Telecommunications	1,500	0	1,500
046 500463 Consultants	20,000	0	20,000
049 584914 Transfer to Other State Agency	3,771	0	3,771
050 500109 Personal Services – Temporary	52,413	0	52,413
060 500601 Benefits	99,841	0	99,841
Total	$392,304	$20,000	$412,304
Source of Funds			
Revenue:			
009 406654 Agency Income	$392,304	$20,000	$412.304
Total	$392,304	$20,000	$412,304

EXPLANATION

The Department anticipates recognizing an additional $20,000.00 in revenue from permit sales. In the past, permit revenue was recorded net of credit card fees and are now booked gross. Credit card fees will be booked directly as an expense, thus the classification of the offset in class 020, current expenses.

Oversize Overweight Permits (5032) – 100% Private Local Funds

Class 020 Increase Current Expenses by $20,000.00 to allow for the recording of credit card fees associated with permit sales.

Your approval of this resolution is respectfully requested.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachment

Department of Transportation
FISCAL SITUATION FISCAL YEAR 2020
04-096-096-960515-5032
Oversize Overweight Permits

Estimated revenue budgeted:	$	392,304
Prior year carryforward revenue (SFY 2020):	$	-
Additional non-budgeted revenue:	$	20,000
Amount available to budget:	$	412,304
Less current FY20 budget authorization:	$	392,304
Total available for budgeting:	$	20,000
Amount to be budgeted this request:	$	20,000
Amount available to budget with future requests:	$	-

Source of Non-Budgeted Revenue	Amount	Expenses through 09/02/2020	Balance
Agency Income 009-406654	$ 20,000	$ -	$ 20,000
Totals	$ 20,000	$ -	$ 20,000

Amounts from Statement of Appropriations for AU 5032 Dated 09/02/2020

15

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
August 17, 2020

REQUESTED ACTION

The Department of Transportation, Bureau of Right-of-Way, requests authorization to pay property owners $46,875.50 as documented in the Contemplated Awards List, for amounts greater than $5,000.00 for the period extending from August 5, 2020 through August 17, 2020, effective upon approval by Governor and Council.

Funding is available based on the following:	FY 2021
04-096-096-963515-3054 Consolidated Federal Aid 401-500877 Land and Interest in Land	$46,875.50

EXPLANATION

These contemplated award payments are being submitted for approval to compensate property owners, tenants and/or claimants for impacts resulting from Transportation Improvement Projects. The Department certifies that the payments will be made in accordance with all applicable State and Federal regulations as it relates to property acquisition and relocation.

Respectfully,

Victoria F. Sheehan
Commissioner

VFS/pfc
Attachment

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

William Cass, P.E.
Assistant Commissioner

CONTEMPLATED AWARDS

Project: **DERRY / LONDONDERRY; IM-0931(201); 13065**
(I-93 EXIT 4A - CONSTRUCT NEW INTERCHANGE AND CONNECTING ROADWAY)

OWNER:	[Parcel #0071] EDWARD R. ADAMS	
	REPLACEMENT HOUSING (REPLACEMENT HOUSING PAYMENT)	$30,000.00
OWNER:	[Parcel #0066] RICHARD A. BRANN, JR & MARY BRANN	
	STRUCTURES/SINGLE FAMILY RESIDENCE QTY: 1	$10,000.00
	(PURCHASE OF LAND AND RESULTANT DAMAGES-REGULAR)	
OWNER:	[Parcel #0071] EDWARD R. ADAMS	
	RELOCATION CLOSING COSTS (PAYMENT FOR INCIDENTAL CLOSING EXPENSES)	$6,875.50
	TOTAL CONTEMPLATED AWARDS:	**$46,875.50**

DATED: August 14, 2020

STEPHEN G. LABONTE, JD
ADMINISTRATOR

SEP09'20 PM 1:17 DAS

16

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
August 31, 2020

REQUESTED ACTION

The Department of Transportation, Bureau of Right-of-Way, requests authorization to pay a property owner $16,150.00 as documented in the Contemplated Awards List, for amounts greater than $5,000.00 for the period extending from August 20, 2020 through August 31, 2020, effective upon approval by Governor and Council.

Funding is available based on the following:	FY 2021
04-096-096-963515-3054 Consolidated Federal Aid 401-500877 Land and Interest in Land	$16,150.00

EXPLANATION

This contemplated award payment is being submitted for approval to compensate a property owner, tenant and/or claimant for impacts resulting from Transportation Improvement Projects. The Department certifies that the payment will be made in accordance with all applicable State and Federal regulations as it relates to property acquisition and relocation.

Respectfully,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

VFS/pfc
Attachment

New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

William Cass, P.E.
Assistant Commissioner

CONTEMPLATED AWARDS

Project: **DERRY / LONDONDERRY; IM-0931(201); 13065**
(I-93 EXIT 4A - CONSTRUCT NEW INTERCHANGE AND CONNECTING ROADWAY)

OWNER: [Parcel #0071] EDWARD R. ADAMS

MOVING COSTS (MOVING EXPENSE-RESIDENTIAL (ACTUAL)-OWNER)	$16,150.00
TOTAL CONTEMPLATED AWARDS:	**$16,150.00**

DATED: August 31, 2020

STEPHEN G. LABONTE, JD
ADMINISTRATOR

SEP23'20 PM 1:53 RE

17

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Bridge Maintenance
August 7, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract based on a single hourly rate bid with Northeast Integration, LLC (Vendor 259289) Portsmouth, NH in the amount of $75,000.00 to provide all labor, materials, equipment and transportation necessary to perform programmable logic controller services, for the State of New Hampshire, Department of Transportation for work that includes maintenance, repairs, and system upgrades to control systems for the Sarah Mildred Long Bridge, the Memorial Bridge, and Various Bridges statewide effective upon Governor and Council approval through June 30, 2023. 68% Highway Funds and 32% Other funds.

Funds to support this request are available in the following account in State FY 2021, and funding is contingent upon the availability and continued appropriation of funds in FY 2022 and FY 2023, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

04-096-096-960515-5034	FY 2021	FY 2022	FY 2023
Lift Bridge Operations			
024-500225 Contract Repairs; Machinery-Equip	$25,000.00	$25,000.00	$25,000.00

EXPLANATION

This contract is necessary for programmable logic controller (PLC) maintenance, repairs and system upgrades for lift bridges, which are required by Federal law to lift on demand for marine traffic. Failure to raise the bridges expeditiously can result in Coast Guard penalties up to $25,000 per day. The primary feature of the contract is the ability to respond quickly to the lift bridges when breakdowns occur.

The Department advertised the work on the Department of Administrative Services' web page on June 25, 2020. One sealed bid was opened on July 14, 2020. The Bid was evaluated by two reviewers independently on price and qualifications. The bidder's price is considered reasonable for the work involved. Northeast Integration, LLC has the highly specialized technical expertise to efficiently

respond to emergency repairs on these complex computerized, electro-mechanical systems that operate our moveable bridges.

The Contract has been approved by the Attorney General as to form and execution; and the Department has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Transportation – Bridge Maintenance	1.2 State Agency Address 7 Hazen Drive PO Box 483, Concord, NH 03302
1.3 Contractor Name Northeast Integration, LLC	1.4 Contractor Address 1 Concord Road, Lee, NH 03861
1.5 Contractor Phone Number 603-294-5988 / 1.6 Account Number 04-96-96-960515-5534	1.7 Completion Date June 30, 2023 / 1.8 Price Limitation $75,000
1.9 Contracting Officer for State Agency Steve W. Johnson	1.10 State Agency Telephone Number 603-271-3667
1.11 Contractor Signature Date: 7/30/20	1.12 Name and Title of Contractor Signatory Dylan Kimmel, Principal Engineer
1.13 State Agency Signature Date: 8/13/20	1.14 Name and Title of State Agency Signatory David Rodrigue Director of Operations
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Allison Greenstein On: 9/17/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:	

Contractor Initials
Date 7/30/20

2. **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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 amount 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials

Date 7/30/20

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials

Date 7/30/20

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials

Date 7/30/20

EXHIBIT "A" – SPECIAL PROVISIONS

1. Upon agreement of both parties additional equipment and/or other facilities belonging to the Department of Transportation may be added to the contract.

2. Any failure of the contractor to meet the requirements of this contract shall constitute an event of default and provide justification for the contracting agency to immediately terminate the contract.

3. Failure to meet the requirements of this contract by the contractor, will automatically grant the approval for the New Hampshire Department of Transportation to hire another contractor to complete repairs at the contractor's expense.

4. Bidders need to have a minimum of 5 years' relevant programmable logic controller lift bridge related work experience. The experience must include troubleshooting problems remotely and physically at lift bridges and the bidder shall provide references for that work.

5. This contract requires performing duties in potentially adverse working environments, which may include exposure to all types of weather and work at extreme heights.

6. Work requires an understanding and ability to comply with of United States Coast Guard requirements.

7. All work shall be conducted so as to interfere as little as possible with the Department of Transportation business and to limit inconvenience to the traveling public. Except for critical deficiencies, the work shall occur during normal Department working hours 7:00 am to 3:30 pm on non-weekend, non-holiday dates unless otherwise approved by the Department.

8. The Bureau of Bridge Maintenance operates in accordance with the Department of Transportation's Environmental Policy, which seeks to minimize or eliminate negative impacts to the environment. The contractor shall conduct their work in a manner consistent with this policy.

9. The contractor shall conduct his work activities in a safe manner so as to protect Bureau of Bridge Maintenance personnel as well as the public. The contractor, at their own expense, shall furnish safety devices and take other precautions whenever required to protect life and property. In certain instances, additional safety measures may be required due to a lift bridge's unique characteristics.

10. This form contract (Form P-37, attached), shall be completed by incorporating the service requirements and price conditions established by the contractor's proposal and shall be promptly executed by the successful bidder and the State of New Hampshire following notification of award. This contract form shall be part of all proposals and may not be omitted, waived, or modified.

Contractor's Initials

Date 7/30/2020

EXHIBIT "B" – SCOPE OF SERVICES

GENERAL DESCRIPTION

The proposed work includes maintenance, repairs, and system upgrades to control systems for the Sarah Mildred Long Bridge, the Memorial Bridge, and Various Bridges statewide.

The contractor shall be available to perform emergency repairs (critical deficiencies) on a 24-hour, 7-day a week basis, as ordered by the New Hampshire Department of Transportation.

A. Upon notification of a critical deficiency, the contractor will respond to the effected site **within (4) four hours** and complete the repairs within (48) forty-eight hours of notification.

B Should the contractor be unable to complete the critical repair within the 48 hour time period, the contractor must request/notify, in writing, the Administrator of Bureau of Bridge Maintenance, New Hampshire Department of Transportation. Examples of valid reasons are:

1. Parts unavailable with explanation why.
2. Repair is ongoing and require additional time to complete.
3. Parts exceed $2000.00 and appropriate Department of Transportation personnel were unavailable to authorize.

Written notification must include all pertinent information regarding the delayed repair which include:

1. Specified time period until repair can be completed.
2. Devices affected and how it affects overall bridge system.
3. Reasons for delay of repair.
4. And any other information to justify the request for non-compliance of the 48 hour provision.

Parts necessary for repairs that do not exceed $2000.00 per Bridge are authorized without written approval. Parts necessary for repair that exceed $2000.00 per repair require written approval from the Administrator of the Bureau of Bridge Maintenance, New Hampshire Department of Transportation.

The contractor shall obtain any materials or equipment required and furnish qualified workers to execute said approved work in a complete and professional like manner, observing any and all rules of power companies furnishing electric service and any and all rules of the Board of Underwriters, as may apply. The contractor is responsible for compliance with the Federal Construction Safety Standards that apply to all employers subject to the regulations promulgated by OSHA.

A more detailed scope of services for each bridge is shown below:

Contractor's Initials

Date 7/30/2020

EXHIBIT "C" – COMPENSATION

COMPENSATION

In full compensation for the work performed under this agreement, the contractor shall be reimbursed as follows:

1. Labor will be reimbursed based on the hours worked on-site at the standard hourly rates charged by the contractor for similar work for each employee, subject to the Maximum Hourly Rates attached. The rate shall be a total rate including health and welfare benefits, taxes, insurances, retirement, union benefits, overhead, and profit. Only itemized invoices showing each employee who worked with hour details will be paid.

   Work outside regular hours (M-F 7:00am – 3:30 pm) on "Critical Deficiencies" will be reimbursed at a maximum of 1-1/2 times the standard hourly rate (this includes, nights weekends, and holidays). Work on items other than critical deficiencies outside regular hours will be reimbursed at standard hourly rates unless the contractor is specifically requested to work outside regular hours.

2. Travel to locations will be reimbursed at labor hourly rates above plus mileage using the applicable the IRS standard mileage rate.

3. Materials: Materials will be paid for at actual cost, including transportation charges paid, to which 15 percent will be added. Only itemized invoices showing a breakdown for parts and costs will be paid.

4. Equipment: Actual hours of equipment used at rates established in the latest edition of the "Rental Rate Blue Book for Construction Equipment" published by Dataquest, Inc.

5. Subcontractor: Work done by subcontractor enlisted by the party of the second part and approved by the OWNER will be reimbursed at the subcontractor invoice cost plus a 10% markup.

ESCALATION

The CONTRACTOR may request to increases to the Maximum Hourly Rates to the account for inflation on an annual basis for the life of the contract. The CONTRACTOR's request for revsion of the maximum hourly rate shall be submitted at least 3 months prior to the effective date of the changes and the effective date of the change shall not be sooner than one year from the approval of this contract by the G&C. This agreement may be terminated at the end of the 3 month period if an agreement on an increase to the Maximum Hourly Rates cannot be reached.

TIME AND METHOD OF PAYMENT

Payment will be made within thirty (30) days from the date of receipt of invoice. Invoices shall be rendered as work is completed, or monthly.

The maximum contract amount is $75,000 ($25,000 per fiscal year). Exact contract amount cannot be determined but will be based on the actual contract usage.

Contractor's Initials

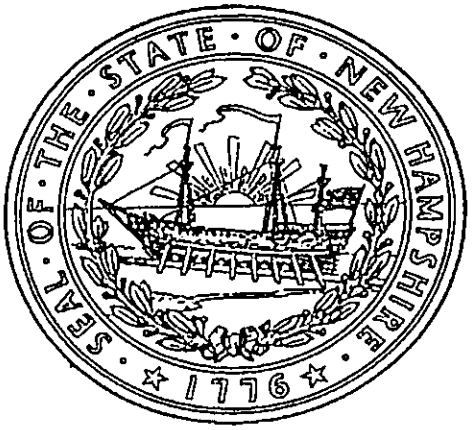
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHEAST INTEGRATION LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on January 30, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 571495

Certificate Number: 0004968347



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of July A.D. 2020.

William M. Gardner
Secretary of State

Northeast Integration LLC
Engineering, Automation, and Software Solutions

I, Robert Sutay, hereby certify that I am duly elected Secretary of Northeast Integration, LLC.

I hereby certify that the following is a true copy of a vote taken at a Meeting of the Board of Directors of the Corporation, duly call and held on July 30 at 830 am at which a quorum was present and voting:

> VOTED: That Dylan Kimmel, CEO of Northeast Integration, LLC is authorized to enter into contracts with the State of New Hampshire DOT for any contracts, which he, in his own discretion, may deed to be in the best interest of the Corporation.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of July 30, 2020, the date the contract was signed.

Attest

Date: 7/30/2020

Robert Sutay, Secretary

1 Lee Road
Lee, NH 03861

615 West Johnson Ave, Unit 202
Cheshire, CT 06410

877.679.0956
www.neintegration.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/27/2020

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Jeff Forbes	
ECBM, LP 1400 N Providence Road Suite 5025 Media PA 19063	PHONE (A/C, No, Ext): (610) 668-7100	FAX (A/C, No): (610) 667-2208
	E-MAIL ADDRESS: jforbes@ecbm.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Lloyds of London	085202
INSURED Northeast Integration, LLC 1 Concord Road Lee NH 03861	INSURER B: Evanston Ins Co.	35378
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 20 M 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		ARG10794A20	04/10/2020	04/10/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							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
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ARG10794A20	04/10/2020	04/10/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			MKLV7EUL100768	04/10/2020	04/10/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			ARG10794A20	04/10/2020	04/10/2021	Each Claim Aggregate	$1,000,000 $1,000,000

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

Certificate holder is included as additional insured on the General Liability as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
The State of New Hampshire Department of Transportation 7 Hazen Drive Concord NH 03302	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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AGENCY CUSTOMER ID: 00005426

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ___ of ___

AGENCY ECBM, LP	NAMED INSURED Northeast Integration, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

To the extent covered by policy and endorsements:

General Liability includes, to the extent required by written contract or agreement, Blanket Additional Insured, Primary and Non-contributory, and Waiver of Subrogation. ISO forms defined to include: CG 20 37 10 01; CG 20 10 10 01; CG 24 04 10 93; CG 20 38 04 13.

Auto includes to the extent required by written contract or agreement, blanket additional insured, primary and non-contributory and waiver of subrogation.

Excess Liability includes, to the extent required by written contract or agreement Primary and Non-Contributory and Wavier of Subrogation

Cyber Liability, Lloyds of London, CY1900061, eff: 4/10/20 - 4/10/21, $1,000,000 each claim, $1,000,000 aggregate.

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 27, 2020

The State of New Hampshire
Department of Transportation
John O. Morton Building
7 Hazen Drive
Concord NH 03302

Account Information:

Policy Holder Details :	NORTHEAST INTERGRATION, LLC

Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (866) 467-8730
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: https://business.thehartford.com

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/27/2020

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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
RSC INSURANCE BROKERAGE INC/PHS
08087806
The Hartford Business Service Center
3600 Wiseman Blvd
San Antonio, TX 78251

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730
FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Accident and Indemnity Company	22357
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
NORTHEAST INTERGRATION, LLC
1 CONCORD RD
LEE NH 03861-6624

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	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		08 WEC EL0089	01/10/2020	01/10/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations. Notice of Cancellation will be provided in accordance with Form WC990394, attached to this policy.

CERTIFICATE HOLDER
The State of New Hampshire
Department of Transportation
John O. Morton Building
7 Hazen Drive
Concord NH 03302

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
Susan L. Castaneda

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Inspection, Testing, Service, and Repair of Programmable Logic Controller Systems
NHDOT Bureau of Bridge Maintenance
Bid Opening 7/14/2020

Contract is for as-need, on-call hourly rate services estimated at $25,000 per fiscal year x 3 fiscal years = $75,000

Categories	Bidders				
	Northeast Integration				
Price - 50%					
Hourly Rates	$135				
Total	$135				
Total Points	50.0				
Qualifications - 30%					
Lift Bridge Experience	19.0				
Similar Experience	7.5				
Total Points	26.5				
Performance - 20%					
Lift Bridge References	10.5				
Similar References	11.0				
Total Points	15.3				
Overall Score					
Price+Monitoring+Performance	91.8				

Price – 50 points max

- Points = 50 x (Lowest Comparable rates/Comparable rates) -- equally distributed

Qualifications – 30 points max

- Prior Lift Bridge Experience – 10-20 points
- Similar experience – 0-10 points

Performance (References)-20 points max

- Lift Bridge References – Excellent 20 points, Good 10-15 points, Fair/Poor 0-10 points
- Similar Experience – Excellent 10-15 points, Good 5-10 points, Fair/Poor 0-5 points

(Averages of all references will be used)

SEP 20 '20 PM 1:03

18

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Bridge Design
September 8, 2020

REQUESTED ACTION

Pursuant to RSA 228:39, authorize the Department of Transportation to enter into an Interstate Bridge Agreement with the State of Vermont to allow the Department to bill Vermont for costs associated with bridge rehabilitation efforts on the bridge (NH Br. No. 109/134) carrying NH Route 18 over the Connecticut River between Littleton, New Hampshire, and Waterford, Vermont, effective upon Governor and Council approval, and continuing through engineering design, construction, inspection, and final acceptance of the completed project, in accordance with the Department's 10-Year Transportation Improvement Plan. (Project costs will be shared 67% by NH and 33% by VT).

EXPLANATION

The Department is required by RSA 228:39 to enter into an Agreement with an adjoining State, with the approval of Governor and Executive Council, before undertaking a joint project with that State. This project proposes to rehabilitate the above referenced bridge and includes preliminary design, final design, and construction activities. This project (Littleton, NH – Waterford, VT - 27711) is planned in FY 2025 with an estimated construction cost of $4,000,000.00. Constructed in 1934 and rehabilitated in 1980, this five-span, 530 foot long, deck plate girder with concrete deck structure is in need of deck rehabilitation to extend its life cycle and minimize the overall life cycle cost to maintain this crossing.

The Agreement, after approval by Governor and Council, allows New Hampshire to bill Vermont for Vermont's share of costs for engineering design and applicable construction work incurred by New Hampshire. The division of costs between New Hampshire and Vermont for this project is 67% by New Hampshire and 33% by Vermont, as stated in the Agreement. This cost sharing is based on the location of the State Line and the portions of the bridge located in each state.

The Agreement has been approved by the Attorney General as to form and execution. This Agreement does not involve commitment of funds. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given for this Interstate Agreement, as outlined above.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

INTERSTATE AGREEMENT

STATE OF NEW HAMPSHIRE AND STATE OF VERMONT

LITTLETON, NH – WATERFORD, VT

CONNECTICUT RIVER BRIDGES NOS. 23 - NH BR. NOS. 109/134

NH STATE PROJECT NO. 27711

CA #: OA0028

DESIGN AND CONSTRUCTION PHASES

THIS AGREEMENT is made this _____ day of _____, 20_____ by and between the State of New Hampshire, represented by its Department of Transportation, hereinafter referred to as the NHDOT, and the State of Vermont, represented by its Agency of Transportation, hereinafter referred to as VTrans, as follows:

1. The NHDOT will prepare and administer the design and construction of a project to rehabilitate the superstructure of the existing Red List bridge carrying NH 18 over the Connecticut River (NH Br. No. 109/134 and Connecticut River Br. No 23) between the Town of Littleton, NH, and the Town of Waterford, VT. The work includes addressing the poor components (substructure and superstructure) of this bridge and all associated highway approach work. Whereas funding for the project is currently in NH's Ten-Year Plan for construction in federal fiscal year 2025, NH and VT agree to jointly develop a design schedule that is mutually agreeable.

2. The division of all costs for this project will be as follows:
   a. Design Costs:
      - All design costs for the bridge portion of the project, as designed by the NHDOT and reviewed and approved by VTrans, shall be charged at 67% New Hampshire and 33% Vermont. This division of costs is computed on the basis of the location of the state line as recorded in the Connecticut River Bridge Records and shall apply to preliminary design, final design, and design indirect costs.
      - NHDOT shall perform all the necessary design for the roadway approaches in New Hampshire and Vermont, and shall incorporate that design into the overall project plans. For work performed by NHDOT relative to project scoping and determination of project and structure limits, the costs shall be shared on the basis of the bridge ownership lengths. Costs incurred by VTrans in coordinating the design with NHDOT or in providing review of the NHDOT design shall be 100% the responsibility of VTrans.
   b. Environmental, Archaeological, and Cultural Resource Costs:
      - VTrans shall reimburse NHDOT 100% for the cost of any work regarding environmental, archaeological, and cultural resources located in or associated with Vermont but that is performed or administered by NHDOT.
      - NHDOT shall be responsible for 100% of the cost of any work regarding environmental, archaeological, and cultural resources located in or associated with New Hampshire.
   c. Right-of-Way Costs:
      - All Right-of-Way costs incurred for this project by each State shall be paid in their entirety by the State for which the costs were incurred and shall not be included in any shared costs.
   d. Construction Costs:
      - The NHDOT will pay all costs for all work performed by the NHDOT, other NH agencies, consultants, and contractors in the construction of this project, including construction engineering and overhead costs. VTrans shall reimburse the NHDOT for its proportional share including indirect costs, based on the following:

        - Costs for the superstructure of the shared bridge, any temporary bridge, access for bridge construction (including ROW need), (if required), and Mobilization, shall be shared as described above in Paragraph 2(a) of this Agreement, i.e., 33% Vermont and 67% New Hampshire.

- VTrans shall reimburse NHDOT for 100% of the costs for the Vermont roadway approaches, the Vermont substructure of the bridge, and all environmental work based on the cost of the actual work performed in Vermont.

- VTrans shall reimburse NHDOT for the costs for Field Offices, all Traffic Control items, and any other item not otherwise specified, at a ratio defined as the Vermont project length (State Line to end of project in Vermont) divided by the total project length, including the bridge and approaches.

3. Any funds received by the NHDOT from the Federal Highway Administration's (FHWA) Innovative Bridge Research and Deployment (IBRD) Program, or other such similar and program specific funds, shall be applied to the project construction superstructure costs prior to determining the final cost distribution for each State.

4. VTrans will make progress payments, if requested, based upon bills rendered by the NHDOT. Any bills sent to VTrans for project payment shall show all previous payments made by VTrans for this project as a credit toward the amount owed to the NHDOT for each phase. Following completion, final inspection, and acceptance by VTrans of the portion of the project within the State of Vermont and the rendering of bills for that portion by the NHDOT to VTrans, VTrans will pay the NHDOT for the remainder of its portion of the audited final costs.

5. VTrans shall have the right at all reasonable times to inspect and review all plans, contracts, documents, books, vouchers and records pertaining to the bridge project contemplated by this Agreement, including, but not limited to, accounting and auditing records upon which the costs to VTrans are to be based.

6. VTrans will be responsible for acquiring any permits, utility agreements or other agreements, and any right-of-way acquisitions that relate solely to the Vermont portion of the project. Prior to advertisement for construction, VTrans shall provide copies to NHDOT of all permits, clearances, and agreements for which VTrans is responsible. All other permits, agreements, and acquisitions will be the responsibility of the NHDOT. All costs associated with obtaining the permits and agreements that are specifically for the bridge shall be shared as described above in Paragraph 2 of this Agreement.

7. The NHDOT will coordinate with VTrans relative to any Public Meetings. Further, the NHDOT will attend any such Public Meetings held in Vermont or New Hampshire to present the project and participate in discussions, as needed and as appropriate.

8. The NHDOT will submit preliminary plans to VTrans for review and comment. VTrans will respond in writing with their comments and approval prior to any substantive work being performed on the final design of the project by NHDOT. VTrans shall process its review and comment in a timely manner.

9. NHDOT shall not move from Alternative Analysis to Selected Preferred Alternative without written agreement from VTrans.

10. NHDOT shall not move from Selected Preferred Alternative to completion of NEPA without written agreement from VTrans.

11. The NHDOT will send final contract documents to VTrans for review and comment. No portion of this project shall be advertised for construction until the review is complete and all comments resolved, at which time VTrans will approve in writing the advertisement of the project. VTrans shall process its review and comments in a timely manner.

12. The NHDOT will give VTrans the opportunity to review the contract bids. The construction contract will not be awarded until NHDOT receives a letter of concurrence from VTrans. VTrans shall process its review and comments in a timely manner.

13. NHDOT will notify VTrans when construction of this project is complete, at which time VTrans will inspect the portion of work located in Vermont and will notify the NHDOT of either acceptance of the project or items needing correction. The NHDOT will not make the final billing to VTrans until the Vermont portion has been accepted in writing by VTrans.

14. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Executive Council of the State of New Hampshire.

This AGREEMENT executed on the day and date first above written.

STATE OF NEW HAMPSHIRE
Department of Transportation

By: _____

STATE OF VERMONT
Agency of Transportation

By: E-SIGNED by Joe Flynn on 2020-08-07 15:44:42 EST

This AGREEMENT has been reviewed and is approved as to form and execution.

Date: 9/17/20

_____
Office of Attorney General
State of New Hampshire

Date: August 07, 2020

E-SIGNED by Leslie Welts on 2020-08-07 15:42:27 EST
Office of Attorney General
State of Vermont

This is to certify that the GOVERNOR AND COUNCIL of the State of New Hampshire on the _____ day of _____, 20____ approved this AGREEMENT as Item # _____.

Date: _____

ATTEST:

By: _____
Secretary of State of New Hampshire

19 Lar,

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Bridge Design
May 1, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with DuBois & King, Inc., Bedford, NH, Vendor #160381, for a total amount not to exceed of $405,410.36, for the detailed inspection, preliminary design, public involvement process, associated environmental & cultural services for the rehabilitation of the bridge carrying NH Route 18 over the Connecticut River between Littleton, New Hampshire and Waterford, Vermont, effective upon Governor and Council approval, through June 30, 2023. Project costs will be shared 67% by NH and 33% by VT) with NH funds 100% Federal Funds.

Funding is available in State Fiscal Year 2020 and FY 2021 and is contingent upon availability and continued appropriation of funds for FY 2022 and FY 2023 with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

04-96-96-963515-3054	FY 2020	FY 2021	FY 2022	FY 2023
Consolidated Federal Aid				
046-500463 Eng Consultants Non-Benefit	$50,000.00	$150,000.00	$150,000.00	$55,410.36

EXPLANATION

The Department requires professional engineering design and environmental consultant services to prepare preliminary design, environmental documents, plans to progress through the permitting process, and estimates of quantities and costs for the rehabilitation of this five-span, 530-foot-long, deck plate girder with concrete deck to maintain this crossing carrying NH Route 18 over Conn. River between the Towns of Littleton, NH and Waterford, Vt. This bridge has a 2018 priority number of 8. The rehabilitated structure is anticipated to accommodate 2-lanes of traffic (one lane in each direction) with minimal shoulders (no change from current configuration). Any environmental permitting required will be identified and the necessary documentation required to comply with the National Environmental Policy Act (NEPA) will be provided by the consultant. The consultant will also assist the Department in the public coordination effort with the town and users of the bridge. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Littleton, NH – Waterford, VT 27711).

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, all applicable Federal laws and the Department's "Consultant Selection and Service Agreement Procedures" dated December 1999. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for preliminary engineering design and associated environmental services for the Littleton, NH – Waterford, VT 27711 bridge rehabilitation project. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on August 10, 2018, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on October 23, 2018 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on October 29, 2018 through a technical "Request for Proposal" (RFP). Committee members individually rated the firms on December 27, 2018 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of eighteen (18) consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

Consultant Firm	***Office Location***
AECOM	Manchester, NH
Becker Structural Engineers	Portland, ME
BETA Group	Manchester, NH
CME Associates, Inc.	**Nashua, NH**
DuBois & King Inc.	**Bedford, NH**
Gill Engineering Associates	Needham, MA
GM2 Associates, Inc.	Concord, NH
Greenman-Pedersen, Inc.	Portsmouth, NH
Hardesty & Hanover, LLC	Bedford, NH
HDR Engineering, Inc.	Manchester, NH
Hoyle, Tanner & Associates, Inc.	Manchester, NH
Kleinfelder Northeast, Inc.	Manchester, NH
McFarland-Johnson, Inc.	Concord, NH
Stantec Consulting Services, Inc.	Auburn, NH
TEC, Inc.	Hampton, NH
Thornton / Tomasetti	Boston, MA
VHB	Bedford, NH
WSP USA, Inc.	**Merrimack, NH**

The firm of DuBois & King, Inc. has been recommended for this contract. This firm has a very good reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

DuBois & King, Inc. has agreed to furnish the required services for a total amount not to exceed of $405,410.36. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

Funding for this project is shared 67% by the New Hampshire Department of Transportation and 33% by the Vermont Agency of Transportation. The New Hampshire share of this contract's funding is 80% Federal Funds

with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% Federal Funds.

This Agreement has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into an Agreement for consulting services as outlined above.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

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A. **SCOPE OF WORK** Prepared by (Consultant) dated _September 11, 2019_____

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING $100,000 IN FEDERAL FUNDS
6. CERTIFICATION OF GOOD STANDING
7. CERTIFICATION OF INSURANCE
8. CERTIFICATION OF AUTHORITY / VOTE
9. SIGNATURE PAGE

LITTLETON, NH – WATERFORD, VT
A003(594)
27711
(PART A)

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 8th day of January in the year 2020 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Dubois and King, with principal place of business at 28 Main St., in the Town of Randolph, State of Vermont, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to rehabilitate the Red Listed bridge (Br. No. 109/134) carrying NH Route 18 over Connecticut River between the Towns of Littleton, NH and Waterford, VT.

The DEPARTMENT requires professional engineering consulting services for the preparation of environmental documents, bridge plans, roadway plans, and other project plans as needed to progress through the permitting and public hearing process for this project. These services are outlined in the CONSULTANT'S Scope of Work dated September 11th, 2019 (included in this AGREEMENT as Attachment A) and Fee Proposal dated September 11th, 2019, which is hereby adopted by reference and considered to be part of this AGREEMENT.

This AGREEMENT becomes effective upon approval by the Governor and Council.

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

A. LOCATION AND DESCRIPTION OF PROJECT

This project includes preliminary design, public involvement process, final design, and associated environmental & cultural services for rehabilitation of the existing bridge carrying NH 18 over the Connecticut River between Littleton, NH and Waterford, VT. Constructed in 1934 and rehabilitated in 1980, it is a five-span, 530 foot long, deck plate girder bridge with a total width of 30.5 feet and a rail-to-rail width of 28.0 feet. This bridge is on the Department's Red List of deficient structures and has a target advertising date in fiscal year 2025 in the current 10 year plan. All plans, calculations, etc. shall be submitted using English Units.

B. SCOPE OF WORK (GENERAL)

The purpose of this project is: 1) Part "A", to study and prepare preliminary engineering plans suitable for a Public Information Meeting(s), Design Public Hearing (if needed), and completion of NEPA documentation; and; 2) Part "B", to prepare final plans, specifications and estimates for the bridge rehabilitation and associated roadway improvement contract. Part "B" is not included in this scope of work.

Assuming a successful completion of Part "A", the DEPARTMENT reserves the right to either negotiate a scope and fee for Part "B", or terminate the Contract.

The rehabilitated structure is anticipated to accommodate a minimum of 2-lanes of traffic (one in each direction) with shoulders.

The following general tasks are included in Part "A":

- Perform an in-depth inspection of the bridge, including superstructure and substructure
- Preliminary design for rehabilitation of the bridge
- Preliminary design of roadway approaches as needed to accomplish the proposed work
- Develop preliminary Traffic Control Plan that is acceptable and economical for travelers
- Environmental efforts for documentation to comply with the National Environmental Policy Act (NEPA) (including Cultural Resource investigations in accordance with Section 106 of the National Historic Preservation Act) and the identification of any permitting requirements.
- Assist the Department in the public involvement process, including preparation of illustrative plans and exhibits for any meetings

C. SCOPE OF WORK (PRELIMINARY ENGINEERING)

The CONSULTANT shall be responsible for developing engineered alternatives through an iterative process of design and review involving the DEPARTMENT, STATE, and Federal environmental resource

ARTICLE I

The CONSULTANT shall be responsible for developing engineered alternatives through an iterative process of design and review involving the DEPARTMENT, STATE, and Federal environmental resource agencies, regional planning commissions, the local community, and the public. The work requires the development and refinement of engineering plans and technical documentation in accordance with the following criteria and involving the following work efforts:

1. Engineering Criteria

   The CONSULTANT shall follow appropriate engineering criteria based on the latest AASHTO Policy on Geometric Design of Highways and Streets, AASHTO LRFD Bridge Design Specifications, NHDOT Highway Design Manual, and NHDOT Bridge Design Manual, as amended. .Engineering shall take into account the functional classification of the roadways being addressed; volumes of traffic; methods of construction; erosion control; traffic control; cost; right-of-way needs and impacts to private property; and environmental constraints and the need to avoid or minimize impacts to environmental resources.

2. Design Site Reviews

   The CONSULTANT to supplement available data, and to become familiar with the bridge and roadway as well as the adjoining roadway network anticipated to be affected shall perform on-site field reconnaissance of existing conditions within the study area. These field investigations shall be used to evaluate the feasibility of proposed improvements.

3. Technical Reports

   The CONSULTANT shall prepare Technical Reports to address engineering issues that, to varying degrees, will be incorporated into the Draft Environmental document (Categorical Exclusion anticipated) serving as the major milestones during the various phases of the study process. Technical support and writing shall be required to address the engineering aspects of the study as required to supplement and complete environmental documentation. In addition, an Engineering Report explaining in summary fashion all pertinent issues, recommendations and decisions relative to the design as proposed shall be required.

4. Public Participation

   The study shall require that the CONSULTANT be available to supplement the public participation process, in accordance with the DEPARTMENT'S Public Involvement Process for New Hampshire Transportation Improvement Projects. The CONSULTANT shall prepare presentation graphics, handouts and support displays, and be available to make presentations.

D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files in English Units of the following information in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements for incorporation into the plans by the

ARTICLE I

CONSULTANT:

a. All existing survey and baseline data on disk or tape, field notes, and note reductions in the format outlined in the current DEPARTMENT CAD/D Procedures and Requirements. An electronic ground model shall be provided, if available, along with all existing information that can be used to create a model (ASCII point file, SDR data files, etc.).

b. Electronic survey-data-file notes (meaning an unprocessed, survey-data dump) of all additional surveys requested by any party during the design process. The CONSULTANT shall be responsible for the reduction, editing, and incorporation of this data into the ground-terrain model and the plans. This data will be provided in a format as indicated in paragraph 1.a. above. Upon completion, the CONSULTANT shall confirm that the survey is correct by conducting appropriate field inspections.

c. Electronic preliminary horizontal and vertical alignments for the project limits as envisioned. This data will be in MX format and coordinate (x, y, z) data (ASCII) format, in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.

d. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary and processed by the DEPARTMENT. Incorporation of this information into the ground terrain model and plans shall be the responsibility of the CONSULTANT.

e. Electronic drawings in MicroStation format of roadway typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.

f. Electronic drawings in MicroStation format of the existing underground utilities, if provided to the DEPARTMENT by the utility. The CONSULTANT shall be prepared to provide an electronic copy of preliminary base plans to the DEPARTMENT for use by the utilities. The CONSULTANT shall be responsible for the incorporation of this information (either in paper or electronic format) into the plans, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.

2. Latest structural inspection report, data, and photos of the bridge

3. Prints of the following information, for incorporation into the plans by the CONSULTANT:

   a. Existing bridge and highway plans

   b. All survey data and field notes of all surveys requested by any party during the design process. The CONSULTANT shall be responsible for the incorporation of this data into the plans.

c. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary. Incorporation of this information into the plans will be the responsibility of the CONSULTANT.

d. Roadway typical sections and other detail sheets shall be provided upon request by the CONSULTANT.

4. Prints of the following information:

   a. Any additional information (e.g., abstracting, utilities, etc.) for the CONSULTANT to incorporate into the plans in conformance with the current DEPARTMENT CAD/D Procedures and Requirements.

   b. Available critical cross-sections within the current limits of ground data.

5. Prints and data-exchange files of existing conditions not previously provided to the CONSULTANT. Reduction and incorporation of this material shall be the responsibility of the CONSULTANT.

6. Right-of-way data, property lines and parcel owners in CAD/D (abstracting completed by NHDOT electronically), which shall then be incorporated by the CONSULTANT into the plans.

7. All required permits. The CONSULTANT shall be responsible for plans and computations for impacted areas. These plans shall provide all necessary data, area hatching (according to DEPARTMENT standards) and detail so that these plans can be forwarded to the respective regulatory agencies as appropriate attachments for the permit applications.

8. The location of all existing utilities through direct contact with the various utility companies. Following the determination by the CONSULTANT of all unavoidable conflicts between existing utilities and the proposed construction, the DEPARTMENT will coordinate the necessary relocation of the conflicting utilities. The CONSULTANT shall be prepared to furnish CAD/D files in the current DEPARTMENT format to the DEPARTMENT for use in assisting utilities' design.

9. The pavement marking description, layout, item numbers, item descriptions and quantities will be provided to the CONSULTANT for inclusion into the plan set(s).

10. Geotechnical information if required (currently being done by DEPARTMENT).

E. WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT shall begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed and the material to be furnished as herein described. The CONSULTANT shall complete these services without delay unless unable to do so for causes not under the CONSULTANT'S control.

The CONSULTANT'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall report progress to the DEPARTMENT in conjunction with DEPARTMENT'S Standardized Invoicing process. Invoices shall be submitted for each month that there has been more than $10,000 in cumulative billable work since the last invoice, and at least quarterly. For months with no progress or less than $10,000 cumulative work since the last invoice, a status report briefly describing the reasons for little or no progress shall be submitted.

F. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

The submissions shall be as necessary in accordance with the study process and environmental analysis as outlined above. Each submission shall be supplemented with such electronic copies of MicroStation drawings, illustrations, and descriptive matter as are necessary to facilitate a comprehensive understanding and review of proposed concepts.

The CONSULTANT will be expected to support their design proposals and any issues resulting from review by the DEPARTMENT or in the public participation phase (including agency coordination), with alternative studies and reasonably itemized cost comparisons for alternate concepts.

Electronic Transfer of Data: The DEPARTMENT requires the following to ensure compatibility with software used by the DEPARTMENT and to ensure the efficient and timely exchange of computer files between the DEPARTMENT and the CONSULTANT.

All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the DEPARTMENT. Any files requiring conversion and/or editing by the DEPARTMENT will not be accepted. All files shall be virus free. All files shall use the DEPARTMENT'S file naming convention.

Computer Aided Design/Drafting (CAD/D) files: All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version. All files submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at www.nh.gov/dot/cadd/.)

Word Processing, Spreadsheet, and Database Files: For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:

Word Processing:	Microsoft Word 2010 or NHDOT compatible version
Spreadsheets:	Microsoft Excel 2010 or NHDOT compatible version
Databases:	Microsoft Access 2003 or NHDOT compatible version

FTP: Files posted to the DEPARTMENT'S FTP site can be actual size or compressed. Contact the Project Manager for instructions for accessing the FTP site.

Compact Disc (CD): Files on CD(s) should be actual size, not compressed.

DVD: Files on DVD(s) should be actual size, not compressed.

Email: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

Copies: The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions; an electronic version in the original electronic file format (i.e., MicroStation (*.dgn), Microsoft Word (*.docx), Microsoft Excel (*.xlsx), etc.) and an electronic version in Adobe Acrobat (*.pdf) file format.

Website Information:

a. Website Content: All external NHDOT websites created for this project shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in https://www.nh.gov/doit/vendor/documents/nh-website-standards.pdf.

b. Website Documents: All documents posted to a website created for this project, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility requirements. A checklist for document compliance is provided in https://www.section508.gov/content/build/create-accessible-documents (go to second link down under "Checklists").

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation.

G. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Part A professional services rendered under this AGREEMENT is **June 30, 2023**.

ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT

A. GENERAL FEE

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for all services rendered to the satisfaction of the DEPARTMENT under this AGREEMENT (except as otherwise herein provided) an amount equal to the sum of the following costs:

1) Actual salaries* approved by the DEPARTMENT paid to technical and other employees by the CONSULTANT, including salaries to principals, for the time such employees are directly utilized on work necessary to fulfill the terms of this AGREEMENT.

   * In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT, including subconsultants, shall be $60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services. A waived rate shall remain fixed at that rate for the life of the AGREEMENT unless a subsequent waiver is requested and approved.

   An overtime premium of one and one half times the direct labor rate for non-exempt employees working beyond the standard 40 hours per workweek may be allowed for special circumstances when approved by the DEPARTMENT in writing in advance. The overhead portion of non-exempt employees' salary rates shall not be adjusted. Engineers are not eligible for overtime premium rates.

   Direct salary costs are estimated at: $90,405.32

2) Overhead costs applicable to the direct salary costs. The audited indirect cost rate, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT'S audited indirect cost rate for fiscal year ending 10/31/2017, which expires 10/31/2018, 164.36%, shall be used for invoicing for the life of the AGREEMENT.

   Overhead costs are estimated at: $148,590.18

3) A fixed fee amount based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead costs)] for profit and non-reimbursed costs.

   The fixed fee is: $23,899.55

4) Reimbursement for direct expenses, including, but not limited to, subconsultants with a subcontract value of less than $200,000, printing, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage

and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulation. Mileage and per diem costs shall be subject to approval by the DEPARTMENT. Subconsultants with a subcontract value of less than $200,000 shall be invoiced as direct expenses and do not require individual invoices, unless the subcontract is more than 25% of the contract total.

Direct expenses are estimated at:	$12,718.00

5) Reimbursement for actual cost of subconsultants is estimated as follows:

Subconsultant Normandeau	$68,497.19
Subconsultant NDT, Corp.	$41,750.00
Subconsultant Historic Documentation Company	$13,750.12
Subconsultant Hartgen	$5,800.00
AGREEMENT NOT-TO-EXCEED TOTAL	**$405,410.36**

The amount payable under categories 1), 2), 4), and 5) may be reallocated within the not-to-exceed total upon mutual agreement of the DEPARTMENT and the CONSULTANT. Reallocations shall be properly documented for Final Audit purposes, but do not require a formal amendment.

The total amount to be paid under this AGREEMENT shall not exceed **$405,410.36**, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of **$405,410.36**), except by agreement of all parties made after supplemental negotiations and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated and documented by a formal amendment to the AGREEMENT; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

B. LIMITATION OF COSTS

1. Costs incurred against this AGREEMENT shall not exceed the total amount specified in Article II, Section A unless otherwise authorized. The CONSULTANT shall give the DEPARTMENT a ninety (90)-day written notice when it appears that this limit will be exceeded.
2. It is expected that the total cost to the STATE shall be the not-to-exceed amount specified in Article II, Section A, and the CONSULTANT agrees to use best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within this not-to-exceed amount.

3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the not-to-exceed amount specified in Article II, Section A.
4. Changes to the scope of work shall not be considered an authorization to the CONSULTANT to exceed the not-to-exceed amount specified in Article II, Section A.

C. PAYMENTS

Monthly payments on account of services rendered under this AGREEMENT may be made upon submission of invoices by the CONSULTANT to the DEPARTMENT. The CONSULTANT shall follow the DEPARTMENT'S Standardized Invoicing format. The fixed fee shall be invoiced during the billing period based upon the overall percent complete calculated within the approved progress report found in the DEPARTMENT'S Standardized Invoicing. Invoices shall be submitted for each month that there has been more than $10,000 in cumulative billable work since the last invoice, and at least quarterly.

Actual salaries paid and the indirect cost rate shown in Article II, Section A, shall be used until such time as true costs of salary burden and overhead are fixed by Final Audit. At that time, payments shall be adjusted to agree with the indirect cost rates as determined by Final Audit for the period in which the work was performed, as approved by the DEPARTMENT.

D. ANNUAL INDIRECT COST RATE SUBMISSIONS

The CONSULTANT and all subconsultants with a subcontract value of $200,000 or greater shall submit their audited indirect cost rate and related documents annually for the life of this AGREEMENT as follows:

To comply with the Federal Acquisition Requisitions (FAR), the CONSULTANT'S Indirect Cost Rate Audit must meet the following requirements:

- Be conducted by an independent Certified Public Accountant (CPA), a Federal government agency, or another state transportation agency.
- Be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) issued by the U.S. Government Accountability Office (GAO) and with the cost principles and procedures set forth in Part 31 of the FAR.
- Follow the guidance of the most recent American Association of State Highway Transportation Officials Uniform Audit and Accounting Guide for Audits of Architectural and Engineering Consulting Firms (AASHTO Audit Guide).

In addition to the Indirect Cost Rate Audit, CONSULTANTS shall submit the following documentation:

- AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers form with the required attachments.
- Certification of Final Indirect Costs as required pursuant to 23 CFR 172.11 and FHWA Order 4470.1A.

- Complete copy of the CONSULTANT'S annual audited financial statements.
- Analysis of reasonableness of executive compensation as outlined in the AASHTO Audit Guide.
- Cognizant letter, if available.
- A listing of all contracts, with dollar amounts, the CONSULTANT has currently with the DEPARTMENT as a prime consultant or subconsultant.

Annual indirect cost rate submissions are due within 6 months of the CONSULTANT'S fiscal year end and shall be submitted to the DEPARTMENT'S Internal Audit Office electronically to DOT-InternalAudit@dot.nh.gov or in writing.

E. RECORDS, REPORTS, AND FINAL AUDIT

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the AGREEMENT period and for three (3) years from the date of final expenditure report for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulations (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

The DEPARTMENT shall have the right, at the time of Final Audit, to review all items charged on this project. If, in the opinion of the DEPARTMENT, such payment is unreasonable, the CONSULTANT shall be required to justify such payment or payments before they will be approved as direct or indirect costs.

All costs as described in Article II Section A.1 through A.5 are to be determined by actual records kept during the term of the AGREEMENT, which are subject to Final Audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this Final Audit. In no case will any adjustments exceed the not-to-exceed amount specified in Article II, Section A. All Subconsultant costs may also be subject to Final Audit by the STATE and Federal Governments.

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

The DEPARTMENT will make all arrangements for and hold all necessary hearings in connection with the project, if required.

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT.)

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

The CONSULTANT agrees to follow the provisions of the Design Manuals, Standard Specifications for Road and Bridge Construction, and Standard Plans for Road and Bridge Construction of the DEPARTMENT; A Policy on Geometric Design of Highways and Streets and LRFD Bridge Design Specifications of the American Association of State Highway and Transportation Officials (AASHTO), and amendments thereto, and/or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection by duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 15 Constitution Drive, Bedford, NH, 03110.

It is further mutually agreed that any party, including the duly-authorized representatives of the Federal Highway Administration, may request and obtain conferences, visits to the site, and inspection of the work at any reasonable time.

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

   Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the STATE shall have the right to terminate this AGREEMENT.

2. Termination

   The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory

completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed.

It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employees, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams, and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

D. <u>REVISIONS TO REPORTS, PLANS OR DOCUMENTS</u>

The CONSULTANT shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT caused by errors and omissions by the CONSULTANT without undue delays and without additional cost to the DEPARTMENT.

Furthermore, prior to final approval of plans, specifications, estimates, reports, or documents by the DEPARTMENT, the CONSULTANT shall make such revisions of them as directed by the DEPARTMENT, without additional compensation therefor, except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered by the DEPARTMENT to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,

3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary to adapt said plans, reports, or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

If, during the term of this AGREEMENT, additional professional services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the CONSULTANT to perform such services, and the CONSULTANT shall be paid a fee in accordance with the provisions of Article II, Section B.

If, during the term of this AGREEMENT, additional professional services are performed by the CONSULTANT due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval by the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section B.

If additional services are performed by the CONSULTANT through its own acts, which are not usable or applicable to this project, the cost of such additional services shall not be reimbursable.

F. OWNERSHIP OF PLANS

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports, or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report, or document which shall have been collected, prepared, or undertaken by the CONSULTANT pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

G. SUBLETTING

The CONSULTANT shall not sublet, assign or transfer any part of the CONSULTANT'S services or obligations under this AGREEMENT without the prior approval and written consent of the DEPARTMENT.

ARTICLE IV

All subcontracts shall be in writing and those exceeding $10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than $2,000,000 in the aggregate, with a deductible of not more than $75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, land surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than $1,500,000 in the aggregate, with a deductible of not more than $50,000. For subconsultant contracts with no risk, e.g., archaeology, cultural resources, data gathering, traffic counting etc., professional liability insurance shall not be required. Subconsultants completing field exploration for geotechnical, hazardous materials/environmental, and subsurface exploration shall also have pollution liability insurance coverage not less than $2,000,000 in the aggregate, with a deductible of not more than $75,000. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

The CONSULTANT shall comply with all Federal, STATE, and local laws and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad, and utility agencies whose facilities and services may be affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

I. BROKERAGE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the STATE shall have the right to annul this Contract without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE IV

J. CONTRACTUAL RELATIONS

1. Independent Contractor

   The CONSULTANT agrees that its relation to the STATE is as an independent contractor and not as an agent or employee of the STATE.

2. Claims and Indemnification

   a. Non-Professional Liability Indemnification

      The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents, and employees from and against any and all claims, liabilities, or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its subconsultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury, and/or, (ii) misconduct or wrongdoing of the CONSULTANT or its subconsultants in the performance of this AGREEMENT.

   b. Professional Liability Indemnification

      The CONSULTANT agrees to indemnify and hold harmless the STATE and all of its officers, agents, and employees from and against any and all claims, liabilities, or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

   c. These covenants shall survive the termination of the AGREEMENT. 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 by the STATE.

3. Insurance

   a. Required Coverage

      The CONSULTANT shall, at its sole expense, obtain and maintain in force the following insurance:

      1. Commercial or comprehensive general liability insurance, including contractual coverage, for all claims of bodily injury, death, or property damage, in policy amounts of not less than $250,000 per occurrence and $2,000,000 in the aggregate (STATE to be named as an additional insured); and
      2. Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than $500,000 combined single limit; and
      3. Professional liability (errors and omissions) insurance coverage of not less than $2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall

extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than $75,000; and

4. Workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible), and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public, or any member thereof, a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations, and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

This AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire AGREEMENT between the parties. This AGREEMENT shall be construed according to the laws of the STATE.

K. AGREEMENT MODIFICATION

The assignment of the CONSULTANT, generally established by the scope of work in this AGREEMENT, shall not be modified in any way without prior approval of the Governor and Council.

L. EXTENSION OF COMPLETION DATE(S)

If, during the course of the work, the CONSULTANT anticipates that one or more of the completion dates specified in this AGREEMENT cannot be met, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

ARTICLE IV

M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

(1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.

(2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.

(4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions

as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or

(b) Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

(6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

(7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.

(8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its CONSULTANTS agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined

in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its CONSULTANTS shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its CONSULTANTS shall not discriminate on the basis of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.

3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above, shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

O. DOCUMENTATION

The CONSULTANT shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration. This shall include preparation of progress reports, plans, specifications, and estimates and similar evidences of attainment of objectives called for in this AGREEMENT.

P. CLEAN AIR AND WATER ACTS

If the amount of the AGREEMENT or subcontract thereunder exceeds $100,000, the CONSULTANT or subconsultant shall comply with applicable standards, orders, or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

Attachment 1

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

The CONSULTANT _X_, proposed subconsultant ____, hereby certifies that it has _X_, has not ____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has _X_, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

DuBois & King, Inc.
(Company)

By: _____
Jeffrey W. Tucker, P.E., LEED AP

President / CEO
(Title)

Date: January 8, 2020

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.

Attachment 2

CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(C)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

I further hereby affirm that the information provided herein is true and correct and acknowledge that any knowingly false statement or false representation as to any material part contained herein may subject me to a fine and/or imprisonment, pursuant to pertinent provisions of the United States Code.

January 8, 2020
(Date)

(Signature)
Jeffrey W. Tucker, P.E., LEED AP

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the President / CEO and duly-authorized representative of the firm of DuBois & King, Inc., and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligibility by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

January 8, 2020
(Date)

(Signature)
Jeffrey W. Tucker, P.E., LEED AP

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Director of Project Development of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Contract, to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as here expressly stated (if any):

March 12, 2020
(Date)

(Signature)

Attachment 5

CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING $100,000 IN FEDERAL FUNDS

The prospective participant certifies, by signing and submitting this agreement, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Attachment 9

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

Consultant

WITNESS TO THE CONSULTANT

By: _____
Richard J. Goodall

Clerk

Dated: January 8, 2020

CONSULTANT

By: _____
Jeffrey W. Tucker, P.E., LEED AP

President / CEO
(TITLE)

Dated: January 8, 2020

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: _____

Dated: March 13, 2020

THE STATE OF NEW HAMPSHIRE

By: _____
Director of Project Development

FOR DOT COMMISSIONER

Dated: March 13, 2020

Attorney General

This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 9/17/20

By: _____
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on _____ approved this AGREEMENT.

Dated: _____

Attest:

By: _____
Secretary of State

s:\admin\consult\master agreements\signpages(9).doc

DuBois & King, Inc.

Certificate of Vote
And
Certificate of Authority

I, Richard J. Goodall, hereby certify that I am duly elected Clerk of DuBois & King, Inc.

I, hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on February 27, 2019, at which a quorum of the Board was present and voting.

VOTED:

> That the President of the Corporation (Jeffrey W. Tucker) is authorized and directed to execute and deliver, on behalf of the Corporation, any and all documents to include, but not by way of limitation, The Contract Agreement that in such officer's sole judgement, are necessary or appropriate in connection with executing a Contract Agreement with the New Hampshire Department of Transportation to provide Professional Engineering Services (Preliminary Design) for the Littleton, NH-Waterford, VT 27711; Rehabilitation of Red List Bridge No. 109/134 Project.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of January 8, 2020 and that Jeffrey W. Tucker is authorized to submit the Contract Agreement as detailed above for this Corporation.

Attest:

Date: January 8, 2020

Clerk

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 DUBOIS & KING, INC. is a Vermont Profit Corporation registered to transact business in New Hampshire on June 04, 1970. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **766**

Certificate Number: **0004910108**

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. 2020.

William M. Gardner
Secretary of State

DUBOI-2

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/30/2020

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 have ADDITIONAL INSURED provisions or 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 585-385-0428
Poole Professional B&B - TM
107 Audubon Rd, 2-305
Wakefield, MA 01880
Thomas M. Mullard

CONTACT NAME: Thomas M. Mullard
PHONE (A/C, No, Ext): 585-385-0428 FAX (A/C, No):
E-MAIL ADDRESS: smiller@poole-ny.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Company	37885
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
DuBois & King, Inc.
P.O. Box 339
Randolph, VT 05060

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Prof. Liability			DPR9964093	08/01/2020	08/01/2021	PER CLAIM	3,000,000
	PollutionLiability						AGGREGATE	3,000,000

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

Project: Littleton, NH - Waterford VT 27711: Rehabilitation of Red List Bridge No. 109/134

CERTIFICATE HOLDER NHDOT-1

New Hampshire Department of Transportation
7 Hazen Drive
Concord, NH 03302-0483

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

Matthew Mullard

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The ACORD name and logo are registered marks of ACORD

DUBO&KI-01

KLAROCQUE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/13/2020

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 have ADDITIONAL INSURED provisions or 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
Kinney Pike Insurance Inc.
42 Meadow Lane
Randolph, VT 05060

CONTACT NAME: Karen Larocque
PHONE (A/C, No, Ext): (800) 296-5722 7716 FAX (A/C, No): (802) 728-4625
E-MAIL ADDRESS: klarocque@kinneypike.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance	31325
INSURER B: Star Insurance Company	18023
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Dubois & King, Inc.
PO Box 339
Randolph, VT 05060

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR			ADV5384526	8/7/2020	8/7/2021	EACH OCCURRENCE $	2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) $	500,000
							MED EXP (Any one person) $	10,000
							PERSONAL & ADV INJURY $	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $	4,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG $	4,000,000
	OTHER:						$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $	2,000,000
	X ANY AUTO			ADV5384526	8/7/2020	8/7/2021	BODILY INJURY (Per person) $	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $	
							$	
A	X UMBRELLA LIAB X OCCUR			ADV5384526	8/7/2020	8/7/2021	EACH OCCURRENCE $	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $	5,000,000
	DED X RETENTION $ 0						$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A			WC0871481	8/7/2020	8/7/2021	E.L. EACH ACCIDENT $	500,000
							E.L. DISEASE - EA EMPLOYEE $	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT $	500,000
A	Valuable Papers			ADV5384525	8/7/2019	8/7/2020	& Records	200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Littleton, NH - Waterford, VT 27711; Rehabilitation of Red List Bridge No. 109/134
States Listed Under Section 3A of the Workers Compensation Policy: ME, NH, NY, VT

CERTIFICATE HOLDER

New Hampshire Department of Transportation
7 Hazen 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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20 Jan

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

Bureau of Environment
August 5, 2020

REQUESTED ACTION

Authorize the Department of Transportation (DOT) to enter into a **Sole Source** Agreement with Bear-Paw Regional Greenways (hereinafter "Bear-Paw"), Deerfield, NH (vendor #162206) for $108,370.00 for the purchase and stewardship of a conservation easement deed for the protection of 100+/- acres in Barnstead, NH as mitigation for wetland impacts associated with the Barnstead, 14121 project (reconstruction of the NH Route 28/North Road/North Barnstead Road intersection to improve safety and traffic flow, as well as improve sight distance), effective upon Governor and Council approval, through June 30, 2021. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2021.

Funding is available as follows:	FY 2021
04-96-96-963515-3054	
Consolidated Federal Aid	
400-500870 Highway Contract Payments	$108,370.00

EXPLANATION

This Agreement is **sole source** because the Barnstead Conservation Commission and Bear-Paw have been jointly interested in protecting this piece of property for some time, and are currently only able to do so with the financial assistance of DOT through this project.

Pursuant to RSA 482-A, to compensate for the loss of jurisdictional areas, the Department of Environmental Services (DES) adopted rules that require mitigation for major impact projects, certain minor impact projects with jurisdictional impacts of 10,000 square feet or more, and projects involving linear impacts to stream channels (Env-Wt 303.02, and Env-Wt PART 900).

The DES issued Wetlands and Non-Site Specific Permit #2019-01424 to DOT for the Barnstead, 14121 project on August 21, 2019 authorizing impacts to 37,843 square feet (16,293 square feet temporary) of bank, palustrine and riverine wetlands. Compensatory mitigation for these impacts will be mitigated through the purchase of a conservation easement on a 100 +/- acre property known as the Sellin property (Map 9, Lot 3). If the Department is unable to procure the conservation easement, a one-time payment

will be made to the Aquatic Resource Mitigation (ARM) fund in the amount of $188,681.68 for the 19,397 square feet of permanent wetland impact and 410 linear feet of stream impacts.

By acquiring the Sellin property, access to an undeveloped 60-acre wooded lot (Map 9, Lot 2; "Warburton/Downs") adjacent to the northern shoreline of the Upper Suncook Lake will be limited, and will augment 180 acres of existing conservation land owned by the Town of Barnstead located on Map 9, Lot 7; "Harrison Lot." The Sellin property will be placed into a conservation easement that will be held by Bear-Paw, with the Town of Barnstead as the secondary holder. Bear-Paw will execute the purchase and sales agreement.

The purchase price of this conservation easement deed is based on a recent appraisal of fair market value. Exhibit A describes the scope of the agreement with Bear-Paw. Exhibit B provides the fees for purchase and stewardship of the property, as well as payment terms. Exhibit C contains special provisions. The Attorney General's office has approved the attached draft conservation easement deed as to form and substance, and will approve the actual deed as to execution. Attachment B contains a map of the land.

Authority to make the contingent ARM fund payment in the amount of $188,681.68 was approved by the Governor and Executive Council on June 19, 2019 (Item #107A).

The agreement has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

Victoria F. Sheehan
Commissioner

VFS/ktn
Attachments

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Transportation		1.2 State Agency Address 7 Hazen Drive, PO Box 483 Concord, NH 03302-0483	
1.3 Contractor Name Bear Paw Regional Greenways		1.4 Contractor Address Post Office Box 19 Deerfield, NH 03037	
1.5 Contractor Phone Number 603-463-9400	1.5 Account Number 04-96-96-963515-3054	1.7 Completion Date June 30, 2021	1.8 Price Limitation $108,370
1.9 Contracting Officer for State Agency Kevin Nyhan, Administrator, NHDOT Bureau of Environment		1.10 State Agency Telephone Number 603-271-1553	
1.11 Contractor Signature K Amaral Date: 6/15/2020		1.12 Name and Title of Contractor Signatory Katrina Amaral, Executive Director	
1.13 State Agency Signature P Stamnas Date: 8/17/20		1.14 Name and Title of State Agency Signatory Peter Stamnas, Director of Project Development	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Emily C. Gray On: Sept. 14, 2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials KA
Date 6/15/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials KA

Date 6/15/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials KA

Date 6/15/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials KA
Date 6/15/2020

EXHIBIT A
SPECIAL PROVISIONS

14.1.1 requires comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and

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")*.

EXHIBIT B
SCOPE OF SERVICES

1. The State of New Hampshire, its successors and assigns, represented by the Department of Transportation (DOT), agree to grant Bear Paw Regional Greenways the amount of *$108,370*.00 for the purpose of acquiring a 100 +/- acre parcel of land owned by Anne Sellin located on 305 Gilmanton Road in the Town of Barnstead, County of Belknap, State of New Hampshire, identified on the Barnstead tax records as Map 9 Lot 3 (hereinafter: the "Property.") This agreement shall be performed in accordance with New Hampshire RSA 482-A; all applicable sections of the Administrative Rules, PART Env-Wt 100-800, and all other pertinent New Hampshire laws.

2. The Grantee, Bear Paw Regional Greenways, shall use the grant funds for the purchase and stewardship of a conservation easement deed as wetland mitigation for impacts associated with the DOT Barnstead, 14121 project (reconstruction of the NH Route 28 / North Road/North Barnstead Road intersection to improve safety and traffic flow, as well as improve sight distance).

Pursuant to RSA 482-A, to compensate for the loss of jurisdictional areas, the Department of Environmental Services (DES) adopted rules that require mitigation for major impact projects, certain minor impact projects with jurisdictional impacts of 10,000 square feet or greater, and projects involving linear impacts to stream channels (Env-Wt 303.02, and Env-Wt Part 900).

The DES issued Wetlands and Non-Site Specific Permit #2019-01424 to DOT for the Barnstead, 14121 project on August 21, 2019 authorizing impacts to 37,842 square feet of bank, palustrine and riverine wetlands. Compensatory mitigation for these impacts will be mitigated through the purchase and stewardship of this conservation easement by Bear Paw Regional Greenways as agreed to by DES. If DOT is unable to procure the conservation easement thru Bear Paw Regional Greenways, a one-time payment will be made to the aquatic Restoration Mitigation (ARM) fund in the amount of $188,681.68.

3. As Grantee of the Conservation Easement on the Property, Bear Paw Regional Greenways will:

a. Utilize the funds herein provided by the State of New Hampshire, acting through DOT, for the acquisition and recordation of a conservation easement on the Property as soon as possible, time being of the essence. The project shall be completed within 4 months of the notification of the award.

b. Utilize the funds herein provided by the State on New Hampshire, acting through DOT, to defray in part the acquisition and associated transaction costs incurred in securing a Conservation Easement on the Property.

c. Limit the use of the Property as hereinafter defined to conservation purposes in perpetuity.

d. Monitor the Property acquired through this project on an annual basis in accordance with the *Standards and Practices* for stewardship of the Land Trust Alliance, to ensure that the terms of the Conservation Easement are being adhered to, and to ensure that no actions are occurring which could be detrimental to the conservation attributes of the Property. Bear Paw Regional Greenways agrees to submit a copy of the annual monitoring report to DES to document the actions taken.

e. Place a sign, subject to its acceptability by DES at a prominent location on or near the Property. The sign shall contain at a minimum the DES logo and the following statement: "This conservation easement has been protected with assistance from the New Hampshire Department Environmental Services and New Hampshire Department of Transportation through Permitee-Responsible Wetlands Mitigation" Should the DES sign be damaged or destroyed, Bear Paw Regional Greenways agrees to work with DES to repair or replace it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable. Bear Paw Regional Greenways also agrees that where significant signage is placed at major access points, DES will be identified as a contributing partner to the acquisition of easement interests and the long-term protection of the Property;

f. Return to DOT any funds herein provided to the extent of any loss due to any title that proves to be less than clear and marketable for all properties protected under this contract;

g. Return DOT any funds if Bear Paw Regional Greenways fails to complete the Property acquisition.

h. Ensure that all public access provided for in the terms of the Conservation Easement will be in accordance with all federal and state policies of non-discrimination in public accommodation.

EXHIBIT C
BUDGET & PAYMENT METHOD

Description	Budget Payment Method
Land Purchase Price	$94,000.00
Transaction & Management Costs	
Easement Drafting Fee	$2,000.00
Attorney Fees (Ransmeier & Spellman)	$1,600.00
Project Management	$2,500.00
Title Search (Ransmeier & Spellman)	$420.00
Recording (County Registrar)	$150.00
Other (Copies, Postage, Etc.)	$200.00
Transaction & Management Costs	$6,870.00
Stewardship Fee	$7,500.00
Total Project Costs	$108,370.00

Total amount to be authorized following approval by the Governor and Executive Council:

Payments shall be made by DOT to Bear Paw Regional Greenways upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. DOT will pay Bear Paw Regional Greenways within 30 days of receiving the invoice.

The payments listed above are inclusive of project labor and expenses. Invoices shall be formatted to note completion of services.

The billing address shall be as follows:

NH Department of Transportation
7 Hazen Drive, PO Box 483
Concord, NH 03302-0483
ATTN: Kevin Nyhan, Administrator, Bureau of Environment

Invoices shall be approved by the Contract Officer before payment is processed.

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 BEAR-PAW REGIONAL GREENWAYS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 13, 1997. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 263562

Certificate Number: 0004931108

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of June A.D. 2020.

William M. Gardner
Secretary of State

BEAR-PAW REGIONAL GREENWAYS
Certificate of Vote & Authority

I, Mary-Lynn Jost, Secretary of the Board of Bear-Paw Regional Greenways do hereby certify that:

1. I am the duly elected Secretary of the Board of Directors,

2. The Board of Directors of Bear-Paw Regional Greenways voted to proceed with the Sellin conservation project at the meeting held on December 19, 2017,

3. During a Board vote on February 4, 2020 Bear-Paw Regional Greenways authorized Katrina Amaral, Executive Director, to execute any documents which may be necessary to complete the aforementioned easement project,

4. This authorization has not been amended or revoked and remains in full force through December 2021,

5. Duly appointed Board Members of the Organization:

Bruce Adami	Harmony Anderson
Bonnie Beaubien	Sam Demeritt
Al Jaeger	Jeff Kantorowski
Mary-Lynn Jost	Grace Mattern
Hal Kreider	Susan Wilderman
Dennis Garnham	Susan Romano

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Bear-Paw Regional Greenways, 6-15, ____ 2020.

Mary-Lynn Jost, Secretary
Bear-Paw Regional Greenways

Witnessed by:

State of New Hampshire, County of ~~Rockingham~~ Strafford

CHRISTINE BANE
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
January 27, 2021

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/31/2020

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 have ADDITIONAL INSURED provisions or 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
The Frank Massin Agency Inc
32 NH Rte 119
P.O. Box 430
Fitzwilliam NH 03447

CONTACT NAME: Fitzwilliam Account
PHONE (A/C, No, Ext): (603) 585-3411 FAX (A/C, No): (603) 585-3413
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Security Insurance	24082
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Bear Paw Regional Greenways
PO Box 19
Deerfield NH 03037

COVERAGES CERTIFICATE NUMBER: 2020-2021 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			BKS58280766	08/28/2020	08/28/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Non-profit organization

CERTIFICATE HOLDER

State of New Hampshire Department of Transportation
ATTN: Kevin Nyhan
7 Hazen Drive, PO Box 483
Concord NH 03302-0483

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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21 Jan

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Environment
August 10, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with GZA GeoEnvironmental, Inc., Bedford, NH, Vendor #174515, for an amount not to exceed $400,000.00, for on-call environmental/wetlands-related services with a focus on coastal wetlands and resources for Department projects and activities at various locations statewide, effective upon Governor and Council approval, through October 31, 2023.

Funds to support this request are available in the following account in State FY 2021, and funding is contingent upon the availability and continued appropriation of funds in State FY 2022, State FY 2023, and State FY 2024, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

04-96-96-963515-3054	FY 2021	FY 2022	FY 2023	FY 2024
Consolidated Federal Aid				
046-500464 Gen Consultants Non-Benefit	$110,000.00	$130,000.00	$130,000.00	$30,000.00

The Consolidated Federal Fund, AU 3054, is utilized at this time to encumber funds for this request. Actual funding sources will be determined by each particular project incurring expenses as a result of this request.

EXPLANATION

The Department requires on-call professional environmental/wetlands-related services with a focus on coastal wetlands and resources for Department projects and activities at various locations throughout the State that will complement the work being performed by the staff of the Bureau of Environment. The types of services required shall generally include, but are not limited to, providing coastal wetlands assessment, wetland delineation/impact assessment/permitting, environmental documentation, wetland mitigation, stream crossing data collection/assessment design, monitoring of wetland and/or stream restoration mitigation sites, invasive species delineation, and rare plants/endangered species investigations.

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c, 21-I:22-d, 228:4 and 228:5-a, and all applicable Federal laws and the Department's "Policies and Procedures for Consultant Contract Procurement, Management, and Administration" dated August 25, 2017. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (Chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for two Statewide On-Call Coastal Wetlands and Environmental Services contracts. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on October 11, 2019, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on December 12, 2019 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, four (4) shortlisted firms were notified on December 26, 2019

through a technical "Request For Proposal" (RFP). Committee members individually rated the firms' technical proposals on March 12, 2020 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the four (4) firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of the Assistant Commissioner's approval, the short listed firms were notified of the results and the two highest-ranking firms were asked to submit a fee proposal for negotiations.

The long list of seven (7) consultant firms that were considered for this assignment, with the four (4) short-listed firms shown in bold, is as follows:

Consultant Firm	***Office Location***
GM2 Associates, Inc.	Concord, NH
GZA GeoEnvironmental, Inc.	**Bedford, NH**
McFarland-Johnson, Inc.	**Concord, NH**
Normandeau Associates, Inc.	**Bedford, NH**
Stantec Consulting Services, Inc.	Auburn, NH
Tighe & Bond, Inc.	**Westfield, MA**
Vanasse Hangen Brustlin, Inc.	Bedford, NH

The firm of GZA GeoEnvironmental, Inc. was recommended for one of the two contracts. This firm has an excellent reputation and has demonstrated their capability to perform the required services. Background information on this firm is attached. The second contract, with the firm of Tighe & Bond, Inc., is being processed separately.

GZA GeoEnvironmental, Inc. has agreed to furnish the on-call services for an amount not to exceed $400,000.00. The cost for individual Task Orders assigned under this contract will be negotiated and use of a cost plus fixed fee or lump sum method of compensation will be determined based on the complexity and scope of engineering and technical services required. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This Agreement (Statewide On-Call Coastal Wetlands and Environmental Services 42833) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into an Agreement for consulting services as outlined above.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

V3

March 12, 2020

PROJECT: Statewide On-Call Coastal Wetlands and Environmental Services 42833 & 42834

DESCRIPTION: Two (2) Statewide On-Call Agreements, anticipated at $400,000 each over a three-year term, are needed to conduct environmental/wetlands-related services for Department projects and activities at various locations throughout the State, with a focus on coastal wetlands and resources. These services may include: Preparation of Coastal Functional Assessments pursuant to new NH Department of Environmental Services (DES) Administrative Rule Env-Wt 603.04; Preparation of Vulnerability Assessments pursuant to new DES Administrative Rule Env-Wt 603.05; Delineation of wetlands (following the 1987 US Army Corps of Engineers Wetland Delineation Manual); Assessment of coastal/ tidal functions and resiliency; Assessment of wetland functions and values; Assessment of wetland impacts; Stream crossing data collection, assessment and design; Preparation of permit applications and plans, such as for DES Wetlands and/or Shoreland Permits; Identification of areas under the Shoreland Water Quality Protection Act; Development of environmental documentation, including wetlands/coastal/sustainability-related narratives; Development of wetland mitigation strategies; Monitoring wetland mitigation construction; Completion of wetland/wetland mitigation monitoring reports; Identification of invasive species; Identification of rare plants/endangered species; and Coordination with natural resource agencies, as necessary. Consultants submitting a Letter of Interest will be assessed on their capability to perform the above-mentioned services, other relevant project experienced with references noted, and their current workload with the Department. This work will require Certified Wetland Scientist licensure, and Professional Engineering licensure in the State of New Hampshire, as well as a New Hampshire Licensed Land Surveyor.

SERVICES REQUIRED: : ENV, HYD, RDWY, STRC, SURV, WET, WQS

SUMMARY

GZA GeoEnvironmental, Inc.	1	1	1	1	1	1	1	7	
McFarland-Johnson, Inc.	3	3	3	3	3	3	3	21	
Normandeau Associates, Inc.	4	4	4	4	4	4	4	28	
Tighe & Bond, Inc.	2	2	2	2	2	2	2	14	

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms				
	WEIGHT	GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	20	18	15	17
Clarity of the Proposal	20%	20	18	16	18
Capacity to Perform in a Timely Manner	20%	19	19	18	18
Quality & Experience of Project Manager/Team	20%	20	17	17	19
Previous Performance	10%	10	10	7	8
Overall Suitability for the Assignment	10%	10	8	7	10
Total	100%	99	90	80	92

Ranking of Firms: 1. GZA 2. TIGHE + BOND 3. MJ 4. NORMANDEAU

Rating Considerations	Scoring of Firms				
	WEIGHT	GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	20	15	15	16
Clarity of the Proposal	20%	20	20	15	20
Capacity to Perform in a Timely Manner	20%	20	20	15	20
Quality & Experience of Project Manager/Team	20%	20	15	15	16
Previous Performance	10%	5	5	5	5
Overall Suitability for the Assignment	10%	10	10	5	10
Total	100%	95%	85%	70%	87%

Ranking of Firms: 1. GZA 2. Tighe & Bond Inc 3. MJ 4. Normandeau

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms				
	WEIGHT	GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	20	19	18	19
Clarity of the Proposal	20%	20	18	18	20
Capacity to Perform in a Timely Manner	20%	19	20	17	18
Quality & Experience of Project Manager/Team	20%	19	19	17	19
Previous Performance	10%	10	10	9	10
Overall Suitability for the Assignment	10%	10	9	9	10
Total	100%	98	95	88	96

Ranking of Firms: 1. GZA 2. Tighe + Bond 3. McFarland-Johnson 4. Normandeau

Rating Considerations	Scoring of Firms				
	WEIGHT	GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	19	18	17	19
Clarity of the Proposal	20%	19	17	17	18
Capacity to Perform in a Timely Manner	20%	18	18	17	18
Quality & Experience of Project Manager/Team	20%	18	18	17	18
Previous Performance	10%	8	8	7	8
Overall Suitability for the Assignment	10%	9	7	7	8
Total	100%	91	86	82	89

Ranking of Firms: 1. GZA 2. Tighe & Bond 3. MJ 4. Normandeau

Rating Considerations	Scoring of Firms				
	WEIGHT	GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	20	17	14	19
Clarity of the Proposal	20%	19	16	13	18
Capacity to Perform in a Timely Manner	20%	16	16	17	16
Quality & Experience of Project Manager/Team	20%	18	19	14	18
Previous Performance	10%	9	9	6	9
Overall Suitability for the Assignment	10%	9	8	5	9
Total	100%	91	85	56	89

Ranking of Firms: 1. GZA 2. T+B 3. MJ 4. Norm

Rating Considerations	Scoring of Firms				
	WEIGHT	GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	19	18	17	19
Clarity of the Proposal	20%	19	18	17	19
Capacity to Perform in a Timely Manner	20%	19	19	19	19
Quality & Experience of Project Manager/Team	20%	18	19	18	18
Previous Performance	10%	9	8	8	8
Overall Suitability for the Assignment	10%	9	8	7	9
Total	100%	93	90	86	92

Ranking of Firms: 1. GZA GeoEnvironmental Inc 2. Tighe & Bond, Inc 3. McFarland Johnson, Inc 4. Normandeau Associates, Inc

Rating Considerations	Scoring of Firms				
	WEIGHT	GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	20	17	15	18
Clarity of the Proposal	20%	18	16	15	17
Capacity to Perform in a Timely Manner	20%	18	17	17	18
Quality & Experience of Project Manager/Team	20%	19	18	17	17
Previous Performance	10%	10	7	6	9
Overall Suitability for the Assignment	10%	10	8	7	9
Total	100%	95	83	77	88

Ranking of Firms: 1. GZA 2. Tighe + Bond 3. MJ 4. Normandeau

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME
GZA GeoEnvironmental, Inc.

3. YEAR ESTABLISHED
1964

4. UNIQUE ENTITY IDENTIFIER
05-345-2827

2b. STREET
5 Commerce Park North, Suite 201

2c. CITY
Bedford

2d. STATE
NH

2e. ZIP CODE
03110

5. OWNERSHIP

a. TYPE
Private Corporation

b. SMALL BUSINESS STATUS
No

6a. POINT OF CONTACT NAME AND TITLE
David G. Lamothe, P.E., Associate Principal

6b. TELEPHONE NUMBER
603-232-8716

6c. E-MAIL ADDRESS
david.lamothe@gza.com

7. NAME OF FIRM *(If block 2a is a branch office)*
GZA GeoEnvironmental Technologies, Inc.

8a. FORMER FIRM NAME(S) *(If any)*

8b. YR. ESTABLISHED

8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	(2) BRANCH
02	Administrative	80	5
07/19	Biologists/Ecologists	12	0
08/14	CADD Technician/Computer	28	3
10/11	Chemical Engineers/Scientists	12	3
12	Civil Engineer	82	10
15/16	Construction Mgrs/Inspectors	6	3
23/24	Environmental Eng/Scientists	151	18
26	Forensic Engineers	0	0
27	Foundation/Geotechnical	110	4
30	Geologist	69	3
34a	Hydrogeologist	17	2
34	Hydrologist	4	2
36	Industrial Hygienists	2	0
37a	Laboratory Experts	5	0
48	Project Managers	12	3
51	Safety/Occupational Health	5	0
55	Soils Engineer	9	0
57	Structural Engineers	7	0
58	Technician/Analyst	13	1
59	Toxicologist	3	0
62	Water Resources Engineers	9	0
	Marine/Waterfront Engineers	11	0
	Other	13	0
	Total	660	57

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number
W03	Water Supply; Treatment and Distribution	7
A04	Air Pollution Control	6
A10	Asbestos Abatement	6
B02	Bridges	6
D02	Dams (Earth; Rock); Dikes; Levees	6
E09	Env. Impact Studies/Assessments/Statements	8
E12	Environmental Remediation	8
E13	Environmental Testing and Analysis	8
H01	Harbors; Jetties; Piers, Ship Terminal Facilities	6
H03	Hazardous, Toxic, Radioactive Waste	8
H07	Highways; Streets; Airfield Paving; Parking Lots	6
I03	Industrial Waste Treatment	4
P12	Power Generation, Transmission, Distribution	5
R10	Risk Analysis	3
S01	Safety Engineering; Accident Studies; OSHA	3
S05	Soils & Geologic Studies; Foundations	8
S07	Solid Wastes; Incineration; Landfill	5
T02	Testing & Inspection Services	8
T06	Tunnels & Subways	5
	Underground Storage Tanks	4
W02	Water Resources; Hydrology; Ground Water	6
	Wetlands	5

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	4
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE
Kenneth R. Johnston

b. DATE
12/5/18

c. NAME AND TITLE
Kenneth R. Johnston, Senior Principal/District Office Manager

RESUME

Tracy L. Tarr, CWS, CWB, CESSWI

Associate Principal

Education
B.S., 1997 Wildlife Management
University of New Hampshire
M.S., 2000 Natural Resources: Wildlife Ecology University of New Hampshire

Licenses & Registrations
New Hampshire Certified Wetland Scientist, CWS #281)
Certified Erosion, Sediment and Stormwater Inspector, #388)

Affiliations
- New Hampshire Association of Natural Resource Scientists
- Wildlife Society
- Gilmanton Conservation Commission, Chair

Areas of Specialization
- Wetland Permitting
- Wildlife Habitat Evaluation
- Invasive Species Mapping
- Mitigation Design
- Rare Species Assessment
- Phase 1 and 2 Bat Assessments
- Vernal Pool Identification & Evaluation
- Construction Monitoring
- Water Quality Sampling
- G.I.S. Mapping

Summary of Experience

Ms. Tarr is an environmental consultant that specializes in natural resources identification, assessment, permitting, and construction monitoring. She specializes in complex linear and energy-related projects and has worked with a wide range of clients in siting and permitting facilities for over 20 years. She routinely guides permitting efforts for large linear projects, and interfaces with contractors, local boards, state agencies, and federal regulators to provide environmental compliance oversight and assist large construction teams in meeting project milestones and schedules. She has permitted a variety of projects at the local, state, and federal level. Currently, Ms. Tarr serves on the Legislative Committee of the New Hampshire Association of Natural Resource Scientists, and serves as the northern New England Technical Practice Lead for ecological services at GZA.

Relevant Project Experience

Wetland Scientist, Albacore Park, Portsmouth, New Hampshire. Completed salt marsh assessment, wetland delineation, and permitting in support of the upgrades to the Albacore Park facility and associated submarine basin.

Wetland Scientist, Whittier Bridge, I-95 Improvement Project, Newburyport, Amesbury, and Salisbury, Massachusetts. Mapped invasive plants along 4-miles of highway and prepared GIS and map overlaps for invasive species management. Worked with the MassDOT and the contractor to develop an Invasive Plant Management Plan.

Wetland Scientist, Various Utility Corridors (e.g. L163 Transmission Line, 381 Transmission Line, L176 Transmission Line, W185 Distribution Line), New Hampshire. Completed wetland delineation, vernal pool documentation, rare species mapping, and wetland function value assessment. Oversaw the development of wetland permitting and access plans. Permitting utility rebuilds as well as access roads and culverts. Completed coordination with local boards, as well as state and federal agencies.

Wetland Scientist, South Coast Rail Early Action Culverts, Raynham, Taunton, Berkley, Lakeville, Freetown, New Bedford, and Rall River, Massachusetts. Prepared invasive species management plan and wetland restoration plans for culvert replacement projects. Currently overseeing construction of wetland mitigation areas.

Wetland Scientist, Greenland, New Hampshire. Completed coastal wetland assessment field work and permitting for a bank stabilization project on Great Bay that utilized hybrid biostabilization techniques.

Wetland Scientist, Dover, New Hampshire. Completed state and local permitting for a permeable paver and retaining wall project on the Bellamy River. Successfully obtained state wetlands permit and local conditional use permit for work within 50-feet of saltmarsh habitat.

Wildlife Biologist, Thermogen Industries, Eastport, Maine. Completed wildlife habitat assessment, rare species documentation, natural community mapping, intertidal and subtidal field surveys, wetland delineation, shoreland/surface water

Tracy L. Tarr, CWS, CWB, CESSWI

Associate Principal

delineation, wetland functions and values assessment, and preliminary natural resource impact evaluation for a proposed 200- to 300-thousand metric-ton-per-year torrefied wood production facility on the site.

Wetland Scientist, Hampton, New Hampshire. Completed wetland assessment field work, as well as local, state, and federal permitting for a residential project located in the tidal buffer zone of Great Bay.

Wetland Scientist, Portsmouth, New Hampshire. Completed wetland mitigation monitoring for a wetland buffer enhancement project associated with the South Entrance Multi-use Path project.

Wildlife Biologist, Transmission Substation, New Hampshire. Developed species management plan for Common Raven to address equipment damage and outages.

Project Manager, Town of Merrimack, New Hampshire. Prepared the first documented town-wide Comprehensive Beaver Management Plan in New Hampshire. The Plan was designed to minimize flood impacts caused by beaver, maintain important natural resources associated with beaver ponds, and minimize long-term municipal infrastructure maintenance costs. As part of this work, Ms. Tarr evaluated beaver activity at over 35 locations, developed a Beaver Habitat Suitability Model, identified best management practices for water level control, obtained cost estimates and bids, and completed construction monitoring.

Wildlife Biologist, Maverick Development, Auburn, New Hampshire. Prepared a Vernal Pool Creation Plan as part of project mitigation. Ms. Tarr is currently overseeing vernal pool creation monitoring.

Wildlife Biologist, Waste Management of New Hampshire, Inc., Rochester, New Hampshire. Completed a Phase 1 bat assessment on a 598 acre commercial property to evaluate habitat suitability for the northern long-eared bat (*Myotis septentrionalis*), a federally Threatened species.

Wildlife Biologist, Pats Peak, Henniker, New Hampshire. Completed biomonitoring evaluations spanning the course of 10 years in Cascade Brook to assess the potential impacts of water withdrawal for snowmaking.

Wetland Scientist, City of Keene, New Hampshire. Developed stream and wetland restoration plans to improve wetland functions including flood protection, sediment retention, nutrient removal and wildlife habitat.

Relevant Project Experience Prior to GZA

Project Manager, Town of Alton Highway Department, Alton, New Hampshire. Ms. Tarr provided wetland assessment, permitting services, and construction monitoring for approximately 15 culvert locations in the municipality from 2007 to 2012. Ms. Tarr identified wetland permitting needs, completed natural resource evaluations, and worked with the Highway Department to develop and monitor BMPs during construction.

Project Manager, Reed Road, Alton, New Hampshire. During major flood events of 2011, the Reed Road bridge associated with West Alton Brook was completely undermined by flood water. Ms. Tarr worked with the Town of Alton to secure a major-impact wetlands permit under an emergency timeframe to restore school bus access to approximately 25 homes. As part of wetland permitting for the project, Ms. Tarr completed a geomorphic assessment of the brook in association with the project engineer, to improve the natural flow regime and aquatic passage at the new structure. Ms. Tarr completed pebble counts and field measurements to determine relevant stream metrics.

Project Manager, Town of New Boston, New Hampshire. Ms. Tarr worked with the town road agent to permit a variety of culvert replacement projects in the municipality. As part of project scoping, Ms. Tarr would identify the most cost-effective permitting option and complete the wetland permit applications for all projects. She managed the project teams for the town, and interfaced with project surveyors and engineers. The projects she managed ranged from simple Routine Roadway notifications to Major-Impact Bridge Replacement projects.

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STATEWIDE ON-CALL
COASTAL WETLANDS & ENVIRONMENTAL SERVICES
42833

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 14th day of August in the year 2020 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and GZA GeoEnvironmental, Inc., with principal place of business at 249 Vanderbilt Avenue, in the City of Norwood, State of Massachusetts, and New Hampshire local office at 5 Commerce Park North in the Town of Bedford, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call environmental/wetlands-related services for DEPARTMENT projects and activities at various locations throughout the State, with a focus on coastal wetlands and resources. These services are outlined in the CONSULTANT'S technical proposal dated February 5, 2020.

This AGREEMENT becomes effective upon approval by the Governor and Council.

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

A. DESCRIPTION OF SERVICES

The DEPARTMENT requires consulting services that will complement the work being performed by the staff of the Bureau of Environment. The types of services required under the terms of this AGREEMENT shall generally include, but are not limited to, providing on-call professional environmental/wetlands-related services for DEPARTMENT projects and activities at various locations throughout the State, with a focus on coastal wetlands and resources.

B. SCOPE OF WORK

The CONSULTANT may be required to provide any of the following services:

Coastal Wetlands Assessment

This task involves assessing wetlands and jurisdictional areas in the coastal region of the State of New Hampshire, pursuant to NH Department of Environmental Services (NHDES) Administrative Rules PART Env-Wt 600.

The CONSULTANT shall (as directed by the DEPARTMENT):

- Utilize a qualified coastal professional to complete coastal functional assessments (Env-Wt 603.04).
- Complete coastal vulnerability assessments (Env-Wt 603.05).
- Evaluate coastal/tidal functions, and their effect on transportation infrastructure.
- Develop methods for making infrastructure resilient to the effects of sea level rise. Resources for consideration in any evaluation shall include those developed by the NH Coastal Risks and Hazards Commission.

Wetland Delineation/Impact Assessment/Permitting

This task involves the delineation of wetlands including paired upland and wetland data plots, delineation of surface waters, assessment of wetland functions and values, completion of wetlands reports, preparing permit applications, such as for a NHDES Wetlands and/or Shoreland Water Quality Protection Act (RSA 483-B) Permit, and coordination with natural resource agencies as necessary.

The CONSULTANT shall (as directed by the DEPARTMENT):

- Delineate wetlands within the project area in accordance with:

- The US Army Corps of Engineers (ACOE)Wetlands Delineation Manual (Jan 1987) and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0, January 2012).
- RSA 482-A, and PART Env-Wt 100-900.

- Utilizing Field Indicators of Hydric Soils in the United States (Version 8.2, U.S. Department of Agriculture 2018), the National Wetland Plant List: 2016 Wetland Rankings (Lichvar et al. 2016), and Classification of Wetlands and Deepwater Habitats of the United States (Federal Geographic Data Committee 2013) as reference standards.
- Delineate the ordinary high water and top of bank of surface waters.
- Gather descriptive information, site sketches, and photographs of the wetlands within the project area.
- Flag delineated wetlands and soil data plots within the project area. Label flags with an alphanumeric sequence.
- GPS and/or survey flag locations, as appropriate, and provide electronic files compatible with DEPARTMENT criteria (MicroStation and GIS).
- Assess Functions and Values using the ACOE Highway Methodology Workbook Supplement (November 1995), or other approved method, as well as best professional judgment.
- Prepare a Wetlands Delineation Report that identifies the locations of the delineated wetlands, identifies their classification, including ACOE Wetland Determination Data Forms that include soil data plot forms, discusses the Functions and Values of the jurisdictional wetland areas, and identifies the flagging numbering system.
- Meet, as necessary, with Federal and State natural resource agencies to discuss the findings and the evaluation of wetlands and/or to field review areas of environmental concerns.
- Complete the NHDES Standard Dredge and Fill and/or Shoreland Permit applications.

Environmental Documentation

This task involves the preparation of environmental documentation for approval of the DEPARTMENT, FHWA, or other Federal agencies.

The CONSULTANT shall (as directed by the DEPARTMENT):

- Prepare environmental narratives, in whole or in part, for documentation sufficient to comply with the National Environmental Policy Act, relating to wetlands/shoreland impacts, coastal resources and resiliency, floodplains/floodways, water quality, farmland soils, parks/recreation areas, conservation areas, Section 4(f) resources, Section 6(f) resources, wildlife and wildlife habitats, fisheries and stream crossings, Threatened and Endangered species, historic and archaeological

resources, noise studies, air quality studies, invasive species, Coastal Zone Management areas, Essential Fish Habitat (EFH), and hazardous/contaminated materials.

- Prepare Section 4(f) Evaluations (23 CFR PART 774).
- Prepare State-level environmental documentation for approval by the Bureau of Environment for State funded projects. It is anticipated that State-level assignments under this AGREEMENT would involve use of the "NHDOT Environmental Review-Short Form for Non-Federal Projects," or other similar format.

Wetland Mitigation

This task involves the investigation, development and/or refinement of wetland mitigation options necessitated as compensation for unavoidable wetland impacts associated with highway projects (33 CFR PART 332)

The CONSULTANT shall (as directed by the DEPARTMENT):

- Investigate potential sites, which would compensate for unavoidable impacts to jurisdictional wetlands and loss of their functions and values resulting from the proposed highway project.
- Prepare a *Potential Wetland Mitigation Assessment Report* that identifies and evaluates mitigation sites. The report will detail the potential acreages of preservation, restoration or creation, and the functions and values replication potentials at each site. The report will also detail the potential use of an in-lieu fee paid to the NHDES Aquatic Resource Mitigation (ARM) Fund.
- Design wetland creation sites, including preparation of a *Wetland Mitigation Technical Report*, containing information required by the ACOE's current "Regulatory Guidance Letter" and "Mitigation Plan Checklist."
- Meet, as necessary, with natural resource agencies, local officials, and/or concerned parties to discuss the findings and the evaluations of the wetland mitigation sites and/or to field review these potential areas.

Stream Crossing Data Collection/Assessment/Design

This task involves the investigation, assessment, data collection, technical report preparation, and design of and for stream crossings.

The CONSULTANT shall (as directed by the DEPARTMENT), perform assessments, data collection and all necessary documentation for stream crossings in accordance with PART Env-Wt 900. Stream crossing designs shall include, as necessary, a hydraulic capacity report, and detailed alternatives analysis. In addition, for designs, the following shall apply:

- Study, develop, and/or refine alignments, concepts, layouts, traffic control, drainage, and environmental impacts, based on the description of work and other support work that may be necessary.

- Prepare presentation plans.
- Prepare right-of-way plans, contract plans, contract documents and landscaping plans. In some cases, the DEPARTMENT may furnish preliminary studies of the improvements to be developed and/or refined by the CONSULTANT.
- Complete the designs including all plans, specifications for work not included in the current specifications of the DEPARTMENT, computations, estimates and documents for the required submissions to the DEPARTMENT, Federal Highway Administration and/or any other state or federal agency that may be required.
- Perform complex drainage studies and/or designs.
- Perform other engineering, photogrammetric, technical and drafting work as directed by the DEPARTMENT.
- Review the utility involvement and determine any associated impacts on the project. Coordinate with the project designers and the utility companies to arrange for utility relocations.
- Provide visualization of the proposed improvements superimposed and merged with a pictorial view of the existing condition.
- Perform video inspection of culverts and corresponding report of culvert condition.
- Provide technical writing services for grant applications.

Monitoring of Wetland and/or Stream Restoration Mitigation Sites

This task involves field personnel inspection of wetland and/or stream restoration mitigation construction sites and directing the DEPARTMENT's Contractor in the successful completion of a created mitigation to achieve the stated functions of the *Mitigation Technical Report*.

The CONSULTANT shall (as directed by the DEPARTMENT):

- Monitor wetland mitigation sites (creation, restoration and preservation) in accordance with conditions detailed in the ACOE Section 404 Permit and the NHDES Dredge and Fill Permit and in accordance with specific *Wetland Mitigation Plans* and commitments.
- Effectively communicate to manage the construction of all aspects of the *Wetland Mitigation Plans* with the DEPARTMENT's Contractor. Coordinate actions to ensure the work is being performed in accordance with the *Wetland Mitigation Plans*.
- Review, document and amend the mitigation design based on unanticipated field conditions in consultation with the DEPARTMENT and/or permitting agencies, as needed.
- Oversee remedial actions required to ensure the establishment of a functioning mitigation site.
- Prepare construction monitoring reports that evaluate the mitigation site construction.
- Monitor and assess the constructed mitigation site to assure the site is functioning as designed.

- Prepare a *Wetland Mitigation Monitoring Report* for distribution to appropriate natural resource agencies, local officials and/or interested parties.

Invasive Species Delineation

This task involves delineation of invasive species as necessary.

The CONSULTANT shall (as directed by the DEPARTMENT):

- Delineate the location of invasive species within the project area.
- Identify species and extent of infestation.
- GPS/survey locations and provide electronic files compatible with DEPARTMENT criteria (MicroStation and GIS).
- Prepare a map or key identifying and defining species, or label within the shapefile.

Rare Plants/Endangered Species Investigations

This task involves the determination of the presence of rare plants, endangered species, exemplary natural communities and/or wildlife habitats as necessary.

The CONSULTANT shall (as directed by the DEPARTMENT):

- Coordinate, as necessary, with the NH Natural Heritage Bureau, NH Fish & Game Department and/or US Fish and Wildlife Service to determine the presence of rare plants, endangered species, exemplary natural communities or wildlife habitats.
- Conduct plant surveys to determine location and extent of rare plant populations.
- Conduct habitat assessments and biological surveys to assess potential for or presence of endangered wildlife.

C. STAFFING

The CONSULTANT shall submit the **Salary Rate Calculation Form** (furnished to the CONSULTANT by the DEPARTMENT) which contains the average salary rates for the personnel anticipated to be assigned to the Task Order. This form will be used for Task Order cost development independently by the CONSULTANT and the DEPARTMENT prior to entering into negotiations for Task Orders under this AGREEMENT.

D. QUALITY CONTROL

The CONSULTANT is expected to perform in a professional manner and all work shall be neat, well organized, fully comply with the requirements of this AGREEMENT and Task Orders, and meet the specified accuracy requirements. The DEPARTMENT will reject any data that does not comply with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for insufficient work.

E. TASK ORDERS

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. A Task Order is an individually funded order with its own unique scope of work issued against the basic contract scope of work, terms and conditions, to carry out a specific project for the DEPARTMENT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that may include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT, specified accuracy requirements, and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal and a tentative work schedule and completion date for each Task Order assigned. The DEPARTMENT will review the CONSULTANT'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONSULTANT'S proposal by the DEPARTMENT and FHWA (if applicable), the DEPARTMENT will issue a Task Order Authorization to Proceed Letter. The CONSULTANT shall sign the Authorization to Proceed Letter and return it to the DEPARTMENT. A conference may be required to turn over a Task Order to the CONSULTANT. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the CONSULTANT with the appropriate materials, in electronic and/or hardcopy format, as needed to perform the assigned work.

G. WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT shall be aware that the services to be performed under this AGREEMENT will be on an as-needed basis. In addition, the CONSULTANT shall realize that emergency situations may arise that will require immediate response/action.

Following approval of the contract by the Governor and Council, the CONSULTANT shall be available to begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. Upon receipt of a Task Order Authorization to Proceed Letter, the CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT'S control.

It is imperative that close coordination between the CONSULTANT and the DEPARTMENT be maintained at all times so as to ensure compliance with the DEPARTMENT'S requirements for specific Task Orders.

The CONSULTANT'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall report progress monthly for each active Task Order with activity during the billing period, in accordance with the DEPARTMENT'S Standardized Invoicing.

H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in their original format and in the format submitted to the DEPARTMENT.

I. DELIVERABLES

All work and supporting documents for Task Orders completed under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT according to the following formats:

Electronic Transfer of Data: The DEPARTMENT requires the following to ensure compatibility with software used by the DEPARTMENT and to ensure the efficient and timely exchange of computer files between the DEPARTMENT and the CONSULTANT.

All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the DEPARTMENT. Any files requiring conversion and/or editing by the DEPARTMENT will not be accepted. All files shall be virus free. All files shall use the DEPARTMENT'S file naming convention.

Computer Aided Design/Drafting (CAD/D) files: Any and all CAD/D-related work during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT, which will be coordinated on each assignment. All files submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at www.nh.gov/dot/cadd/.)

Word Processing, Spreadsheet, and Database Files: For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:

Word Processing:	Microsoft Word 2010 or NHDOT compatible version
Spreadsheets:	Microsoft Excel 2010 or NHDOT compatible version
Databases:	Microsoft Access 2003 or NHDOT compatible version

These specifications will be updated as necessary to reflect changes in DEPARTMENT software such as adding new software or updating to new versions of existing software. In such instances, the CONSULTANT will be promptly notified.

Computer File Exchange Media: Electronic files shall be exchanged between the DEPARTMENT and the CONSULTANT using the following media as appropriate for Windows Operating Systems:

Compact Disc (CD): Files on CD(s) should be actual size, not compressed.

DVD: Files on DVD(s) should be actual size, not compressed.

Email: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

Copies: The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions; an electronic version in the original electronic file format (i.e., MicroStation (*.DGN), Microsoft Word (*.DOC), Microsoft Excel (*.XLS), etc.) and an electronic version in Adobe Acrobat (*.PDF) file format.

Website Information:

a. Website Content: All external NHDOT websites created for Task Orders under this AGREEMENT shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in https://www.nh.gov/doit/vendor/documents/nh-website-standards.pdf.

b. Website Documents: All documents posted to a website created for Task Orders under this AGREEMENT, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility requirements. A checklist for document compliance is provided in https://www.section508.gov/content/build/create-accessible-documents (go to second link down under "Checklists").

J. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is **October 31, 2023** unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

No new tasks may be assigned after the above noted completion date, however, the CONSULTANT shall complete any tasks begun prior to the completion date, but not yet completed, in accordance with the methods of compensation specified in Article II and all other applicable portions and contractual requirements of this AGREEMENT. This shall be subject to the written mutual agreement of both parties, which shall include a revised Date of Completion to allow completion of the previously assigned work.

ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES

A. AGREEMENT GENERAL FEE

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed **$400,000.00**. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the **$400,000.00** total amount.)

B. METHOD OF COMPENSATION FOR TASK ORDERS

The method of compensation for Task Orders issued under this agreement will either be a **Cost-Plus-Fixed-Fee** format with method of payment as described in Section C, or a **Lump-Sum** format with method of payment as described in Section D. A **Task Order Fee Summary** will be included in the DEPARTMENT-issued Authorization to Proceed for a Task Order.

C. COST-PLUS-FIXED-FEE FORMAT

1. **Task Order Cost Development** - The negotiated not-to-exceed cost of each cost-plus-fixed-fee format Task Order will be computed as follows:

   Labor Costs [hours x average rates* + indirect cost rate x (hours x rates)]
   + Fixed Fee (negotiated amount)
   + Direct Expenses (estimated amount)
   + Subconsultant Costs (estimated amount or lump sum)
   = Negotiated Task Order Cost

   * The average rates are the Average NHDOT Allowed Rates from the most-current version of the **Salary Rate Calculation Form** (see Article I Section C - Staffing).

2. **Task Order Cost Reimbursement** - In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for all services rendered to the satisfaction of the DEPARTMENT for each Task Order an amount equal to the sum of the following costs (a)+(b)+(c)+(d)+(e):

   a. Actual salaries* approved by the DEPARTMENT paid to technical and other employees by the CONSULTANT, including salaries to principals, for the time such employees are directly utilized on work necessary to fulfill the terms of this AGREEMENT.

      * In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT, including subconsultants, shall be $60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.

b. Overhead costs applicable to the direct salary costs. The audited indirect cost rates of **184.44%**, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT agrees that the indirect cost rate shall be extended at that rate for the duration of the Contract in accordance with 23 CFR 172.11 (b)(1)(vi). An overtime premium of one and one half times the direct labor rate for non-exempt employees working beyond the standard 40 hours per workweek may be allowed for special circumstances when approved by the DEPARTMENT in writing in advance. The overhead portion of non-exempt employees' salary rates shall not be adjusted. Engineers are not eligible for overtime premium rates.

c. A fixed fee amount based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead costs)] for profit and non-reimbursed costs.

d. Reimbursement for direct expenses, including, but not limited to, subconsultants with a subcontract value of less than $100,000, printing, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulation (Subpart 31.205-46) and in the Federal Travel Regulation. Mileage and per diem costs shall be subject to approval by the DEPARTMENT. Subconsultants with a subcontract value of less than $100,000 shall be invoiced as direct expenses and do not require individual invoices.

e. Reimbursement for actual cost of subconsultants.

The amount payable under categories (a), (b), (d), and (e) may be reallocated within the not-to-exceed Task Order amount upon mutual agreement of the DEPARTMENT and CONSULTANT. The fixed fee (c) shall only change when there has been a significant increase or decrease in the scope of work. The estimated amounts for (a), (b), (d), and (e) and the actual amount for (c) are listed in the Fee Summary section of the Authorization to Proceed for each Task Order.

3. **Task Order Limitation of Costs** – The total amount to be paid for any Task Order shall not exceed the sum of the amounts shown in the Task Order Fee Summary limits contained in the Authorization to Proceed Letter. It is expected that the CONSULTANT agrees to use best efforts to perform the work specified in the Task Order Scope of Work and all obligations under this contract within such limiting amount.

4. **Task Order Payments** - Monthly payments on account may be made upon submission of invoices by the CONSULTANT to the DEPARTMENT. The CONSULTANT shall follow the

DEPARTMENT'S Standardized Invoicing format. The fixed fee shall be invoiced during the billing period based upon the overall percent complete calculated within the approved progress report found in the DEPARTMENT'S Standardized Invoicing.

D. LUMP-SUM FORMAT

Task Order Cost Reimbursement - The negotiated total amount of each lump-sum format Task Order will be considered full compensation for all services for the Task Order performed to the satisfaction of the DEPARTMENT. Said lump-sum amount includes all labor, overhead, profit (maximum 15.00% of total labor + total overhead; based on the estimated risk to be borne by the CONSULTANT), direct expenses, and subconsultant costs. The CONSULTANT shall follow the DEPARTMENT'S Standardized Invoicing format. The lump-sum amount may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the lump-sum amount shall be documented in writing by a DEPARTMENT Bureau-level amendment. For a substantial lump-sum Task Order, the DEPARTMENT'S Lump Sum Article II for standalone agreements will be furnished to the CONSULTANT for additional reference information.

E. SUBCONSULTANT SUPPORTING SERVICES

The subconsultant firms included in the CONSULTANT'S Technical Proposal are:

- Doucet Survey, Inc. – Surveying services
- Victoria Bunker, Inc. – Archaeological services

Note: Subconsultants can be engaged at any time if needed for a Task Order, whether they were included in the CONSULTANT'S Technical Proposal or not. Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount. See Article IV.G – SUBLETTING for subconsultant Professional Liability Insurance information.

F. TASK ORDER AMENDMENTS

If revisions to a Task Order scope of work, and/or the fee summary or completion date included in the Task Order Authorization to Proceed is/are required, it shall be documented in writing by a DEPARTMENT Bureau-level amendment. The amendment will be filed with the Authorization to Proceed in the AGREEMENT.

G. RECORDS, REPORTS, AND FINAL AUDIT

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT and all items charged on this project. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the AGREEMENT period, and for three (3) years from the date final payment is made and all other pending matters are closed, for examination

by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

For Cost-Plus-Fixed-Fee Task Orders only: All costs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to Final Audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this Final Audit. In no case will any adjustments exceed the negotiated amount for any Task Order. All Subconsultant costs may also be subject to Final Audit by the STATE and Federal Governments.

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

The CONSULTANT agrees to follow the provisions of the Design Manuals, Standard Specifications for Road and Bridge Construction, and Standard Plans for Road and Bridge Construction of the DEPARTMENT; A Policy on Geometric Design of Highways and Streets and LRFD Bridge Design Specifications of the American Association of State Highway and Transportation Officials (AASHTO), and amendments thereto, and/or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 5 Commerce Park North, Bedford, NH.

It is further mutually agreed that any party, including the duly-authorized representatives of the Federal Highway Administration, may request and obtain conferences, visits to the site, and inspection of the work at any reasonable time.

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

   Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the STATE shall have the right to terminate this AGREEMENT.

2. Termination

   The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the

services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

D. <u>REVISIONS TO REPORTS, PLANS OR DOCUMENTS</u>

The CONSULTANT shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT, caused by errors and omissions by the CONSULTANT, without undue delays and without additional cost to the DEPARTMENT.

Furthermore, prior to final approval of plans, specifications, estimates, reports or documents by the DEPARTMENT, the CONSULTANT shall make such revisions of them as directed by the DEPARTMENT, without additional compensation therefor except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,
3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to

perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

If, during the term of this AGREEMENT, additional professional services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the CONSULTANT to perform such services, and the CONSULTANT shall be paid a fee in accordance with the provisions of Article II, Section B.

If, during the term of this AGREEMENT, additional professional services are performed by the CONSULTANT due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval of the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section B.

If additional services are performed by the CONSULTANT through its own acts, which are not usable or applicable to this project, the cost of such additional services shall not be reimbursable.

F. OWNERSHIP OF PLANS

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT, under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report or document which shall have been collected, prepared, or undertaken by the CONSULTANT, pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

G. SUBLETTING

The CONSULTANT shall not sublet, assign or transfer any part of the CONSULTANT'S services or obligations under this AGREEMENT without the prior approval and written consent of the DEPARTMENT.

All subcontracts shall be in writing and those exceeding $10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability

(errors and omissions) insurance coverage shall be not less than $2,000,000 in the aggregate, with a deductible of not more than $75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, land surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than $1,500,000 in the aggregate, with a deductible of not more than $50,000. For subconsultant contracts with no risk, e.g., archaeology, cultural resources, data gathering, traffic counting etc., professional liability insurance shall not be required. Subconsultants completing field exploration for geotechnical, hazardous materials/environmental, and subsurface exploration shall also have pollution liability insurance coverage not less than $2,000,000 in the aggregate, with a deductible of not more than $75,000. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

The CONSULTANT shall comply with all Federal, STATE and local laws, and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad and utility agencies whose facilities and services may be affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

I. BROKERAGE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the STATE shall have the right to annul this Contract without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

J. CONTRACTUAL RELATIONS

1. Independent Contractor

The CONSULTANT agrees that its relation to the STATE is as an independent contractor and not as an agent or employee of the STATE.

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its subconsultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the CONSULTANT or its subconsultants in the performance of this AGREEMENT.

b. Professional Liability Indemnification

The CONSULTANT agrees to indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

c. These covenants shall survive the termination of the AGREEMENT. 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 by the STATE.

3. Insurance

a. Required Coverage

The CONSULTANT shall, at its sole expense, obtain and maintain in force the following insurance:

1. Commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than $250,000 per occurrence and $2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than $500,000 combined single limit; and
3. professional liability (errors and omissions) insurance coverage of not less than $2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than $75,000; and
4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or

modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible) and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public or any member thereof a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

This AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire AGREEMENT between the parties. This AGREEMENT shall be construed according to the laws of the STATE.

K. AGREEMENT MODIFICATION

The assignment of the CONSULTANT, generally established by the scope of work in this AGREEMENT, shall not be modified in any way without prior approval of the Governor and Council.

L. EXTENSION OF COMPLETION DATE(S)

If, during the course of the work, the CONSULTANT anticipates that he cannot comply with one or more of the completion dates specified in this AGREEMENT, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

(1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.

(2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.

(4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or

(b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.

(6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter

into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

(7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.

(8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its Consultants agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its Consultants shall not discriminate on the basis of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.

3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

O. DOCUMENTATION

The CONSULTANT shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration. This shall include preparation of progress reports, plans, specifications and estimates and similar evidences of attainment of objectives called for in this AGREEMENT.

P. CLEAN AIR AND WATER ACTS

If the amount of the AGREEMENT or subcontract thereunder exceeds $100,000, the CONSULTANT or subconsultant shall comply with applicable standards, orders or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

ATTACHMENT A

Special Contract Provisions for COVID-19

The CONSULTANT acknowledges and agrees that this AGREEMENT was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The CONSULTANT agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the CONSULTANT as set forth in Article I of this AGREEMENT, any such disruption, delay, or other impact was foreseeable at the time this AGREEMENT was entered into by the Parties and does not excuse the Contractor's performance under this AGREEMENT. The CONSULTANT agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the STATE and the CONSULTANT may not seek damages against the STATE for any such impacts.

If the CONSULTANT experiences or anticipates any such COVID-19-related impacts to this AGREEMENT, the CONSULTANT shall immediately notify the DEPARTMENT'S Contract Manager. In the event of any COVID-19-related impact or anticipated impact to this AGREEMENT, the Contract Manager shall have the right to temporarily modify, substitute, or decrease the services, without the approval of the Governor and Executive Council, upon giving written notice to the CONSULTANT. The STATE'S right to modify includes, but is not limited to the right to modify service priorities, including how and when services are delivered, and expenditure requirements under this AGREEMENT so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this AGREEMENT. By exercising any of the rights described within this subsection, the STATE does not waive any of its right under this AGREEMENT.

In the event that a modification by the STATE under this subsection would result in a permanent reduction of services that cannot be supplemented during the remaining term of this AGREEMENT with either replacement or substituted services of substantially similar value, the Parties shall submit a formal amendment to this AGREEMENT with a commensurate reduction in the price. This amendment will require the approval of the Governor and Executive Council. In order to facilitate reconciliation of services performed under this AGREEMENT, the CONSULTANT shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the AGREEMENT:

1) The services required to be performed under the terms of this AGREEMENT as written;
2) The services actually performed;
3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

Attachment 1

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

The CONSULTANT X, proposed subconsultant ____, hereby certifies that it has X, has not ____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has X, has not ____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

GZA GeoEnvironmental, Inc.
(Company)

By: _____

Tracy Tarr, Associate Principal/Vice President
(Title)

Date: 8/14/2020

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.

Attachment 2

CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(C)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

I further hereby affirm that the information provided herein is true and correct and acknowledge that any knowingly false statement or false representation as to any material part contained herein may subject me to a fine and/or imprisonment, pursuant to pertinent provisions of the United States Code.

8/14/2020
(Date)

(Signature) Tracy Tarr

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Associate Principal/Vice President and duly-authorized representative of the firm of GZA GeoEnvironmental, Inc., and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligibility by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

8/14/2020
(Date)

(Signature) Tracy Tarr

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Director of Project Development of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Contract, to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as here expressly stated (if any):

August 31, 2010
(Date)

(Signature)

Attachment 5

CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING $100,000 IN FEDERAL FUNDS

The prospective participant certifies, by signing and submitting this agreement, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Attachment 6

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

Consultant

WITNESS TO THE CONSULTANT

By: Terie Dube

Terie Dube, Sr. Administrative Assistant

Dated: 8/14/2020

CONSULTANT

By: Tracy Tarr

Tracy Tarr, Associate Principal/Vice President

(TITLE)

Dated: 8/14/2020

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Phillip C. Burdick

Dated: August 21, 2020

THE STATE OF NEW HAMPSHIRE

By: [illegible]

Director of Project Development

For DOT COMMISSIONER

Dated: August 21, 2020

Attorney General

This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: Sep. 14, 2020

By: Emily C. Gray

Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on _____ approved this AGREEMENT.

Dated: _____

Attest:

By: _____

Secretary of State

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GZA GeoEnvironmental, Inc.

SECRETARY'S CERTIFICATE

I, Susan Domko, Assistant Secretary of GZA GeoEnvironmental, Inc. (the "Company"), herby certify

that Tracy L. Tarr is an Associate Principal and Vice President of the Company and, pursuant to a vote adopted by the unanimous written consent of the Board of Directors of the Company on July 29, 2020, she is authorized to execute and deliver contracts, bonds, and other documents related to the performance of professional services for the project "Statewide On-Call Coastal Wetlands & Environmental Services Agreement No. 42883" in the name and on behalf of the Company, and to affix the Corporate Seal thereto, if and as required.

I further certify that the aforesaid unanimous written consent and the authority vested thereby

have not been amended or revoked and are still in full force and effect.

WITNESS my hand and seal of the Corporation this 14th day of August 2020.

Susan Domko, Assistant Secretary

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 GZA GEOENVIRONMENTAL, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on October 28, 1981. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **9876**

Certificate Number: **0004919273**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of May A.D. 2020.

William M. Gardner

Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/18/2020

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 have ADDITIONAL INSURED provisions or 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
Risk Strategies Company
160 Federal St. 4th Floor
Boston, MA 02110

CONTACT NAME:
PHONE (A/C, No, Ext): 617-330-5700 FAX (A/C, No): 617-439-3752
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great Divide Insurance Company/ Nautilus Ins Group	25224
INSURER B: The First Liberty Insurance Corp	33588
INSURER C:	
INSURER D: Lexington Insurance Company	19437
INSURER E:	
INSURER F:	

INSURED
GZA GeoEnvironmental, Inc.
5 Commerce Park North
Suite 201
Bedford NH 03110

COVERAGES CERTIFICATE NUMBER: 57072414 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓		GLP2007957-17	2/28/2020	2/28/2021	EACH OCCURRENCE	$2,000,000
	☐ CLAIMS-MADE ☑ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	✓ Deductible - $25,000						MED EXP (Any one person)	$10,000
	per occurence BI/PD						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	✓ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			AS6-Z11-261208-010	2/28/2020	2/28/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	✓ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC6-Z11-261208-040	2/28/2020	2/28/2021	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liability			31711017	2/28/2020	2/28/2021	Each Claim/ $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Evidence of Insurance, State Wide On-Call Coastal Wetlands & Environmental Services, Environmental/Wetlands-Related Services, Various Location, NH.
The State of New Hampshire Department of Transportation is included as an additional insured with respects to General Liability per policy provisions and where required by signed contract.
The Professional Liability policy's Self-Insured Retention is $75,000, per policy provisions as required by the contract with the Certificate Holder.

CERTIFICATE HOLDER
Evidence of Insurance

The State of New Hampshire
Department of Transportation
7 Hazen Drive
Concord NH 03302-0483

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
Michael Christian

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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Construction
September 1, 2020

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Busby Construction Co., Inc. (Vendor 155275) of Atkinson, NH on the basis of a low bid of $577,724.50 for removal of the Exit 11 toll plaza, from the date of Governor and Council approval through December 18, 2020, unless extended by the Department in accordance with the Standard Specifications. 100% Turnpike Funds.

Funding is available in State Fiscal Year 2021, as follows:

Funding is available as follows:	FY 2021
04-096-096-961017-7507	
Turnpike Capital- Central Turnpike	
400-500870 Highway Contract Payments	$577,724.50

EXPLANATION

This project is part of the State's Ten Year Plan. This project is for the removal of the Exit 11 NB Off and SB On ramp tolls off the F.E. Everett Turnpike in Merrimack.

As an initial effort, the Bureau of Turnpikes discontinued toll operations on New Year's Day of this year, removed toll related signage and toll collection equipment from the plaza and channeled ramp traffic to the right side of the ramp through the Oversize/Overweight lane at the plaza.

The current project consists of the removal of the Merrimack toll plaza structure and shutdown of the building facilities/tunnel. The work to be be completed under this onstruction contract more specifically includes the following:

- Demolition of the toll plaza canopy and concrete islands
- Removal of booths for storage and future use on Turnpike system

Although the bid costs exceeded the Department's estimate by $22,213.50 (4%), the low bid of 2 bids received is felt to be reasonable for the work involved. The "B" bid was $4,510 higher than the low bid received. Readvertising this project would result, in our opinion, in higher prices and prevent the completion of the work in a timely manner. The Department considers it to be in the best interest of the State to accept this bid to accomplish these needed repairs.

The Contractor has been prequalified by this Department. The Contract has been approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available and the bid reasonably conforms to the engineer's estimate in accordance with State procedure. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

This project funding is: 100% Turnpike Capital.

A copy of the Tabulation of Bids received for this project is attached along with the Contract Supplemental Sheet and a map indicating the location of the project.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

VFS/pcj

Department Estimate:	$555,511.00
Contract Amount:	$577,724.50
Over Estimate:	$ 22,213.50

Attachments

New Hampshire DOT
Department of Transportation

ABC Bid Data

MERRIMACK
41727
NON-FEDERAL

PROJECT:	MERRIMACK	Awarded To:	BUSBY CONSTRUCTION CO., INC. 71 ROUTE 111 ATKINSON, NH 03811		
STATE PROJECT NUMBER:	41727				
FED. PROJECT NUMBER:	NON-FEDERAL				
DATE BIDS OPEN:	August 13, 2020, 2:00				
SCOPE OF WORK:	Exit 11 Toll Plaza Removal	Amount:	$577,724.50	Certified by:	PETER.E.STAMNAS Director of Project Development
COMPLETION DATE:	December 18, 2020	Award Date:			
LOCATION:	Hillsborough				

Summary of Bidders

Contractor	Bid Amount	Rank
BUSBY CONSTRUCTION CO., INC. 71 ROUTE 111, ATKINSON NH 03811	$577,724.50	A
AUDLEY, R. S., INC. 1113 ROUTE 3A, BOW NH 03304-4025	$582,234.50	B

New Hampshire DOT
Department of Transportation

ABC Bid Data

MERRIMACK
41727
NON-FEDERAL

Item No.	Description	Unit	Quantity	P&E Unit Price	P&E Total	BUSBY CONSTRUCTION CO., INC. 71 ROUTE 111 ATKINSON, NH 03811 Unit Price	Busby Total	AUDLEY, R. S., INC. 1113 ROUTE 3A BOW, NH 03304-4025 Unit Price	Audley Total
Items									
403.1109	HOT BITUMINOUS PAVEMENT, MACHINE METHOD, HIGH STRENGTH	TON	367.00	$200.00	$73,400.00	$150.00	$55,050.00	$129.00	$47,343.00
403.12	HOT BITUMINOUS PAVEMENT, HAND METHOD	TON	25.00	$250.00	$6,250.00	$250.00	$6,250.00	$155.00	$3,875.00
403.6	PAVEMENT JOINT ADHESIVE	LF	2,545.00	$2.00	$5,090.00	$1.50	$3,817.50	$1.00	$2,545.00
403.919	HOT BITUMINOUS BRIDGE PAVEMENT, 1" HIGH STRENGTH BASE COURSE	TON	66.00	$250.00	$16,500.00	$350.00	$23,100.00	$110.00	$7,260.00
410.22	ASPHALT EMULSION FOR TACK COAT	GAL	128.00	$10.00	$1,280.00	$30.00	$3,840.00	$25.00	$3,200.00
417.	COLD PLANING BITUMINOUS SURFACES	SY	132.00	$20.00	$2,640.00	$30.00	$3,960.00	$22.00	$2,904.00
520.0201	CONCRETE CLASS AA, ABOVE FOOTINGS	CY	12.00	$1,300.00	$15,600.00	$1,300.00	$15,600.00	$4,000.00	$48,000.00
538.6	BARRIER MEMBRANE, HEAT WELDED - MACHINE METHOD (F)	SY	1,150.00	$25.00	$28,750.00	$22.00	$25,300.00	$19.75	$22,712.50
544.2	REINFORCING STEEL, EPOXY COATED (F)	LB	2,763.00	$4.00	$11,052.00	$4.00	$11,052.00	$5.00	$13,815.00
604.4	RECONSTRUCTING/ADJUSTING CATCH BASIN & DROP INLET	LF	6.00	$505.00	$3,030.00	$500.00	$3,000.00	$700.00	$4,200.00
606.417	PORTABLE CONCRETE BARRIER FOR TRAFFIC CONTROL	LF	520.00	$28.00	$14,560.00	$29.00	$15,080.00	$50.00	$26,000.00
606.9522	TEMP. IMPACT ATTENUATION DEVICE (NON-REDIRECTIVE) TEST LEVEL 2	U	2.00	$2,750.00	$5,500.00	$5,000.00	$10,000.00	$6,000.00	$12,000.00
609.5	RESET GRANITE CURB	LF	250.00	$45.00	$11,250.00	$20.00	$5,000.00	$10.00	$2,500.00
609.811	BITUMINOUS CURB, TYPE B (4" REVEAL)	LF	200.00	$11.00	$2,200.00	$22.00	$4,400.00	$12.00	$2,400.00
618.61	UNIFORMED OFFICERS WITH VEHICLE	$	10,000.00	$1.00	$10,000.00	$1.00	$10,000.00	$1.00	$10,000.00
619.1	MAINTENANCE OF TRAFFIC	U	1.00	$28,000.00	$28,000.00	$15,000.00	$15,000.00	$5,000.00	$5,000.00
619.25	PORTABLE CHANGEABLE MESSAGE SIGN	U	2.00	$4,300.00	$8,600.00	$2,100.00	$4,200.00	$5,000.00	$10,000.00
619.63	TRUCK-MOUNTED IMPACT ATTENUATOR, TEST LEVEL 3	U	1.00	$15,159.00	$15,159.00	$4,500.00	$4,500.00	$8,500.00	$8,500.00
632.911	OBLITERATE PAVE. MARKING LINE, 12" WIDE & UNDER	LF	660.00	$2.50	$1,650.00	$3.75	$2,475.00	$3.00	$1,980.00
670.56	TOLL PLAZA FACILITY MODIFICATION/DEMOLITION AND RESTORATION	U	1.00	$185,000.00	$185,000.00	$255,600.00	$255,600.00	$221,000.00	$221,000.00
692.	MOBILIZATION	U	1.00	$45,000.00	$45,000.00	$35,500.00	$35,500.00	$62,000.00	$62,000.00
699.	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	$	5,000.00	$1.00	$5,000.00	$1.00	$5,000.00	$1.00	$5,000.00
1008.11	ALTERATIONS AND ADDITIONS AS NEEDED - UNANTICIPATED WORK	$	50,000.00	$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00

ABC Bid Data

MERRIMACK

41727

NON-FEDERAL

Item No.	Description	Unit	Quantity	PS&E		BUSBY CONSTRUCTION CO., INC. 71 ROUTE 111 ATKINSON, NH 03811		AUDLEY, R. S., INC. 1113 ROUTE 3A BOW, NH 03304-4025	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1010.15	FUEL ADJUSTMENT	$	10,000.00	$1.00	$10,000.00	$1.00	$10,000.00	$1.00	$10,000.00
			Totals:		$555,511.00		$577,724.50		$582,234.50
			Alt. Totals:						
			Totals:		$555,511.00		$577,724.50		$582,234.50

New Hampshire DOT
Department of Transportation

PS&E Comparison

MERRIMACK
41727
NON-FEDERAL

				A-Bidder		PS&E		
Item No.	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	A-PS&E Difference
Items								
403.1109	HOT BITUMINOUS PAVEMENT, MACHINE METHOD, HIGH STRENGTH	TON	367.00	$150.00	$55,050.00	$200.00	$73,400.00	($18,350.00)
403.12	HOT BITUMINOUS PAVEMENT, HAND METHOD	TON	25.00	$250.00	$6,250.00	$250.00	$6,250.00	$0.00
403.6	PAVEMENT JOINT ADHESIVE	LF	2,545.00	$1.50	$3,817.50	$2.00	$5,090.00	($1,272.50)
403.919	HOT BITUMINOUS BRIDGE PAVEMENT, 1" HIGH STRENGTH BASE COURSE	TON	66.00	$350.00	$23,100.00	$250.00	$16,500.00	$6,600.00
410.22	ASPHALT EMULSION FOR TACK COAT	GAL	128.00	$30.00	$3,840.00	$10.00	$1,280.00	$2,560.00
417.	COLD PLANING BITUMINOUS SURFACES	SY	132.00	$30.00	$3,960.00	$20.00	$2,640.00	$1,320.00
520.0201	CONCRETE CLASS AA, ABOVE FOOTINGS	CY	12.00	$1,300.00	$15,600.00	$1,300.00	$15,600.00	$0.00
538.6	BARRIER MEMBRANE, HEAT WELDED - MACHINE METHOD (F)	SY	1,150.00	$22.00	$25,300.00	$25.00	$28,750.00	($3,450.00)
544.2	REINFORCING STEEL, EPOXY COATED (F)	LB	2,763.00	$4.00	$11,052.00	$4.00	$11,052.00	$0.00
604.4	RECONSTRUCTING/ADJUSTING CATCH BASIN & DROP INLET	LF	6.00	$500.00	$3,000.00	$505.00	$3,030.00	($30.00)
606.417	PORTABLE CONCRETE BARRIER FOR TRAFFIC CONTROL	LF	520.00	$29.00	$15,080.00	$28.00	$14,560.00	$520.00
606.9522	TEMP. IMPACT ATTENUATION DEVICE (NON-REDIRECTIVE) TEST LEVEL 2	U	2.00	$5,000.00	$10,000.00	$2,750.00	$5,500.00	$4,500.00
609.5	RESET GRANITE CURB	LF	250.00	$20.00	$5,000.00	$45.00	$11,250.00	($6,250.00)
609.811	BITUMINOUS CURB, TYPE B (4" REVEAL)	LF	200.00	$22.00	$4,400.00	$11.00	$2,200.00	$2,200.00

New Hampshire DOT
Department of Transportation

PS&E Comparison

MERRIMACK
41727
NON-FEDERAL

				A-Bidder		PS&E		
Item No.	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	A-PS&E Difference
618.61	UNIFORMED OFFICERS WITH VEHICLE	$	10,000.00	$1.00	$10,000.00	$1.00	$10,000.00	$0.00
619.1	MAINTENANCE OF TRAFFIC	U	1.00	$15,000.00	$15,000.00	$28,000.00	$28,000.00	($13,000.00)
619.25	PORTABLE CHANGEABLE MESSAGE SIGN	U	2.00	$2,100.00	$4,200.00	$4,300.00	$8,600.00	($4,400.00)
619.63	TRUCK-MOUNTED IMPACT ATTENUATOR, TEST LEVEL 3	U	1.00	$4,500.00	$4,500.00	$15,159.00	$15,159.00	($10,659.00)
632.911	OBLITERATE PAVE. MARKING LINE, 12" WIDE & UNDER	LF	660.00	$3.75	$2,475.00	$2.50	$1,650.00	$825.00
670.56	TOLL PLAZA FACILITY MODIFICATION/DEMOLITION AND RESTORATION	U	1.00	$255,600.00	$255,600.00	$185,000.00	$185,000.00	$70,600.00
692.	MOBILIZATION	U	1.00	$35,500.00	$35,500.00	$45,000.00	$45,000.00	($9,500.00)
699.	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	$	5,000.00	$1.00	$5,000.00	$1.00	$5,000.00	$0.00
1008.11	ALTERATIONS AND ADDITIONS AS NEEDED - UNANTICIPATED WORK	$	50,000.00	$1.00	$50,000.00	$1.00	$50,000.00	$0.00
1010.15	FUEL ADJUSTMENT	$	10,000.00	$1.00	$10,000.00	$1.00	$10,000.00	$0.00
			Total:		$577,724.50		$555,511.00	$22,213.50

MERRIMACK
41727

July 28, 2020

SUPPLEMENTAL PROJECT INFORMATION SHEET

DESCRIPTION: This project is for the removal of the Exit 11 NB Off and SB On ramp tolls off the F.E. Everett Turnpike in Merrimack.

FEDERAL FUNDING: 0% (100% Turnpike Capital)

CONTINGENCY: There is no contingency proposed for this project.

PROJECT INITIATED: This project was initiated through the recently approved State Ten Year Plan.

PROJECT EXPLANATION: This project is for the elimination of the Exit 11 NB Off and SB On Tolls.

As an initial effort, the Bureau of Turnpikes discontinued toll operations on New Year's Day of this year, removed toll related signage and toll collection equipement from plaza and channelize ramp traffic to the right side of the ramp through the OS/OW lane at the plaza.

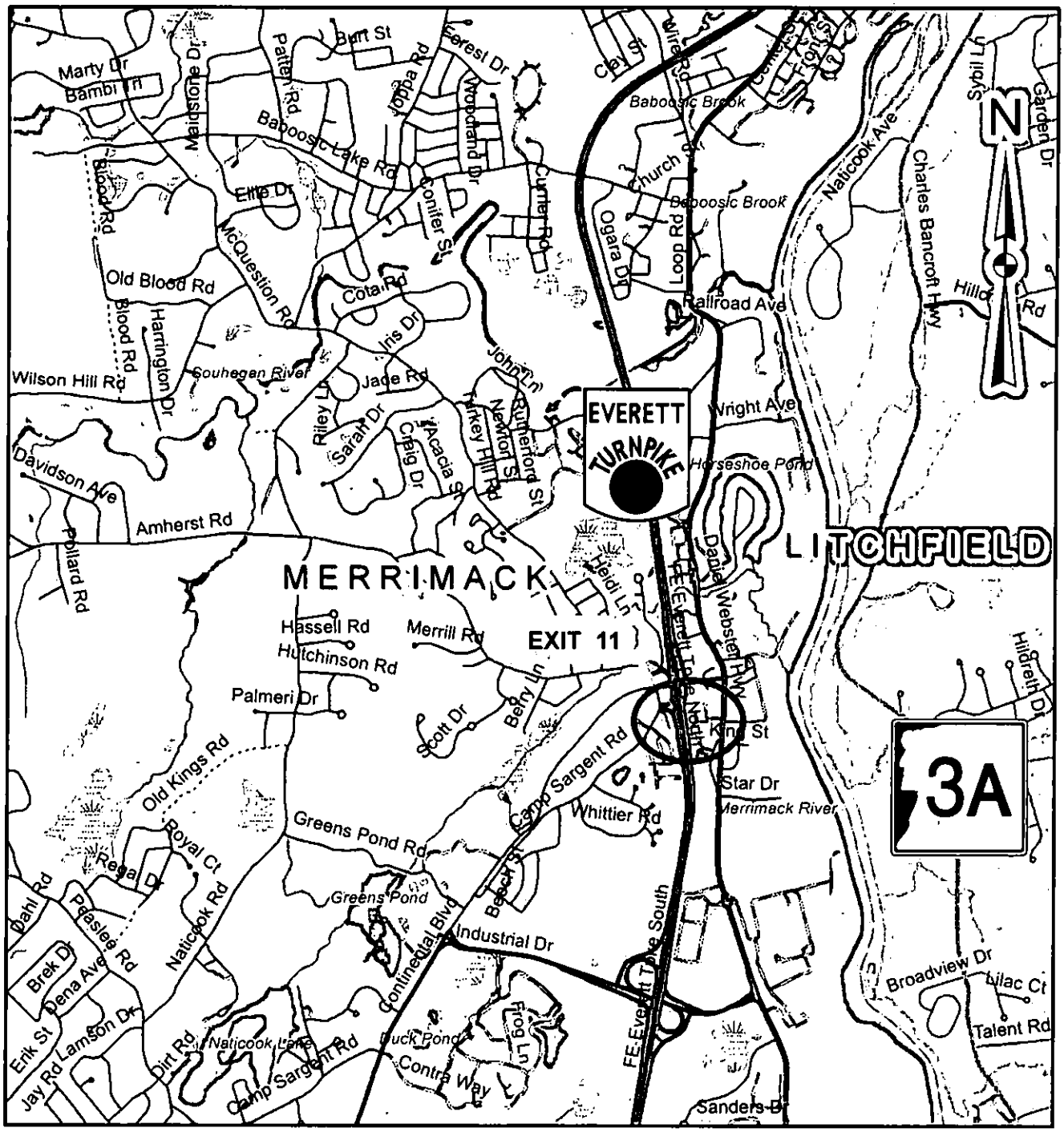
The current phase consists of the removal of the Merrimack toll plaza and shutdown of the building facilities/tunnel. This will be completed under the Merrimack 41727 construction contract, specifically to include the following:

- Demolition of the toll plaza canopy and concrete islands
- Removal of booths for storage and future use on Turnpike system

TRAFFIC IMPLICATION: Due to the removal of the plaza half at a time, ramp traffic will be sustained during the removal efforts Work will be performed behind concrete barrier.

FINAL COMPLETION DATE: December 18, 2020.

MERRIMACK - 41727



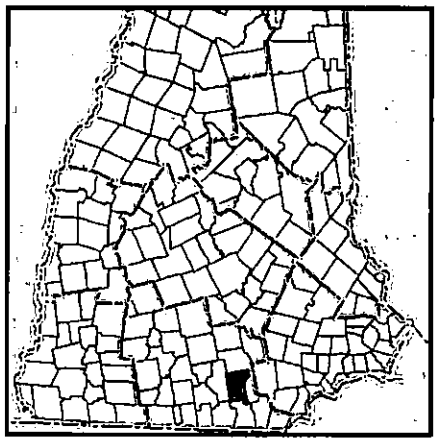
LEGEND

- Streams
- Water Bodies
- US Routes
- State Routes
- Interstates
- Local Roads
- Town Boundary

New Hampshire DOT
Department of Transportation

State #: 41727
Federal #: N/A
LOCATION MAP

0 0.25 0.5 1 Miles



ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/17/2020

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
THE ROWLEY AGENCY INC.
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511

CONTACT NAME: Donna Bickford
PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012
E-MAIL ADDRESS: dbickford@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Firemen's Ins Co of Wash. DC	21784
INSURER B: Acadia Insurance Company	31325
INSURER C: Charter Oak Fire Ins Co	25615
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Busby Construction Co., Inc.
71 Route 111
Atkinson NH 03811

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			CPA150089429	6/7/2020	6/7/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CAA150089529	6/7/2020	6/7/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUA150089629	6/7/2020	6/7/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WPA150089730 3A STATES: NH MA NO EXCLUDED OFFICERS	6/7/2020	6/7/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	LEASED/RENTED EQUIPMENT - ACV			QT6602H552036COF20	6/7/2020	6/7/2021	LIMIT:	$1,200,000
							DEDUCTIBLE:	$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Merrimack #41727- Removal of Exit 11 NB & SB On Ramps Tolls off the F.E. Everett Turnpike, Merrimack NH
The State of New Hampshire, Dept. of Transporation in included as an additional insured on all liability policies except workers comp when required by written contract with the named insured.

CERTIFICATE HOLDER

State of NH, Dept of Transportation
PO Box 483
Concord, NH 03302-0483

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
Donna Bickford/DTB

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/17/2020

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
THE ROWLEY AGENCY INC.
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511

CONTACT NAME: Donna Bickford
PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012
E-MAIL ADDRESS: dbickford@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	31325
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
State of NH-Dept. of Transportation
c/o Busby Construction Co., Inc.
71 Route 111
Atkinson NH 03811

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Owners & Contractors Protec GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			OCPB2081714217	9/9/2020	9/9/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Merrimack #41727- Removal of Exit 11 NB & SB On Ramps Tolls off the F.E. Everett Turnpike, Merrimack NH

CERTIFICATE HOLDER

State of NH-Dept. of Transportation
PO Box 483
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
Donna Bickford/DTB

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CDFA
COMMUNITY DEVELOPMENT FINANCE AUTHORITY

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action – Award a Grant

Authorize the Community Development Finance Authority (CDFA), under the Community Development Block Grant (CDBG) program, to award a grant to the County of Cheshire, 12 Court Street, Keene, New Hampshire, in the amount of $454,865 for the purpose of assisting three organizations provide microenterprise training and technical assistance activities, upon Governor and Council approval for the period effective October 7, 2020 through June 30, 2021. **100% federal funds.**

Explanation

The County of Cheshire is requesting CDBG funds to assist with training and technical assistance activities for small microenterprise businesses. If approved, the funds will be subgranted to three organizations; Hannah Grimes Center located in Keene; University of New Hampshire (New Hampshire Small Business Development Center/Pathways to Work Program) located in Durham, and Rockingham Economic Development Corporation of Southern New Hampshire d/b/a Regional Economic Development Center located in Raymond. Microenterprise training and technical assistance funds will be used to increase the income and economic stability of self-employed people and microenterprises by helping them to access capital, provide business training and expanding market opportunities Statewide. A minimum of one hundred sixty-seven businesses (167) microenterprises will be assisted collectively, and 100% of microenterprises served will be of low- and moderate-income.

This Agreement allocates a portion of the Community Development Block Grant (CDBG) funds provided to New Hampshire by the U. S. Department of Housing and Urban Development (HUD). CDFA is administering this program as provided by RSA 162-L. The funds for this contract are from the Community Development Block Grant Fund, which is intended to help municipalities solve development problems.

Sincerely,

Katherine Easterly Martey
Executive Director

KEM/ml

Attachments

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Community Development Finance Authority		1.2 State Agency Address 14 Dixon Avenue Concord, NH 03301	
1.3 Contractor Name County of Cheshire		1.4 Contractor Address 12 Court Street Keene, NH 03431	
1.5 Contractor Phone Number 603-352-8215	1.6 Account Number 20-403-CDMC	1.7 Completion Date June 30, 2021	1.8 Price Limitation $454,865
1.9 Contracting Officer for State Agency John Manning, Chairman, Board of Directors		1.10 State Agency Telephone Number 603-226-2170	
1.11 Contractor Signature Date: 9/4/2020		1.12 Name and Title of Contractor Signatory Christopher C. Coates Cheshire County Administrator	
1.13 State Agency Signature Date: 9/8/2020		1.14 Name and Title of State Agency Signatory Katherine Easterly Martey, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: N/A		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Takhmina Rakhmatova		On: 9/9/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials CCC
Date 9/4/2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials CC

Date 9/4/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials CC.

Date 9/4/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials CC

Date 9/4/2020

EXHIBIT A

Special Provisions

Modifications, additional and/or deletions to Form P-37, General Provisions, described in detail.

NONE

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EXHIBIT B

GRANT ACTIVITIES

1. PROJECT DESCRIPTION AND PURPOSE:

1.1 This project shall consist of the awarding of $454,865 in Community Development Block Grant (CDBG) funds to the County of Cheshire ("Grantee"), of which a total of $417,500 is to be subgranted as follows: Hannah Grimes Center, Inc. (HGC -) ($162,500); University of New Hampshire-New Hampshire Small Business Development Center-Pathways to Work (SBDC Pathway to Work) (SBDC) ($117,500) and Rockingham Economic Development Corporation d/b/a Regional Economic Development Center of Southern New Hampshire (REDC) ($137,500) (collectively referred to as "Subrecipient") for Microenterprise Development Assistance Grants. Subgranted funds will be used by the Subrecipients to provide training and technical assistance services through the Subrecipients' and partner organizations microenterprise programs, to a minimum of 167 microenterprises throughout the State of which 100% will be of low- and moderate-income. Subgranted funds shall be set forth in each of the organization's Subrecipient Agreements attached hereto.

The microenterprise program mission is to increase the income and economic stability of self-employed people and microenterprises, by helping them to access capital, business training and expanded market opportunities. These funds will support training and technical assistance services to low- and moderate-income business owners. Non-CDBG fund loans made to credit-worthy participating businesses will be funded by the Subrecipients and/or by partner organizations.

The specific reporting requirements for per cost per beneficiary, performance measures and goals for this grant are outlined in Attachments II-A, II-B, and II-C Subrecipient Agreements.

1.2 Consistent with the National Objectives of the Community Development Block Grant Program under Title I of the Housing and Community Development Act of 1974, as amended, the Parties agree that the Subrecipients will collectively serve at least 167 microenterprise beneficiaries of which 100% will be of low- and moderate-income, as that term is defined in 24 CFR 570.483 and CDFA's Implementation Guide.

2. GRANT ADMINISTRATION:

2.1 Grantee shall perform all activities as necessary to administer the CDBG funds in accordance with the provisions of this Agreement, and particularly the state and federal requirements referenced in Section 3.

2.2 Grantee has agreed to an Implementation Schedule, which will provide for the completion of all grant activities, prior to the Grant Completion Date. All training and technical assistance shall be completed prior to the Grant Completion Date as stated in Section 1.7 of the General Provisions.

2.3 Grantee shall be permitted to request up to $37,365 of CDBG funds for reimbursement of administrative Project Costs. In no event shall administrative costs reimbursable with Grant funds exceed fifteen percent (15%) of the total Grant Funds. Administrative costs shall be limited to the allowable costs as specified in OMB 2 CFR Part 200, as the same may be amended from time to time. Such costs include but are not limited to: preparation of environmental review, recordkeeping, reporting, audits and oversight of Project construction and compliance with all federal, state and local laws, rules and regulations.

CCC
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2.4 Grantee shall enforce the terms and conditions of its Subrecipient Agreements, as provided herein. Grantee shall promptly notify Subrecipient in writing in the event of a default under the Subrecipient Agreements and shall aggressively pursue its remedies under said agreement for the benefit of the State.

2.5 Grantee shall send, at a minimum, its grant administrator, or a designated representative employee involved in the administration of this Grant, to the next CDBG Grant Administration Workshop to be offered by the Community Development Finance Authority.

2.6 Grantee shall submit to the CDFA all required reports as specified in this Agreement and shall monitor and enforce the reporting requirements of the Subrecipient Agreements as provided in this agreement or any Exhibits or attachments hereto.

2.7 Grantee or Grantee's consultant shall provide such training as is necessary to the Subrecipients to secure satisfactory performance of its duties and responsibilities under the Subrecipient Agreements.

2.8 Grantee shall enter into Closeout Agreements with the Subrecipients and CDFA, as required by CDFA.

2.9 Any construction undertaken in connection with the Project shall comply with all applicable state and local design, construction, building and safety codes.

3. FEDERAL COMPLIANCE

3.1 Grantee shall comply, and shall require any Subrecipient, contractor and subcontractor to comply, with the following federal and state laws and all applicable standards, rules, orders, or regulations issued pursuant thereto:

3.1.1 The Copeland "Anti-Kickback" Act, as amended (118 USC 874) as supplemented in Department of Labor regulations (41 CFR Chapter 60).

3.1.2 Nondiscrimination, Title VI of the Civil Rights Act of 1974 (PL 88- 352), as amended, (42 USC 2000d) the Fair Housing Act of 1968 (PL 90-284), Executive Orders 11063 and 12259, and the requirements imposed by the Regulations of the Department of Housing and Urban Development (24 CFR 107 and 24 CFR 570.496) issued pursuant to that Title.

3.1.3 Labor Standards. Davis-Bacon Act, as amended (40 USC 276a-276a-7), the Contract Work Hours and Safety Standards Act (40 USC 327-333).

3.1.4 The Flood Disaster Protection Act of 1973 (PL 93-234), as amended, regulations issued pursuant to that act, and Executive Order 11985.

3.1.5 Architectural Barriers Act (PL 90-480), 42 USC 4151, as amended, and the regulations issued or to be issued thereunder, including uniform accessibility standards (24 CFR 40) for public buildings with 15 or more residential units. RSA 275-C:10 and the New Hampshire Architectural Barrier Free Design Code (Han 100, et. seq.) also applies.

3.1.6 Rehabilitation Act of 1973, 29 USC 794, Sections 503 and 504, Executive Order 11914 and U.S. Department of Labor regulations issued pursuant thereto.

3.1.7 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), as amended, 15 CFR Part 916 including amendments thereto and regulations thereunder.

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3.1.8 The National Environmental Policy Act of 1969 (PL 90-190); the National Historic Preservation Act of 1966 (80 Stat 915, 116 USC 470); and Executive Order No. 11593 of May 31, 1971, as specified in 24 CFR 58.

3.1.9 The Clean Air Act, as Amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

3.1.10 RSA 354 and rules of the New Hampshire Human Rights Commission (HUM 100, et. seq.) on discrimination in employment, membership, accommodations, and housing.

3.1.11 The Age Discrimination Act of 1975 as amended (42 USC 6101, et. seq.) and implementing regulations.

3.1.12 The lead paint requirements (24 CFR 35) of The Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.).

3.1.13 The NH State Energy Code (RSA 155-D).

3.1.14 The NH State Life Safety Code (RSA 155:1) and rules of the NH State Fire Marshall.

3.1.15 Citizen Participation Requirements. The 1987 amendments to the Housing and Community Development Act of 1974, stated in Section 508.

3.1.16 Affirmative Action Requirements. In furtherance of its covenant Grantee shall:

(1) take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, or national origin; such action shall be taken in conjunction with any of the Grantee's acts in the capacity of an employer including, but not limited to: employment of individuals, upgrading, demotions or transfers, recruitment or recruitment advertising; layoffs or terminations; changes in rates of pay or other forms of compensation; selection for training, including apprenticeship, and participation in recreational and educational activities;

(2) post in conspicuous places available to employees and applicants, employment notices, to be provided by CDFA, setting forth the provisions of this non-discrimination clause; the Grantee will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, age, sex or national origin;

(3) keep all such information, records and reports as may be required by the rules, regulations or orders of the Secretary of Labor and furnish or submit the same at such times as may be required; the Grantee shall also permit CDFA, or the Secretary of Labor or any of their designated representatives to have access to any of the Grantee's books, records and accounts for the purpose of investigation to ascertain compliance with the aforesaid rules, regulations and orders and covenants and conditions herein contained;

(4) during the term of this agreement, shall not discriminate among participants under this agreement on the basis of race, color, religion, sex, handicap or national origin. For the purpose of this agreement, distinctions on the grounds of the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time

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from that provided to other participants under this agreement; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of race, color, religion, sex, or national origin of the participants to be served.

3.1.17 Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as amended by the Housing and Community Development Act of 1974 (42 USC 5301). The contractor will ensure that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to lower-income project area residents. Further, the contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of service and supplies.

3.1.18 Drug-Free Workplace Act of 1988 (42 USC. 701). In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1998 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

3.1.19 Federal Funding Accountability and Transparency Act (FFATA): As applicable to this grant, and for all subcontracts exceeding $25,000, Grantee shall require that the Subgrantee or Subrecipient shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 CFR part 170). For additional information on FFATA reporting and the FSRS system, please visit the www.fsrs.gov website, which includes FFATA legislation, FAQs and OMB guidance on subaward and executive compensation reporting.

3.1.20 Women- and Minority-Owned Businesses (W/MBE): As applicable to this grant, Grantee and Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

4. SUBRECIPIENT AGREEMENTS.

4.1 Grantee shall enter into a Subrecipient Agreement with the four Subrecipients in a form satisfactory to CDFA and meeting the requirements of Attachments II-A, II-B, and II-C Subrecipient Agreement, Minimum Terms and Conditions, attached hereto and incorporated herein by reference.

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4.2 The Subrecipient Agreements shall provide for the subgranting of $417,500 in CDBG funds for the purposes described herein and consistent with the terms and conditions of this Agreement.

4.3 Grantee shall provide to CDFA for its review and approval the proposed Subrecipient Agreements prior to execution. Prior to the disbursement of grant funds, but not more than thirty (30) days following the Effective Date of this Agreement, Grantee shall provide to CDFA executed copies of said Subrecipient Agreements.

4.4 Grantee shall cause the applicable provisions of this Exhibit to be inserted in all Subrecipient agreements, contracts and subcontracts for any work or Project Activities covered by this Agreement so that the provisions will be binding on each Subrecipient, contractor and subcontractor; provided, however, that the foregoing provisions shall not apply to contracts for standard commercial supplies or raw materials. Grantee shall take such action with respect to any Subrecipient agreement, contract or subcontract as the State, or, where applicable, the United States, may direct as a means of enforcing such provisions, including sanctions for noncompliance.

5. PROJECT MATCHING FUNDS; ADDITIONAL FINANCING.

5.1 The Parties agree that no other funds are required to match the CDBG funds to be awarded pursuant to this Agreement and in connection with this Grant Project.

6. SECURITY REQUIREMENTS.

Not Applicable to this Award.

7. ADDITIONAL GRANT REQUIREMENTS.

7.1 Grantee shall prepare and adopt a written Code of Ethics governing the performance of its employees engaged in the procurement of supplies, equipment, construction and services consistent with the requirements of 24 CFR 85.36(b)(3). The Code of Ethics shall be prepared in the form shown in the CDBG Implementation Guide, and shall be formally adopted prior to requesting Grant funds. The Grantee shall also comply with the conflict of interest policy consistent with the requirements of 24 CFR 570.489(h) and approved by CDFA.

7.2 Grantee shall prepare and adopt a financial management plan, approved by CDFA, which describes Grantee's system for receiving and expending the grant funds including the internal controls, which shall ensure compliance with Section 8 of this agreement. The plan shall be formally adopted prior to requesting Grant funds.

7.3 Grantee shall submit to CDFA, documentation of training and technical assistance given and expenditures incurred by the Subrecipients any time on or after July 1, 2020Reports shall be provided as set forth in Attachments II-A, II-B, and II-C, Subrecipient Agreements. All reporting, including additional documentation and reporting requirements from said Subrecipient Agreements, shall be submitted via CDFA's Grants Management System (GMS).

7.4 In the event Grantee fails to enforce the provisions of the Subrecipient Agreements or fails to cure any event of default under the Subrecipient Agreements, Grantee shall, upon demand by CDFA, assign and convey all or part of its rights, title and interest, or delegate all or any of its obligations under the Subrecipient Agreements to CDFA.

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Such assignment or delegation is to be effective only in the event of default in the Subrecipient's obligations to Grantee, under the terms and conditions of the Subrecipient Agreements.

7.5 CDFA shall have the right to terminate all or part of its obligations under this Agreement in the event that any official, employee, architect, engineer, attorney or inspector of, or for Grantee, or any government official or representative becomes directly or indirectly interested financially in the acquisition of any materials or equipment, or in any construction of the Project, or in the furnishing of any service to, or in connection with the Project, or any benefit arising therefrom.

7.6 Where the Grant Agreement is terminated or the Project is otherwise terminated due to a default, inability to perform or reason other than project completion and Grant funds are to be returned by Grantee, the disposition of Grant Funds to be returned shall be determined solely by CDFA.

7.7 Excessive Force by Law Enforcement Agencies. Grantee certifies that it has adopted and enforces a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144.

7.8 Lobbying. Grantee certifies that:

7.8.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

7.8.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

7.8.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

7.9 Certification of Non-segregated Facilities as required by the May 9, 1967, Order (32 FR 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor. Prior to the award of any construction contract or subcontract exceeding $10,000, Grantee shall require the prospective prime contractor and each prime contractor shall require each subcontractor to submit the following certification:

7.10 By the submission of this bid, the bidder, offer or, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained.

7.11 He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to

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perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder, offer or, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause: that he/she will retain such certifications in his/her files: and that he/she will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.

7.12 In the event Grantee fails to enforce the provisions of the Subrecipient Agreements or fails to cure an Event of a Default under the Subrecipient Agreements, Grantee shall, upon demand by CDFA, assign and convey all or any part of its rights, title and interest or delegate all or any of its obligations under the Subrecipient Agreements to CDFA, such assignment or delegation to be effective only in the event of a default in Subrecipient's obligation to Grantee under the terms of the Subrecipient Agreements In such event, Grantee agrees to pay and shall pay all reasonable costs and expenses incurred by CDFA in the enforcement of the Subrecipient obligations or in curing any Event of Default thereunder.

8. GRANTEE FINANCIAL MANAGEMENT SYSTEM

8.1 Except where inconsistent with federal requirements, state procedures and practices will apply to funds disbursed by CDFA, and local procedures and practices will apply to funds disbursed by units of local government.

8.2 Cash Advances: Cash advances to Grantee shall be approved only to the extent necessary to satisfy the actual, immediate cash requirements of Grantee in carrying out the purpose of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by Grantee for direct program costs and the proportionate share of any allowable indirect costs. Cash advances made by Grantee to Subrecipient shall conform to the same standards of timing and amount as apply to advances to Grantee including the furnishing of reports of cash disbursements and balances.

8.3 Fiscal Control: Grantee must establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required non-federal expenditures. This responsibility applies to funds disbursed by Subrecipient and contractors as well as to funds disbursed in direct operations of Grantee. Grantee shall be required to maintain a financial management system which complies with 24 CFR 85.20 or such equivalent system as CDFA may require. Requests for payment shall be made according to CDFA's CDBG Implementation Guide.

9. PROCUREMENT

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Grantee and any Subrecipient procurement procedures shall be in accordance with state and local procurement practices and regulations, provided that procurements made with Grant Funds adhere, at a minimum, to the standards set forth in 2 CFR Part 200.318-326. Grantee shall not use debarred, suspended or ineligible contractors or Subrecipient's as provided in 24 CFR 570.489 (l).

10. REPORTS AND CLOSE OUT

10.1 Periodic progress reports which identify the status of Grant Activities performed, the outlook for completion of the remaining Grant Activities prior to the Completion Date, and the changes, if any which need to be made in the Project or Grant Activities, shall be submitted with each claim and by the 15th of the month in January and July via CDFA's Grants Management System (GMS).

10.2 Financial reports, including a statement detailing all Grant or Project Costs (as hereinafter defined) which have been incurred since the prior request for reimbursement, shall be submitted with each request for reimbursement and with the Closeout Report. Financial Reports shall be submitted on forms provided by CDFA.

10.3 Within thirty (30) days after the Completion Date, a Closeout Report shall be submitted which summarizes the results of the Grant Activities, showing in particular how the Grant Activities have been performed. The Closeout Report shall be in the form required or specified by CDFA.

10.4 The Audited Financial Reports shall be prepared in accordance with the regulations which implement OMB 2 CFR Part 200. A copy of the audited financial report shall be submitted within thirty (30) days of the completion of said report to CDFA.

10.5 Where the Grantee is not subject to the requirements of OMB 2 CFR Part 200, one of the following options will be chosen by CDFA:

10.5.1 Within ninety (90) days after the Completion or Termination Date a copy of an audited financial report shall be submitted to CDFA. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions" by the Comptroller General of the United States.

10.5.2 CDFA will conduct a financial Review-in-Lieu of Audit within ninety (90) days after the Completion Date of the Project.

10.6 Where the length of the grant period exceeds twenty-four (24) months, there shall be an interim audit performed and submitted.

10.7 Specific Subrecipient Reporting. Several performance measures and goals reporting will be required from the Grantee via the Subrecipients as outlined in the attached Subrecipient Agreements for the four Subrecipient organizations: HGC, SBDC and REDC.

11. RECORDS AND ACCOUNTS; ACCESS

11.1 During the performance of the Project Activities and for a period of three (3) years after the Completion Date or the date of the final audit approval by CDFA, whichever is later, the Grantee shall keep, and shall require any Subrecipient to keep, the following records and accounts:

11.1.1 Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.

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11.1.2 Fiscal Records: Books, records, documents and other statistical data evidencing, and permitting a determination to be made by CDFA of all Project Costs and other expenses incurred by the Grantee and all income received or collected by the Grantee, during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to CDFA, and which sufficiently and properly reflect all such costs and expenses, and shall include, without limitation, all ledgers, books, audits, records and original evidence of costs such as purchase requisitions and orders, invoices, vouchers, bills, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls and other records requested or required by CDFA.

11.1.3 Contractor and Subcontractor Records: The Grantee shall, and where applicable, Subrecipient shall, establish, maintain and preserve, and require each of its contractors and subcontractors to establish, maintain and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the CDFA may require. Such records shall be retained for a period of three (3) years following completion of the project and receipt of final payment by the Grantee, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.

12. TERMINATION; REMEDIES

12.1 Inability to Perform; Termination by Grantee: As a result of causes beyond its control, and notwithstanding the exercise of good faith and diligence in the performance of its obligations hereunder, if it shall become necessary for Grantee to terminate this Agreement, Grantee shall give CDFA fifteen (15) days advance written notice of such termination, in which event the Agreement shall terminate at the expiration of said fifteen (15) days.

12.2 Termination Without Default: In the event of termination without default and upon receipt, acceptance and approval by CDFA of the Termination Report, as referenced in the General Provisions, Grantee shall receive payment for all Project Costs incurred in the performance of Grant Activities completed up to and including the date of termination and for which payment had not previously been made including, but not limited to, all reasonable expenses incurred in the preparation of the Termination Report; provided, however, that in the event that any payments have been made hereunder in excess of Project Costs incurred up to and including the date of termination of the Agreement, CDFA shall offset any payments to be made hereunder against such payments, and if applicable, Grantee shall refund to CDFA the amount of any excess funds it retains after such offset.

12.3 Termination for Default: In the event of termination for default or other violation of Program requirements, CDFA shall, upon receipt, acceptance and approval of the Termination Report submitted by Grantee, pay Grantee for Project Costs incurred up to and including the date of termination (subject to off-set against funds paid to Grantee hereunder and to the refund of any excess funds); provided, however, that in such event the amount of such payment shall be determined solely by CDFA; and provided, further, that in no event shall the making of any such payments relieve Grantee of any liability for damages sustained or incurred by CDFA as a result of Grantee's breach of its obligations hereunder, or relieve Grantee of responsibility to seek return of Grant Funds from any Subrecipient or Beneficiary where applicable.

12.4 Limitation on Grantee Liability for Subgranted Funds: Notwithstanding anything in this Agreement to the contrary and absent the presence of fraud or negligence on the part of Grantee in enforcing its rights and obligations under the terms of any Subrecipient agreement, the sole obligation of Grantee with respect to the return of Grant Funds, in the event of default on a grant condition or other termination of

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the Project or event requiring return of Grant Funds, shall be to make a good faith effort to return to the State of New Hampshire all grant funds paid to Subrecipient through Grantee. Grantee shall make good faith efforts to enforce the legal obligations entered into with the Subrecipient as provided herein, to call upon the collateral held by itself or others, and exercise due diligence in its efforts in bringing about the satisfaction of the grant obligations and, having done so, it shall not be required to look to any other funds or its tax base to recoup grant funds not recovered from the Subrecipient.

12.5 Assignment to CDFA and Payment of Expenses and Costs. Grantee hereby agrees that, in the event it fails to enforce the provisions of any Subrecipient Agreement or fails to cure an Event of Default resulting in termination of this Agreement or the Project, Grantee shall, upon demand by CDFA, assign and convey to CDFA all or any of its rights, title and interest, or delegate to CDFA all or any of its obligations under the Subrecipient Agreement and any Mortgage, Promissory Note, Security Agreement or other agreement as applicable. Such delegation or assignment shall be effective only in the event of a default by Subrecipient or Beneficiary in its or their obligations under the Subrecipient Agreement or other agreement. In the event that CDFA assumes any of the obligations of Grantee as provided herein, Grantee shall pay all costs and expenses incurred by CDFA in the enforcement of the Subrecipient Agreement, collection upon any loan, mortgage or other security, or in curing any Event of Default.

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EXHIBIT C

PROJECT/PROGRAM ACTIVITY COSTS; METHOD AND TERMS OF PAYMENT

1. PROJECT COSTS; PAYMENT SCHEDULE; REVIEW BY CDFA.

1.1 Project/Program Activity Costs: As used in this Agreement, the term "Project/Program Activity Costs" shall mean all reimbursable costs incurred in performance of the Grant activities. "General Administrative Costs" shall mean all expenses directly or indirectly incurred by Grantee in the performance of the Project Activities, as determined by CDFA to be eligible and allowable for payment in accordance with allowable administrative project cost standards set forth in OMB 2 CFR 200 as revised from time to time, and with the rules, regulations and guidelines established by CDFA. General Administrative costs include but are not limited to: preparation of environmental review, record keeping, reporting, audits and oversight of Project construction and compliance with all federal, state and local laws, rules and regulations and this contract. In no event shall General Administrative Costs exceed fifteen (15) percent of the total Grant funds allowed. With respect to a non-profit subrecipient, such subrecipient shall meet the requirements of OMB 2 CFR 200.

1.2 Delivery Costs: As used in this Agreement, the term "Delivery Costs" shall mean all reimbursable costs incurred by a Subrecipient, as set forth in Attachment I, "Sources and Uses" in connection with a regional revolving loan fund that are directly related to the preparation and execution of loan documents and to the monitoring and administration of the loan provisions, and which are allowable by the New Hampshire Community Development Block Grant program rules.

1.3 Payment of Project/Program Activity Costs: Subject to the terms and conditions of this agreement, CDFA agrees to pay Grantee all Project/Program Activity Costs, provided, however, that in no event shall the total of all payments made by CDFA pursuant to this Agreement exceed the Grant Amount as set out in Paragraph 1.8 of the General Provisions, and provided further that all Project/Program Activity Costs shall have been incurred prior to the Completion Date, except for reasonable approved Project/Program Activity Costs incurred within 90 days after the Completion Date and in connection with closeout requirements as provided in CDFA's Implementation Guide.

1.4 Review by CDFA; Disallowance of Costs: At any time during the performance of the Project Activities, and upon receipt of the Progress Reports, Closeout Report or Audited Financial Report, CDFA may review all Project/Program Activity Costs incurred by Grantee or any Subrecipient and all payments made to date. Upon such review, CDFA shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform Grantee of any such disallowance. If CDFA disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, CDFA may deduct the amount of disallowed costs from any future payments under this Agreement or require that Grantee refund to CDFA the amount of the disallowed costs.

2. METHOD AND TERMS OF REIMBURSEMENT FOR PROJECT/PROGRAM ACTIVITY COSTS.

2.1 CDFA shall not disburse any funds for the purposes of this Project until such time as all agreements specified in Exhibit B and any other agreements or documents specified pursuant to this Agreement are fully executed and received, and where applicable, are reviewed and approved in writing by CDFA. Agreements and documents may include:

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2.1.1 A Subrecipient or Business & Employment Commitment Agreement, as applicable;

2.1.2 Copies of required certificates of insurance from all parties to this agreement;

2.1.3 Certified payrolls documenting employment and positions in all U.S. operations and facilities, (a) no earlier than the date of application, as approved by CDFA, or (b) the date of Governor and Council approval;

2.1.4 Any lease and loan documents, mortgages, liens, security instruments, municipal bonds, and similar agreements used in connection with the enforcement of beneficiary requirements, as well as any other related documents as requested by CDFA.

2.2 Timing of Payments. Upon thirty (30) days of the receipt, review, and approval by CDFA of financial reports and requests for reimbursement from Grantee specifying all Project Costs incurred, CDFA agrees to reimburse Grantee for Project Costs, except that reimbursement may be withheld until CDFA determines that a particular project activity or portion of the project activity hereunder has been satisfactorily completed.

2.3 Disbursement of funds by CDFA does not constitute acceptance of any item as an eligible Project Cost until all Project Costs have been audited and determined to be allowable costs.

3. REQUIRED DOCUMENTATION FOR DISBURSEMENT OF GRANT FUNDS.

3.1 Reimbursement requests for all Project Costs, including Administrative Project Costs, Delivery Costs and Subrecipient costs, shall be accompanied by proper supporting documentation in the amount of each requested disbursement along with a payment request form as supplied by CDFA, which shall be completed and signed by Grantee. Documentation may include invoices and receipts for supplies, equipment, services, contractual services and, where applicable, a report of salaries paid or to be paid.

4. LIMITATIONS ON USE OF FUNDS.

4.1 Grant funds are to be used in a manner consistent with the State of New Hampshire Community Development Block Grant Program as approved by the U.S. Department of Housing and Urban Development.

4.2 Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR 85.

4.3 Grant funds may not, without advance written approval by CDFA, be obligated prior to the Effective Date or subsequent to the Completion Date of the grant period. Obligations outstanding as of the Completion Date shall be liquidated within ninety (90) days. Such obligations must be related to goods or services provided during the grant period, except that reasonable costs associated solely with grant closeout, (e.g., audits, final reports) may be incurred within ninety (90) days after the Completion Date. The funding assistance authorized hereunder shall not be obligated or utilized for any activities requiring a release of funds under the Environmental Review Procedure for the Community Development Block Grant Program at 24 CFR Part 58, until such release is issued in writing by CDFA.

4.4 Changes In Funding Project Activities: Grantee may submit a written request for the authority to transfer up to ten (10) percent of the full value of the grant from one approved activity to another listed in Exhibit B herein or from an approved activity within the approved project area to an approved activity located outside the project area and the Director of CDFA may approve the

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requested transfer.

4.5 Transfers over ten percent of the full value of the grant from one approved activity to other approved activities or outside the target area, or the addition of one or more new activities requires an amendment to this grant agreement. Grantee shall hold a public hearing in accordance with RSA 4: C: 14 II (b) submitting a request for an amendment involving twenty-five (25) percent or more of the full value of the grant.

4.6 Up to $37,365 of Grant Funds may be applied by the Grantee for administrative costs in carrying out the requirements of this Agreement.

4.7 Up to $417,500 of grant funds may be subgranted to Subrecipient for the purpose of providing training and technical assistance to microenterprises and for startup costs as described herein pursuant to the requirements of this Agreement.

5. PERFORMANCE OF SERVICES BY GRANTEE PRIOR TO EFFECTIVE DATE; PAYMENT BY CDFA.

Any Grant Activities performed by Grantee with non-CDBG funds prior to the Effective Date shall be performed at the sole risk of Grantee, and in the event that this Agreement shall not become effective, CDFA shall be under no obligation to pay Grantee for any costs incurred in connection with any Grant Activities, or to otherwise pay for any Activities performed during such period.

6. PROGRAM INCOME.

6.1 Program Income: All program income earned during the term of this Agreement shall be retained by Grantee or, in projects involving the administration of a revolving loan fund by the Subrecipient.

6.2 When Used for Project Activities: When program income becomes available, Grantee and, where applicable, Subrecipient shall use it for Grant Activities contained in the Project Description before drawing down additional funds unless the program income is deposited in a revolving loan account with prior approval by CDFA.

6.3 When Used for Eligible Activities: After completion of the Grant Activities specified in this Agreement, Grantee and, where applicable, Subrecipient shall use program income only for eligible activities which benefit primarily people from low- and moderate-income families, with prior approval by CDFA as specified in the Closeout Agreement between CDFA and Grantee and, where applicable, Subrecipient.

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ATTACHMENT I

SOURCES AND USES BUDGET
CHESHIRE COUNTY MICROENTERPRISE
Community Development Block Grant Program

Sub Recipient	Total Award	# of beneficiaries
Hannah Grimes Center	$174,955	65
SBDC-Pathways to Work	$129,955	47
REDC	$149,955	55

Administration breakdown – Cheshire County – included in the total award above.

Category	Cost	# of applications	Total
Grant Administrator	$6,750	3	$20,250
Grant Writing Fee	$2,000	3	$6,000
Legal	$ 300	3	$ 900
De Minimus Fees	$3,405	3	$10,215
Total	**$12,455**	**3**	**$37,365**

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ATTACHMENT II-A

SUBRECIPIENT AGREEMENT
MINIMUM TERMS AND CONDITIONS

The County of Cheshire ("Grantee") hereby warrants and agrees that the Subrecipient Agreement with the Hannah Grimes Center, Inc. (HGC) ("Subrecipient") to be executed in conformance with the requirements of Exhibit A of the Grant Agreement shall be subject to approval by CDFA. The Subrecipient Agreement shall incorporate the entire Grant Agreement and shall include it as an attachment, and shall contain at a minimum the following terms and conditions:

1. REPRESENTATION AND WARRANTIES.

Hannah Grimes Center, Inc. (HGC) ("Subrecipient") shall represent and warrant:

1.1 Subrecipient is a duly organized and validly existing New Hampshire nonprofit corporation in good standing under the laws of this State. Subrecipient has the power and authority to undertake the grant activities as provided in the Grant Agreement. Subrecipient has the power and authority to own its properties, to conduct business as it is now being conducted, has the power to execute and deliver and perform its obligation under the Subrecipient Agreement and all other documents as applicable to this grant agreement.

1.2 The Subrecipient Agreement is the legal, valid and binding obligation of Subrecipient enforceable against Subrecipient, in accordance with each document's respective terms.

1.3 Subrecipient has complied in all material respects with all applicable federal, state and local laws, statutes, rules and regulations pertaining to the grant activities.

1.4 No application, exhibit, schedule, report or other written information provided by Subrecipient or its agents in connection with the grant application knowingly contained, when made, any material misstatement of fact or knowingly omitted to state any material fact necessary to make the statements contained therein not misleading, in light of the circumstances under which they were made.

2. PROJECT DESCRIPTION AND SUBGRANT ACTIVITIES.

2.1 Project Description:

This project shall consist of the awarding of $174,955 in Community Development Block Grant (CDBG) funds to the Grantee. The Grantee will retain $12,455 of the grant for administrative costs associated with management of the grant and subgrant $162,500 to the Subrecipient via this Subrecipient Agreement.

The Subrecipient's commitment is to increase the income and economic stability of microenterprises, by helping them to access capital, business training and expanded market opportunities. Subgranted funds will be used by the Subrecipient to provide training and technical assistance programs to a minimum of 65 low- and moderate-income entrepreneurs in Cheshire County, with 100% of persons served being of low- and moderate-income status. Loans to credit worthy participating businesses will be made by the Monadnock Economic Development Corporation.

The activities to be funded pursuant to this Subrecipient Agreement shall be limited to reimbursement of a pro-rata cost of $2500 for each low- and moderate-income beneficiary enrolled in the training and technical assistance programs. An additional $2500 may be provided to Monadnock Economic Development Corporation for loan processing costs for credit-worthy businesses enrolled in HGC's training and technical assistance programs.

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3. SUBRECIPIENT REQUIREMENTS:

3.1 Performance Requirements. The Grantee shall enter into an agreement with Subrecipient in order to satisfy project purpose, which is the training and technical assistance for 65 beneficiaries, of which one-hundred percent (100%) will be low- and moderate-income persons, as set forth in Exhibit A.

3.2 Security. Not Applicable to this Award.

3.3 Compliance with Laws. Subrecipient shall comply with all applicable federal, state, and local laws, statutes, executive orders and rules as they relate to the application, acceptance and use of funds for this project, including, but not limited to, the requirements as specified in the Grant Agreement.

3.4 Disbursement of Grant Funds: Upon compliance with, and subject to the provisions of this Agreement and provided there shall exist no Event of Default under this Agreement, the Grant Agreement or any other agreements, in connection with the Project, and no condition or event which, with the giving of notice or lapse of time would constitute such an Event of Default, the Grantee shall, upon submittal of written requests for payment accompanied by invoices and other documentation or supporting documents as required by the Grantee, make disbursements of grant funds. Disbursement of grant funds shall be in accordance with the terms of the Grant Agreement, including Exhibit B.

Disbursement of funds by the Grantee does not constitute acceptance by the Grantee or CDFA of any item as an eligible Project cost until all Project costs have been audited and determined to be allowable costs. Upon the expiration of the Grant Agreement, or other termination of the project, Subrecipient shall transfer to the Grantee any Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

4. MICROENTERPRISE ASSISTANCE LIMITATIONS:

Under HUD guidelines, specific to microenterprise assistance, microenterprise beneficiaries are limited to CDBG funding for a period of three (3) years. To determine compliance, the eligibility of microenterprise beneficiaries shall be reviewed and tracked; eligibility is based upon the date of their initial enrollment in programs. Enrollment is not required to be consecutive. Reassessment of Low to Moderate income status is required if a Family Income Verification form is older than 3 years. New beneficiaries are those enrolled at any time on or after July 1, 2020, or upon Governor and Council approval, through the grant period end date as outlined in Section 1.7 of the General Provisions.

5. REPORTING REQUIREMENTS: ANNUAL, SEMI-ANNUAL AND CLOSEOUT AGREEMENTS.

5.1 Semi Annual reports shall be submitted to the Grantee no later than July 10, for the period of January 1 through June 30 and no later than January 10, for the period of July 1 through December 31 of each year. Grantee shall submit these reports to CDFA by July 15 and January 15. The reporting period shall begin on July 1, 2020 and end on the Completion Date specified in Section 1.7 of the General Provisions of the contract between the Grantee and CDFA.

5.2 Subrecipient Reporting to Grantee. The Subrecipient, in compliance with this Subrecipient Agreement, is required to submit training and technical assistance applicant information to the Grantee and CDFA as set forth in Section 6.

5.3 Closeout Agreement. Subrecipient shall enter into a Closeout Agreement with the Grantee and CDFA, which shall specify the reporting and other requirements applicable to the closing out of this Project.

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5.4 Annual Subrecipient Financial Reporting. Subrecipient shall submit to the Grantee and to CDFA its annual audited financial statements, within 90 days of its fiscal year end.

5.6 All Reporting shall be submitted via CDFA's Grants Management System (GMS).

6. INITIAL SUBRECIPIENT DOCUMENTATION AND SPECIFIC REPORTING REQUIREMENTS:

6.1 In order to determine beneficiary eligibility and to comply with HUD's beneficiary enrollment limit of three years (described in Section 4), at the start of the program year, Subrecipient shall prepare a baseline report that includes a complete list of existing beneficiary microenterprises enrolled in that Subrecipient's training and technical assistance programs as of June 30, 2020, using the Microenterprise Beneficiary Tracking sheet, as set forth in Attachment III-B. Data for the baseline report shall include information regarding each beneficiary, as set forth in the Family Income Verification Forms (FIVF), provided on Attachment III; the Beneficiary Outcomes Report, as set forth in Attachment IV; the Subrecipient's beneficiary intake form; and other relevant sources.

6.2 On a quarterly basis, Subrecipient shall submit a claim request for all beneficiaries served in the previous quarter, at a rate of $2500 per qualifying beneficiary. Each quarterly claim shall include a completed Microenterprise Beneficiary Tracking sheet with information regarding each beneficiary served during that quarter, as set forth in Attachment III-B. The tracking sheet will be used to record beneficiary information for each calendar quarter of the program year (July – September, October – December, January – March, and April – June). Subrecipient shall use and submit the CDFA-provided Microsoft Excel version of the Beneficiary Tracking Sheet and no other version.

6.3 At the end of the program year, Subrecipient shall prepare a final report which includes the Microenterprise Beneficiary Tracking Sheet for the entire program year, as well as the following information for each beneficiary:

(a) Subrecipient's Beneficiary Intake Form;
(b) FIVF, signed by all participants; the FIVF documents family income status and the designation of beneficiary minority or protected class status;
(c) Income changes as well as notable successes for its beneficiaries as a result of their participation in Subrecipient's programs; and
(d A list of beneficiaries that received loans during the program year.

6.4 All documentation shall be submitted via CDFA's Grants Management System (GMS).

6.5 Subrecipient shall only request CDBG reimbursement for LMI beneficiaries on a pro-rata basis at a rate of $2500 for each beneficiary.

6.6 All documentation shall be submitted via CDFA's Grants Management System (GMS).

7. TRAINING AND JOB CREATION/RETENTION BENEFIT TO PERSONS FROM LOW- AND MODERATE-INCOME HOUSEHOLDS:

The general purpose of the project is to principally benefit Low- and Moderate-Income persons as that term is defined in 24 CFR 570.483 and CDFA's Implementation Guide.

The Grantee and Subrecipient agree that the primary purpose of the Project is to provide training and

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technical assistance to at least sixty-five (65) microenterprise beneficiaries. Of the sixty-five (65) beneficiaries served, one-hundred percent (100%) shall be filled by persons from low- and moderate-income households, using the income limits as described above, and as provided in Attachment III, "Family Income Verification Form". Subrecipient agrees to maintain and provide documentation that it has complied with the Income limits requirement using Income Verification Forms provided by the Grantee.

8. GRANT OF FUNDS/MATCHING FUNDS:

Subrecipient shall use the Grant funds subgranted to it solely for the purposes described herein and consistent with the required terms and conditions of the Grant Agreement and Subrecipient Agreement.

8.1 There is no match requirement in connection with this agreement.

9. SCHEDULE AND GRANT COMPLETION:

9.1 Implementation Schedule: The Grantee and Subrecipient have agreed to an Implementation Schedule, which will provide for the completion of all grant activities, prior to the Grant Completion Date. A schedule of major milestones shall be provided within the Subrecipient Agreement, and shall serve as a basis for enforcement of the Agreement.

9.2 Grant Completion Date: All work shall be completed prior to the Grant Completion Date as outlined in Section 1.7 of the General Provisions. All employment commitments shall be accomplished by that date. This date may be extended only with the permission of the Grantee, CDFA, and the Governor and Council.

9.3 Project Delays. Should the Project encounter delays relating to financing, construction or other events that may affect the Subrecipient' ability to serve the number of beneficiaries identified in Section 7 within the specified Grant Completion Date, the Subrecipient and Grantee shall submit a written request for a time extension to CDFA, describing the reason for delay. Grant completion time extension requests shall then be forwarded to Governor and Council for final approval.

10. INSURANCE AND TAXES

10.1 Subrecipient's Liability Insurance: Subrecipient shall, at its sole expense, obtain and maintain in force insurance in such amounts and covering such risks as are customary for entities engaged in the same or similar business to include, where applicable, comprehensive general liability covering any property development/construction activities and landlord insurance and workers compensation insurance. At a minimum, this shall include insurance against all claims of bodily injury or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate and as further set forth in the General Provisions.

All policies shall name the Grantee and CDFA as additional insureds. Subrecipient shall provide the Grantee with certificates of insurance satisfactory to the Grantee, which evidences compliance with this Section.

10.2 Insurance Standards: The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. All policies shall be on an "occurrence" basis. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than thirty (30) days after written notice thereof has been received by the Grantee and CDFA.

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10.3 Taxes. If applicable, Subrecipient shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which is the responsibility of the Subrecipient. Any alternative arrangements will require the approval of CDFA, whose consideration will not be unreasonably withheld.

11. ACCOUNTING, AUDIT, AND RECORD KEEPING REQUIREMENTS.

11.1 Accounting Records. Subrecipient shall keep all Project-related accounts and records, which fully disclose the amount and disposition by Subrecipient of the grant funds, the total cost of the Project, and the amount and nature of any portion of the Project cost supplied by other sources, and such other financial records pertinent to the Project. Accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984. Records to be maintained shall include Project fiscal records consisting of all books, documents, ledgers, systems and expenses incurred, including, but not limited to, purchase, requisitions, orders, invoices, vouchers, bills and receipts, inventories, and all lien documents.

11.2 Time Period. All of the records, documents, and data described above and all income verification information shall be kept during the performance of the project, and for three (3) years after its completion or until the satisfactory completion of an audit, whichever is later.

11.3 Availability of Records. Subrecipient shall make available to the Grantee, CDFA, and HUD or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of Subrecipient pertinent to this Agreement.

12. INDEMNIFICATION.

Subrecipient shall defend, indemnify and hold harmless the Grantee, the State of New Hampshire, and the CDFA, their officers and employees, from and against any and all losses suffered by the Grantee, the State, or CDFA, their officers or employees, and any and all claims, liabilities or penalties asserted against the Grantee, the State or CDFA, their officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of or claimed to Subrecipient out of the acts or omissions of Subrecipient .

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State or the Grantee, which immunity is hereby reserved to the State and the Grantee. This covenant shall survive the termination or expiration of this Agreement.

13. MAINTENANCE OF CORPORATE EXISTENCE.

13.1 Corporate Existence. Subrecipient shall both preserve and maintain the legal existence and good standing of its nonprofit corporation status and its registration in New Hampshire as required to do business.

13.2 Scope of Mission. Subrecipient and Grantee agree that the Subrecipient's Articles of Incorporation and Corporate Bylaws ("Bylaws") as submitted with the Project application and incorporated herein by reference, provide an adequate administrative mechanism for assuring the Subrecipient's mission of providing training and technical assistance opportunities for low- and moderate-income persons, during the Grant Period, as required pursuant to this agreement.

14. EVENTS OF DEFAULT.

The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

(a) Any Event of Default by Subrecipient under the Grant Agreement, and related documents including, but not limited to, the failure of the Subrecipient to accomplish the required training and

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technical assistance benefit to low- and moderate-income persons;

(b) The Subrecipient's failure to comply with the reporting requirements as specified herein;

(c) Subrecipient attempts to assign its rights under this Agreement or any advance made or to be made hereunder or any interest therein, without the prior written consent of the Grantee;

(d) Any representation or warranty made herein or in any report, certification, or other instrument furnished in connection with this Agreement or any advances of Grant funds made hereunder, by or in behalf of Subrecipient, shall prove to be false or misleading in any material respect;

(e) Any mechanics', laborers', materialmen's or similar statutory liens, or any notice thereof, shall be filed against the Property and/or the Project and shall not be discharged within thirty (30) days of such filing;

(f) Subrecipient shall default in the due observance or performance of any covenant, condition, assurance or agreement to be observed or performed by Subrecipient under this Agreement;

(g) Subrecipient shall (i) apply for or consent to the appointment of a receiver, trustee, or liquidator of it or any of its property, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent or (v) file a voluntary petition in bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law;

(h) A petition, order, judgment, or decree shall be entered, without the application, approval or consent of Subrecipient by any court of competent jurisdiction, approving a petition seeking reorganization or approving the appointment of a receiver, trustee or liquidator of Subrecipient of all or a substantial part of its assets, and such order judgment or decree shall continue unstayed and in effect for any period of thirty (30) days;

(i) The dissolution, termination of existence, merger or consolidation of Subrecipient or a sale of assets of Subrecipient out of the ordinary course of business without the prior written consent of the Grantee and CDFA; and

(j) Failure to remedy an ineligible expenditure of grant funds or to reimburse the Grantee for any ineligible costs, which are paid from grant funds.

(k) In the event that the Subrecipient fails to serve the minimum number of Low- and Moderate-Income beneficiaries, as provided in this Agreement, then the Subrecipient shall confer forthwith with the Grantee and CDFA to develop a mutually acceptable plan pursuant to which it will rectify any reporting shortfalls and maintain the required minimums. In such event, the Subrecipient shall also provide Grantee with monthly updates containing information in a form reasonably satisfactory to the Grantee, in order for the Grantee and Subrecipient to determine whether it is in compliance with such plan and its obligations as provided herein. Said monthly reports to continue until the beneficiary commitments are achieved.

(l) The continued failure of the Subrecipient to achieve its beneficiary commitments as required herein for ninety (90) days following the date specified for such requirement shall constitute an event of default, which may give.rise to any of the remedies available to the Grantee, as set forth therein.

15. GRANTEE'S RIGHTS AND REMEDIES UPON DEFAULT.

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15.1 Remedies upon Default: Upon the occurrence of any Event of Default, the Grantee may take any one, or more, or all, of the actions described below. Prior to taking any of the following actions, the Grantee will give Subrecipient a written notice of default specifying the Event of Default and requiring it to be remedied within thirty (30) days from the date of notice. The following actions may be taken only if Subrecipient has not remedied the Event of Default in a timely manner.

(a) Terminate this Agreement, effective immediately upon giving notice of termination;

(b) Suspend all payment of grant funds to be made pursuant to this Agreement until such time as the Grantee determines the Event of Default has been cured;

(c) Set off against any other obligations the Grantee may owe to Subrecipient for any damages the Grantee may suffer by reason of any Event of Default;

(d) Treat the Agreement as breached and pursue any of its remedies at law or in equity or both;

(e) Foreclose under any available security instrument created under this agreement; and

(f) Assume the right to seek full reimbursement of CDBG funds from the Subrecipient and the right to call on any collateral pledged under the loan with the Subrecipient.

15.2 Judicial Enforcement: Subrecipient agrees that the Grantee and CDFA have a right to seek judicial enforcement with regard to any matter arising with respect to this Agreement, to include the assurances, covenants and other conditions, which extend beyond the completion date under this Agreement.

15.3 Disposition of Funds. Where the Grant Agreement or Subrecipient Agreement is terminated or the Project is otherwise terminated due to a default, inability to perform or reasons other than project completion, Grant funds are required to be returned. The disposition of Grant Funds to be returned shall be determined solely by CDFA.

16. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Subrecipient represents and warrants:

(a) Subrecipient will obtain all necessary approvals and all necessary permits for the operation of its business from all governmental authorities having jurisdiction.

(b) No litigation, claims, suits, orders, investigations or proceedings are pending or threatened against Subrecipient or affecting the Property or the Project at law or in equity or before or by any federal, state, municipal or other governmental instrumentality; there are no arbitration proceedings pending under collective bargaining agreements or otherwise; and to the knowledge of Subrecipient, there is no basis for any of the foregoing. Any exceptions to this section shall be explained in an Exhibit, attached to this agreement.

(c) Subrecipient has filed all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state or local taxes, charges and assessments, if applicable.

(d) The execution and delivery and performance by Subrecipient of its obligations under this Agreement have been duly authorized by all requisite corporate action and will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which Subrecipient is a party, or by which it is bound, or be in

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conflict with, result in a breach of, or constitute a default under, or except as may be provided in this Agreement, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subrecipient pursuant to any such indenture, agreement or instrument. Subrecipient is not required to obtain any consent, approval or authorization from, or to file any declaration or statement with, any governmental instrumentality or other agency in connection with or as a condition to the execution, delivery or performance of this Agreement and all other related documents.

(e) Subrecipient is not contemplating either the filing of a petition under any state or federal bankruptcy or insolvency laws or the liquidating of all or a major portion of its properties, and has no knowledge of any person contemplating the filing of any such petition against it.

(f) No statement of fact made by or on behalf of Subrecipient in any of the agreement or related documents or in any certificate, exhibit or schedule furnished to the Grantee pursuant thereto, contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading. There is no fact or circumstance presently known to Subrecipient that has not been disclosed to the Grantee that materially affects adversely, nor as far as Subrecipient can foresee, will materially affect adversely Subrecipient, operations or considerations (financial or otherwise) of Subrecipient.

(g) No Event of Default has occurred and is continuing under this Agreement and no event or condition which would, upon notice of expiration of any applicable cure, constitute an Event of Default has occurred and is continuing; Subrecipient is not in default under any note or other evidence of indebtedness or other obligation for borrowed money or any mortgage, deed to trust, indenture, lease agreement or other agreement relating thereto. Any exceptions to this section shall be explained in an Exhibit, attached to this agreement.

Subrecipient warrants that each of the foregoing representations and warranties is true and correct as of the date of this Agreement and Subrecipient shall indemnify and hold harmless the Grantee, the State and CDFA from and against any loss, damage, or liability attributable to the breach thereof, including any and all fees and expenses incurred in the defense or settlement of any claim arising therefrom against the Grantee, State or CDFA.

13. MISCELLANEOUS PROVISIONS.

13.1 Compliance with Laws: Subrecipient shall comply with all applicable federal, state and local laws, statutes, regulation, executive orders and rules as they relate to the application, acceptance and use of funds for this project, including, but not limited to, the requirements as specified in the Grant Agreement.

13.2 Compliance with OMB 2 Part 200: Subrecipient acknowledges that it shall meet the requirements of OMB 2 Part 200, to ensure compliance with Administrative Cost Standards.

13.3 No assignment. Subrecipient shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Grantee and CDFA, and any attempted assignment or transfer shall be ineffective, null, void, and of no effect.

13.4 Amendments. No amendment or modification of any provision of this Agreement shall be effective unless it is in writing and executed by both parties and approved by CDFA.

13.5 Maintenance of Project. Subrecipient shall maintain, keep, and preserve in good working order and condition all of its property and assets necessary or useful in the proper conduct of its business and operation of the Project. This shall include all property improvements made as a result of this Project, if applicable.

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13.6 Governing Law: The Subrecipient Agreement shall be governed by and construed in accordance with laws of the State of New Hampshire.

13.7 Publicity and Signage.

13.7.1 Public Relations: The Subrecipient shall grant CDFA the right to use the Subrecipient's name, likeness, and logo in any public relations or publicity efforts. This shall include, but not be limited to, press releases, media interviews, website, publications, brochures, etc. CDFA's publicity efforts may also include details about Grantee's project, contract, or other publically available information.

13.7.2 Reciprocal Publicity: The Subrecipient also shall acknowledge CDFA appropriately in all organizational and public forums as to the support, financial and otherwise, that has been provided to the project. This recognition shall include, but not be limited to, print/electronic media, publications, interviews, brochures, website, etc.

13.7.3 Project Signage. For construction/renovation projects – CDFA logo must be included in signage at the job worksite. CDFA logo may not be any smaller that 50% of the size of the largest logo displayed. This requirement can be waived if no other partner/entity requires worksite signage and creating signage solely for CDFA poses a hardship. Alternative – If none of these are applicable/feasible, an alternative display of the CDFA logo or public recognition must be approved by CDFA.

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ATTACHMENT II-B

SUBRECIPIENT AGREEMENT
MINIMUM TERMS AND CONDITIONS

The County of Cheshire ("Grantee") hereby warrants and agrees that the Subrecipient Agreement with the University of New Hampshire (New Hampshire Small Business Development Center/Pathways to Work Program) (SBDC) ("Subrecipient") to be executed in conformance with the requirements of Exhibit A of the Grant Agreement shall be subject to approval by CDFA. The Subrecipient Agreement shall incorporate the entire Grant Agreement and shall include it as an attachment, and shall contain at a minimum the following terms and conditions:

1. REPRESENTATION AND WARRANTIES.

University of New Hampshire (New Hampshire Small Business Development Center/Pathways to Work Program) (SBDC) ("Subrecipient") shall represent and warrant:

1.1 Subrecipient is a duly organized and validly existing New Hampshire nonprofit corporation in good standing under the laws of this State. Subrecipient has the power and authority to undertake the grant activities as provided in the Grant Agreement. Subrecipient has the power and authority to own its properties, to conduct business as it is now being conducted, has the power to execute and deliver and perform its obligation under the Subrecipient Agreement and all other documents as applicable to this grant agreement.

1.2 The Subrecipient Agreement is the legal, valid and binding obligation of Subrecipient enforceable against Subrecipient, in accordance with each document's respective terms.

1.3 Subrecipient has complied in all material respects with all applicable federal, state and local laws, statutes, rules and regulations pertaining to the grant activities.

1.4 No application, exhibit, schedule, report or other written information provided by Subrecipient or its agents in connection with the grant application knowingly contained, when made, any material misstatement of fact or knowingly omitted to state any material fact necessary to make the statements contained therein not misleading, in light of the circumstances under which they were made.

2. PROJECT DESCRIPTION AND SUBGRANT ACTIVITIES.

2.1 Project Description.

This project shall consist of the awarding of $129,955 in Community Development Block Grant (CDBG) funds to the Grantee. The Grantee will retain $12,455 of the grant for administrative costs associated with management of the grant and subgrant $117,500 to the Subrecipient via this Subrecipient Agreement.

The Subrecipient's commitment is to increase the income and economic stability of microenterprises, by helping them to access capital, business training and expanded market opportunities. Subgranted funds will be used by the Subrecipient to provide training and technical assistance programs to a minimum of 47 low- and moderate-income entrepreneurs statewide, with 100% of persons served being of low- and moderate-income status. Loans to credit worthy participating businesses will be made by partnering organizations.

The activities to be funded pursuant to this Subrecipient Agreement shall be limited to reimbursement of a pro-rata cost of $2500 for each low- and moderate-income beneficiary enrolled in the training and technical assistance programs and/or for loan processing costs per beneficiary.

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3. SUBRECIPIENT REQUIREMENTS:

3.1 Performance Requirements. The Grantee shall enter into an agreement with Subrecipient in order to satisfy project purpose, which is the training and technical assistance for 47 beneficiaries, of which one-hundred percent (100%) will be low- and moderate-income persons, as set forth in Exhibit A.

3.2 Security. Not Applicable to this Award.

3.3 Compliance with Laws. Subrecipient shall comply with all applicable federal, state, and local laws, statutes, executive orders and rules as they relate to the application, acceptance and use of funds for this project, including, but not limited to, the requirements as specified in the Grant Agreement.

3.4 Disbursement of Grant Funds. Upon compliance with, and subject to the provisions of this Agreement and provided there shall exist no Event of Default under this Agreement, the Grant Agreement or any other agreements, in connection with the Project, and no condition or event which, with the giving of notice or lapse of time would constitute such an Event of Default, the Grantee shall, upon submittal of written requests for payment accompanied by invoices and other documentation or supporting documents as required by the Grantee, make disbursements of grant funds. Disbursement of grant funds shall be in accordance with the terms of the Grant Agreement, including Exhibit B.

Disbursement of funds by the Grantee does not constitute acceptance by the Grantee or CDFA of any item as an eligible Project cost until all Project costs have been audited and determined to be allowable costs. Upon the expiration of the Grant Agreement, or other termination of the project, Subrecipient shall transfer to the Grantee any Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

4. MICROENTERPRISE ASSISTANCE LIMITATIONS:

Under HUD guidelines, specific to microenterprise assistance, microenterprise beneficiaries are limited to CDBG funding for a period of three (3) years. To determine compliance, the eligibility of microenterprise beneficiaries shall be reviewed and tracked; eligibility is based upon the date of their initial enrollment in programs. Enrollment is not required to be consecutive. Reassessment of Low to Moderate income status is required if a Family Income Verification form is older than 3 years. New beneficiaries are those enrolled at any time on or after July 1, 2020, or upon Governor and Council approval, through the grant period end date as outlined in Section 1.7 of the General Provisions.

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5.1 Semi Annual reports shall be submitted to the Grantee no later than July 10, for the period of January 1 through June 30 and no later than January 10, for the period of July 1 through December 31 of each year. Grantee shall submit these reports to CDFA by July 15 and January 15. The reporting period shall begin on July 1, 2020 and end on the Completion Date specified in Section 1.7 of the General Provisions of the contract between the Grantee and CDFA.

5.2 Subrecipient Reporting to Grantee. The Subrecipient, in compliance with this Subrecipient Agreement, is required to submit training and technical assistance applicant information to the Grantee and CDFA as set forth in Section 6.

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5.3 Closeout Agreement. Subrecipient shall enter into a Closeout Agreement with the Grantee and CDFA, which shall specify the reporting and other requirements applicable to the closing out of this Project.

5.4 Annual Subrecipient Financial Reporting. Subrecipient shall submit to the Grantee and to CDFA its annual audited financial statements, within 90 days of its fiscal year end.

5.6 All Reporting shall be submitted via CDFA's Grants Management System (GMS).

6. INITIAL SUBRECIPIENT DOCUMENTATION AND SPECIFIC REPORTING REQUIREMENTS.

6.1 In order to determine beneficiary eligibility and to comply with HUD's beneficiary enrollment limit of three years (described in Section 4), at the start of the program year, Subrecipient shall prepare a baseline report that includes a complete list of existing beneficiary microenterprises enrolled in that Subrecipient's training and technical assistance programs as of June 30, 2020, using the Microenterprise Beneficiary Tracking sheet, as set forth in Attachment III-B. Data for the baseline report shall include information regarding each beneficiary, as set forth in the Family Income Verification Forms (FIVF), provided on Attachment III; the Beneficiary Outcomes Report, as set forth in Attachment IV; the Subrecipient's beneficiary intake form; and other relevant sources.

6.2 On a quarterly basis, Subrecipient shall submit a claim request for all beneficiaries served in the previous quarter, at a rate of $2500 per qualifying beneficiary. Each quarterly claim shall include a completed Microenterprise Beneficiary Tracking sheet with information regarding each beneficiary served during that quarter, as set forth in Attachment III-B. The tracking sheet will be used to record beneficiary information for each calendar quarter of the program year (July – September, October – December, January – March, and April – June). Subrecipient shall use and submit the CDFA-provided Microsoft Excel version of the Beneficiary Tracking Sheet and no other version.

6.3 At the end of the program year, Subrecipient shall prepare a final report which includes the Microenterprise Beneficiary Tracking Sheet for the entire program year, as well as the following information for each beneficiary:

(a) Subrecipient's Beneficiary Intake Form;
(b) FIVF, signed by all participants; the FIVF documents family income status and the designation of beneficiary minority or protected class status;
(c) Income changes as well as notable successes for its beneficiaries as a result of their participation in Subrecipient's programs; and
(d A list of beneficiaries that received loans during the program year.

6.4 All documentation shall be submitted via CDFA's Grants Management System (GMS).

6.5 Subrecipient shall only request CDBG reimbursement for LMI beneficiaries on a pro-rata basis at a rate of $2500 for each beneficiary.

6.6 All documentation shall be submitted via CDFA's Grants Management System (GMS).

7. TRAINING AND JOB CREATION/RETENTION BENEFIT TO PERSONS FROM LOW- AND MODERATE-INCOME HOUSEHOLDS.

The general purpose of the project is to principally benefit Low- and Moderate-Income persons as that term is defined in 24 CFR 570.483 and CDFA's Implementation Guide.

The Grantee and Subrecipient agree that the primary purpose of the Project is to provide training and technical assistance to at least forty-seven (47) microenterprise beneficiaries. Of the forty-seven (47)

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beneficiaries served, one-hundred percent (100%) shall be filled by persons from low- and moderate-income households, using the income limits as described above, and as provided in Attachment III, "Family Income Verification Form". Subrecipient agrees to maintain and provide documentation that it has complied with the income limits requirement using Income Verification Forms provided by the Grantee.

8. GRANT OF FUNDS/MATCHING FUNDS.

Subrecipient shall use the Grant funds subgranted to it solely for the purposes described herein and consistent with the required terms and conditions of the Grant Agreement and Subrecipient Agreement.

8.1 There is no match requirement in connection with this agreement.

9. SCHEDULE AND GRANT COMPLETION.

9.1 Implementation Schedule. The Grantee and Subrecipient have agreed to an Implementation Schedule, which will provide for the completion of all grant activities, prior to the Grant Completion Date. A schedule of major milestones shall be provided within the Subrecipient Agreement, and shall serve as a basis for enforcement of the Agreement.

9.2 Grant Completion Date. All work shall be completed prior to the Grant Completion Date as outlined in Section 1.7 of the General Provisions. All employment commitments shall be accomplished by that date. This date may be extended only with the permission of the Grantee, CDFA, and the Governor and Council.

9.3 Project Delays. Should the Project encounter delays relating to financing, construction or other events that may affect the Subrecipient' ability to serve the number of beneficiaries identified in Section 7 within the specified Grant Completion Date, the Subrecipient and Grantee shall submit a written request for a time extension to CDFA, describing the reason for delay. Grant completion time extension requests shall then be forwarded to Governor and Council for final approval.

10. INSURANCE AND TAXES

10.1 Subrecipient's Liability Insurance. Subrecipient shall, at its sole expense, obtain and maintain in force insurance in such amounts and covering such risks as are customary for entities engaged in the same or similar business to include, where applicable, comprehensive general liability covering any property development/construction activities and landlord insurance and workers compensation insurance. At a minimum, this shall include insurance against all claims of bodily injury or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate and as further set forth in the General Provisions.

All policies shall name the Grantee and CDFA as additional insureds. Subrecipient shall provide the Grantee with certificates of insurance satisfactory to the Grantee, which evidences compliance with this Section.

10.2 Insurance Standards. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. All policies shall be on an "occurrence" basis. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than thirty (30) days after written notice thereof has been received by the Grantee and CDFA.

10.3 Taxes. If applicable, Subrecipient shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which is the responsibility of the Subrecipient. Any alternative arrangements will require the approval of CDFA, whose consideration will not be unreasonably withheld.

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11. ACCOUNTING, AUDIT, AND RECORD KEEPING REQUIREMENTS.

11.1 Accounting Records. Subrecipient shall keep all Project-related accounts and records, which fully disclose the amount and disposition by Subrecipient of the grant funds, the total cost of the Project, and the amount and nature of any portion of the Project cost supplied by other sources, and such other financial records pertinent to the Project. Accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984. Records to be maintained shall include Project fiscal records consisting of all books, documents, ledgers, systems and expenses incurred, including, but not limited to, purchase, requisitions, orders, invoices, vouchers, bills and receipts, inventories, and all lien documents.

11.2 Time Period. All of the records, documents, and data described above and all income verification information shall be kept during the performance of the project, and for three (3) years after its completion or until the satisfactory completion of an audit, whichever is later.

11.3 Availability of Records. Subrecipient shall make available to the Grantee, CDFA, and HUD or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of Subrecipient pertinent to this Agreement.

12. INDEMNIFICATION.

Subrecipient shall defend, indemnify and hold harmless the Grantee, the State of New Hampshire, and the CDFA, their officers and employees, from and against any and all losses suffered by the Grantee, the State, or CDFA, their officers or employees, and any and all claims, liabilities or penalties asserted against the Grantee, the State or CDFA, their officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of or claimed to Subrecipient out of the acts or omissions of Subrecipient .

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State or the Grantee, which immunity is hereby reserved to the State and the Grantee. This covenant shall survive the termination or expiration of this Agreement.

13. MAINTENANCE OF CORPORATE EXISTENCE.

13.1 Corporate Existence. Subrecipient shall both preserve and maintain the legal existence and good standing of its nonprofit corporation status and its registration in New Hampshire as required to do business.

13.2 Scope of Mission. Subrecipient and Grantee agree that the Subrecipient's Articles of Incorporation and Corporate Bylaws ("Bylaws") as submitted with the Project application and incorporated herein by reference, provide an adequate administrative mechanism for assuring the Subrecipient's mission of providing training and technical assistance opportunities for low- and moderate-income persons, during the Grant Period, as required pursuant to this agreement.

14. EVENTS OF DEFAULT.

The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

(a) Any Event of Default by Subrecipient under the Grant Agreement, and related documents including, but not limited to, the failure of the Subrecipient to accomplish the required training and technical assistance benefit to low- and moderate-income persons;

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(b) The Subrecipient's failure to comply with the reporting requirements as specified herein;

(c) Subrecipient attempts to assign its rights under this Agreement or any advance made or to be made hereunder or any interest therein, without the prior written consent of the Grantee;

(d) Any representation or warranty made herein or in any report, certification, or other instrument furnished in connection with this Agreement or any advances of Grant funds made hereunder, by or in behalf of Subrecipient, shall prove to be false or misleading in any material respect;

(e) Any mechanics', laborers', materialmen's or similar statutory liens, or any notice thereof, shall be filed against the Property and/or the Project and shall not be discharged within thirty (30) days of such filing;

(f) Subrecipient shall default in the due observance or performance of any covenant, condition, assurance or agreement to be observed or performed by Subrecipient under this Agreement;

(g) Subrecipient shall (i) apply for or consent to the appointment of a receiver, trustee, or liquidator of it or any of its property, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent or (v) file a voluntary petition in bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law;

(h) A petition, order, judgment, or decree shall be entered, without the application, approval or consent of Subrecipient by any court of competent jurisdiction, approving a petition seeking reorganization or approving the appointment of a receiver, trustee or liquidator of Subrecipient of all or a substantial part of its assets, and such order judgment or decree shall continue unstayed and in effect for any period of thirty (30) days;

(i) The dissolution, termination of existence, merger or consolidation of Subrecipient or a sale of assets of Subrecipient out of the ordinary course of business without the prior written consent of the Grantee and CDFA; and

(j) Failure to remedy an ineligible expenditure of grant funds or to reimburse the Grantee for any ineligible costs, which are paid from grant funds.

(k) In the event that the Subrecipient fails to serve the minimum number of Low- and Moderate-Income beneficiaries, as provided in this Agreement, then the Subrecipient shall confer forthwith with the Grantee and CDFA to develop a mutually acceptable plan pursuant to which it will rectify any reporting shortfalls and maintain the required minimums. In such event, the Subrecipient shall also provide Grantee with monthly updates containing information in a form reasonably satisfactory to the Grantee, in order for the Grantee and Subrecipient to determine whether it is in compliance with such plan and its obligations as provided herein. Said monthly reports to continue until the beneficiary commitments are achieved.

(l) The continued failure of the Subrecipient to achieve its beneficiary commitments as required herein for ninety (90) days following the date specified for such requirement shall constitute an event of default, which may give rise to any of the remedies available to the Grantee, as set forth therein.

15. <u>GRANTEE'S RIGHTS AND REMEDIES UPON DEFAULT</u>.

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15.1 Remedies upon Default. Upon the occurrence of any Event of Default, the Grantee may take any one, or more, or all, of the actions described below. Prior to taking any of the following actions, the Grantee will give Subrecipient a written notice of default specifying the Event of Default and requiring it to be remedied within thirty (30) days from the date of notice. The following actions may be taken only if Subrecipient has not remedied the Event of Default in a timely manner.

(a) Terminate this Agreement, effective immediately upon giving notice of termination;

(b) Suspend all payment of grant funds to be made pursuant to this Agreement until such time as the Grantee determines the Event of Default has been cured;

(c) Set off against any other obligations the Grantee may owe to Subrecipient for any damages the Grantee may suffer by reason of any Event of Default;

(d) Treat the Agreement as breached and pursue any of its remedies at law or in equity or both;

(e) Foreclose under any available security instrument created under this agreement; and

(f) Assume the right to seek full reimbursement of CDBG funds from the Subrecipient and the right to call on any collateral pledged under the loan with the Subrecipient.

15.2 Judicial Enforcement. Subrecipient agrees that the Grantee and CDFA have a right to seek judicial enforcement with regard to any matter arising with respect to this Agreement, to include the assurances, covenants and other conditions, which extend beyond the completion date under this Agreement.

15.3 Disposition of Funds. Where the Grant Agreement or Subrecipient Agreement is terminated or the Project is otherwise terminated due to a default, inability to perform or reasons other than project completion, Grant funds are required to be returned. The disposition of Grant Funds to be returned shall be determined solely by CDFA.

16. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Subrecipient represents and warrants:

(a) Subrecipient will obtain all necessary approvals and all necessary permits for the operation of its business from all governmental authorities having jurisdiction.

(b) No litigation, claims, suits, orders, investigations or proceedings are pending or threatened against Subrecipient or affecting the Property or the Project at law or in equity or before or by any federal, state, municipal or other governmental instrumentality; there are no arbitration proceedings pending under collective bargaining agreements or otherwise; and to the knowledge of Subrecipient, there is no basis for any of the foregoing. Any exceptions to this section shall be explained in an Exhibit, attached to this agreement.

(c) Subrecipient has filed all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state or local taxes, charges and assessments, if applicable.

(d) The execution and delivery and performance by Subrecipient of its obligations under this Agreement have been duly authorized by all requisite corporate action and will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which Subrecipient is a party, or by which it is bound, or be in conflict with, result in a breach of, or constitute a default under, or except as may be provided in this Agreement, result in the creation or imposition of any lien, charge or encumbrance of any

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nature whatsoever upon any of the property or assets of Subrecipient pursuant to any such indenture, agreement or instrument. Subrecipient is not required to obtain any consent, approval or authorization from, or to file any declaration or statement with, any governmental instrumentality or other agency in connection with or as a condition to the execution, delivery or performance of this Agreement and all other related documents.

(e) Subrecipient is not contemplating either the filing of a petition under any state or federal bankruptcy or insolvency laws or the liquidating of all or a major portion of its properties, and has no knowledge of any person contemplating the filing of any such petition against it.

(f) No statement of fact made by or on behalf of Subrecipient in any of the agreement or related documents or in any certificate, exhibit or schedule furnished to the Grantee pursuant thereto, contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading. There is no fact or circumstance presently known to Subrecipient that has not been disclosed to the Grantee that materially affects adversely, nor as far as Subrecipient can foresee, will materially affect adversely Subrecipient, operations or considerations (financial or otherwise) of Subrecipient.

(g) No Event of Default has occurred and is continuing under this Agreement and no event or condition which would, upon notice of expiration of any applicable cure, constitute an Event of Default has occurred and is continuing; Subrecipient is not in default under any note or other evidence of indebtedness or other obligation for borrowed money or any mortgage, deed to trust, indenture, lease agreement or other agreement relating thereto. Any exceptions to this section shall be explained in an Exhibit, attached to this agreement.

Subrecipient warrants that each of the foregoing representations and warranties is true and correct as of the date of this Agreement and Subrecipient shall indemnify and hold harmless the Grantee, the State and CDFA from and against any loss, damage, or liability attributable to the breach thereof, including any and all fees and expenses incurred in the defense or settlement of any claim arising therefrom against the Grantee, State or CDFA.

13. MISCELLANEOUS PROVISIONS:

13.1 Compliance with Laws. Subrecipient shall comply with all applicable federal, state and local laws, statutes, regulation, executive orders and rules as they relate to the application, acceptance and use of funds for this project, including, but not limited to, the requirements as specified in the Grant Agreement.

13.2 Compliance with OMB 2 Part 200. Subrecipient acknowledges that it shall meet the requirements of OMB 2 Part 200, to ensure compliance with Administrative Cost Standards.

13.3 No assignment: Subrecipient shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Grantee and CDFA, and any attempted assignment or transfer shall be ineffective, null, void, and of no effect.

13.4 Amendments: No amendment or modification of any provision of this Agreement shall be effective unless it is in writing and executed by both parties and approved by CDFA.

13.5 Maintenance of Project: Subrecipient shall maintain, keep, and preserve in good working order and condition all of its property and assets necessary or useful in the proper conduct of its business and operation of the Project. This shall include all property improvements made as a result of this Project, if applicable.

13.6 Governing Law: The Subrecipient Agreement shall be governed by and construed in accordance

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with laws of the State of New Hampshire.

13.7 Publicity and Signage:

13.7.1 Public Relations: The Subrecipient shall grant CDFA the right to use the Subrecipient's name, likeness, and logo in any public relations or publicity efforts. This shall include, but not be limited to, press releases, media interviews, website, publications, brochures, etc. CDFA's publicity efforts may also include details about Grantee's project, contract, or other publically available information.

13.7.2 Reciprocal Publicity: The Subrecipient also shall acknowledge CDFA appropriately in all organizational and public forums as to the support, financial and otherwise, that has been provided to the project. This recognition shall include, but not be limited to, print/electronic media, publications, interviews, brochures, website, etc.

13.7.3 Project Signage. For construction/renovation projects – CDFA logo must be included in signage at the job worksite. CDFA logo may not be any smaller that 50% of the size of the largest logo displayed. This requirement can be waived if no other partner/entity requires worksite signage and creating signage solely for CDFA poses a hardship. Alternative – If none of these are applicable/feasible, an alternative display of the CDFA logo or public recognition must be approved by CDFA.

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ATTACHMENT II-C

SUBRECIPIENT AGREEMENT
MINIMUM TERMS AND CONDITIONS

The County of Cheshire ("Grantee") hereby warrants and agrees that the Subrecipient Agreement with the Rockingham Economic Development Corporation d/b/a Regional Economic Development Center of Southern New Hampshire (REDC) ("Subrecipient") to be executed in conformance with the requirements of Exhibit A of the Grant Agreement shall be subject to approval by CDFA. The Subrecipient Agreement shall incorporate the entire Grant Agreement and shall include it as an attachment, and shall contain at a minimum the following terms and conditions:

1. REPRESENTATION AND WARRANTIES:

Rockingham Economic Development Corporation d/b/a Regional Economic Development Center of Southern New Hampshire (REDC) ("Subrecipient") shall represent and warrant:

1.1 Subrecipient is a duly organized and validly existing New Hampshire nonprofit corporation in good standing under the laws of this State. Subrecipient has the power and authority to undertake the grant activities as provided in the Grant Agreement. Subrecipient has the power and authority to own its properties, to conduct business as it is now being conducted, has the power to execute and deliver and perform its obligation under the Subrecipient Agreement and all other documents as applicable to this grant agreement.

1.2 The Subrecipient Agreement is the legal, valid and binding obligation of Subrecipient enforceable against Subrecipient, in accordance with each document's respective terms.

1.3 Subrecipient has complied in all material respects with all applicable federal, state and local laws, statutes, rules and regulations pertaining to the grant activities.

1.4 No application, exhibit, schedule, report or other written information provided by Subrecipient or its agents in connection with the grant application knowingly contained, when made, any material misstatement of fact or knowingly omitted to state any material fact necessary to make the statements contained therein not misleading, in light of the circumstances under which they were made.

2. PROJECT DESCRIPTION AND SUBGRANT ACTIVITIES.

2.1 Project Description.

This project shall consist of the awarding of $149,955 in Community Development Block Grant (CDBG) funds to the Grantee. The Grantee will retain $12,455 of the grant for administrative costs associated with management of the grant and subgrant $137,500 to the Subrecipient via this Subrecipient Agreement.

The Subrecipient's commitment is to increase the income and economic stability of microenterprises, by helping them to access capital, business training and expanded market opportunities. Subgranted funds will be used by the Subrecipient to provide training and technical assistance programs to a minimum of 55 low- and moderate-income entrepreneurs in Rockingham and Hillsborough Counties, with 100% of persons served being of low- and moderate-income status.

The activities to be funded pursuant to this Subrecipient Agreement shall be limited to reimbursement of a pro-rata cost of $2500 for each low- and moderate-income beneficiary enrolled in the training and technical assistance programs. An additional $2500 per beneficiary may be used by the REDC for loan processing

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costs for credit-worthy businesses enrolled in REDC's or another CDFA-supported Microenterprise Technical Assistance Program provider's training and technical assistance program.

3. SUBRECIPIENT REQUIREMENTS:

3.1 Performance Requirements. The Grantee shall enter into an agreement with Subrecipient in order to satisfy project purpose, which is the training and technical assistance for 55 beneficiaries, of which one-hundred percent (100%) will be low- and moderate-income persons, as set forth in Exhibit A.

3.2 Security. Not Applicable to this Award.

3.3 Compliance with Laws. Subrecipient shall comply with all applicable federal, state, and local laws, statutes, executive orders and rules as they relate to the application, acceptance and use of funds for this project, including, but not limited to, the requirements as specified in the Grant Agreement.

3.4 Disbursement of Grant Funds. Upon compliance with, and subject to the provisions of this Agreement and provided there shall exist no Event of Default under this Agreement, the Grant Agreement or any other agreements, in connection with the Project, and no condition or event which, with the giving of notice or lapse of time would constitute such an Event of Default, the Grantee shall, upon submittal of written requests for payment accompanied by invoices and other documentation or supporting documents as required by the Grantee, make disbursements of grant funds. Disbursement of grant funds shall be in accordance with the terms of the Grant Agreement, including Exhibit B.

Disbursement of funds by the Grantee does not constitute acceptance by the Grantee or CDFA of any item as an eligible Project cost until all Project costs have been audited and determined to be allowable costs. Upon the expiration of the Grant Agreement, or other termination of the project, Subrecipient shall transfer to the Grantee any Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

4. MICROENTERPRISE ASSISTANCE LIMITATIONS:

Under HUD guidelines, specific to microenterprise assistance, microenterprise beneficiaries are limited to CDBG funding for a period of three (3) years. To determine compliance, the eligibility of microenterprise beneficiaries shall be reviewed and tracked; eligibility is based upon the date of their initial enrollment in programs. Enrollment is not required to be consecutive. Reassessment of Low to Moderate income status is required if a Family Income Verification form is older than 3 years. New beneficiaries are those enrolled at any time on or after July 1, 2020, or upon Governor and Council approval, through the grant period end date as outlined in Section 1.7 of the General Provisions.

5. REPORTING REQUIREMENTS: ANNUAL, SEMI-ANNUAL AND CLOSEOUT AGREEMENTS:

5.1 Semi Annual reports shall be submitted to the Grantee no later than July 10, for the period of January 1 through June 30 and no later than January 10, for the period of July 1 through December 31 of each year. Grantee shall submit these reports to CDFA by July 15 and January 15. The reporting period shall begin on July 1, 2020 and end on the Completion Date specified in Section 1.7 of the General Provisions of the contract between the Grantee and CDFA.

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5.2 Subrecipient Reporting to Grantee. The Subrecipient, in compliance with this Subrecipient Agreement, is required to submit training and technical assistance applicant information to the Grantee and CDFA as set forth in Section 6.

5.3 Closeout Agreement. Subrecipient shall enter into a Closeout Agreement with the Grantee and CDFA, which shall specify the reporting and other requirements applicable to the closing out of this Project.

5.4 Annual Subrecipient Financial Reporting. Subrecipient shall submit to the Grantee and to CDFA its annual audited financial statements, within 90 days of its fiscal year end.

5.6 All Reporting shall be submitted via CDFA's Grants Management System (GMS).

6. INITIAL SUBRECIPIENT DOCUMENTATION AND SPECIFIC REPORTING REQUIREMENTS.

6.1 In order to determine beneficiary eligibility and to comply with HUD's beneficiary enrollment limit of three years (described in Section 4), at the start of the program year, Subrecipient shall prepare a baseline report that includes a complete list of existing beneficiary microenterprises enrolled in that Subrecipient's training and technical assistance programs as of June 30, 2020, using the Microenterprise Beneficiary Tracking sheet, as set forth in Attachment III-B. Data for the baseline report shall include information regarding each beneficiary, as set forth in the Family Income Verification Forms (FIVF), provided on Attachment III; the Beneficiary Outcomes Report, as set forth in Attachment IV; the Subrecipient's beneficiary intake form; and other relevant sources.

6.2 On a quarterly basis, Subrecipient shall submit a claim request for all beneficiaries served in the previous quarter, at a rate of $2500 per qualifying beneficiary. Each quarterly claim shall include a completed Microenterprise Beneficiary Tracking sheet with information regarding each beneficiary served during that quarter, as set forth in Attachment III-B. The tracking sheet will be used to record beneficiary information for each calendar quarter of the program year (July – September, October – December, January – March, and April – June). Subrecipient shall use and submit the CDFA-provided Microsoft Excel version of the Beneficiary Tracking Sheet and no other version.

6.3 At the end of the program year, Subrecipient shall prepare a final report which includes the Microenterprise Beneficiary Tracking Sheet for the entire program year, as well as the following information for each beneficiary:

(a) Subrecipient's Beneficiary Intake Form;
(b) FIVF, signed by all participants; the FIVF documents family income status and the designation of beneficiary minority or protected class status;
(c) Income changes as well as notable successes for its beneficiaries as a result of their participation in Subrecipient's programs; and
(d A list of beneficiaries that received loans during the program year.

6.4 All documentation shall be submitted via CDFA's Grants Management System (GMS).

6.5 Subrecipient shall only request CDBG reimbursement for LMI beneficiaries on a pro-rata basis at a rate of $2500 for each beneficiary.

6.6 All documentation shall be submitted via CDFA's Grants Management System (GMS).

7. TRAINING AND JOB CREATION/RETENTION BENEFIT TO PERSONS FROM LOW- AND MODERATE-INCOME HOUSEHOLDS.

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The general purpose of the project is to principally benefit Low- and Moderate-Income persons as that term is defined in 24 CFR 570.483 and CDFA's Implementation Guide.

The Grantee and Subrecipient agree that the primary purpose of the Project is to provide training and technical assistance to at least fifty-five (55) microenterprise beneficiaries. Of the fifty-five (55) beneficiaries served, one-hundred percent (100%) shall be filled by persons from low- and moderate-income households, using the income limits as described above, and as provided in Attachment III, "Family Income Verification Form". Subrecipient agrees to maintain and provide documentation that it has complied with the income limits requirement using Income Verification Forms provided by the Grantee.

8. GRANT OF FUNDS/MATCHING FUNDS.

Subrecipient shall use the Grant funds subgranted to it solely for the purposes described herein and consistent with the required terms and conditions of the Grant Agreement and Subrecipient Agreement.

8.1 There is no match requirement in connection with this agreement.

9. SCHEDULE AND GRANT COMPLETION:

9.1 Implementation Schedule. The Grantee and Subrecipient have agreed to an Implementation Schedule, which will provide for the completion of all grant activities, prior to the Grant Completion Date. A schedule of major milestones shall be provided within the Subrecipient Agreement, and shall serve as a basis for enforcement of the Agreement.

9.2 Grant Completion Date: All work shall be completed prior to the Grant Completion Date as outlined in Section 1.7 of the General Provisions. All employment commitments shall be accomplished by that date. This date may be extended only with the permission of the Grantee, CDFA, and the Governor and Council.

9.3 Project Delays. Should the Project encounter delays relating to financing, construction or other events that may affect the Subrecipient ability to serve the number of beneficiaries identified in Section 7 within the specified Grant Completion Date, the Subrecipient and Grantee shall submit a written request for a time extension to CDFA, describing the reason for delay. Grant completion time extension requests shall then be forwarded to Governor and Council for final approval.

10. INSURANCE AND TAXES

10.1 Subrecipient's Liability Insurance. Subrecipient shall, at its sole expense, obtain and maintain in force insurance in such amounts and covering such risks as are customary for entities engaged in the same or similar business to include, where applicable, comprehensive general liability covering any property development/construction activities and landlord insurance and workers compensation insurance. At a minimum, this shall include insurance against all claims of bodily injury or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate and as further set forth in the General Provisions.

All policies shall name the Grantee and CDFA as additional insureds. Subrecipient shall provide the Grantee with certificates of insurance satisfactory to the Grantee, which evidences compliance with this Section.

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contain a clause prohibiting cancellation or modification of the policy earlier than thirty (30) days after written notice thereof has been received by the Grantee and CDFA.

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11.2 Time Period. All of the records, documents, and data described above and all income verification information shall be kept during the performance of the project, and for three (3) years after its completion or until the satisfactory completion of an audit, whichever is later.

11.3 Availability of Records. Subrecipient shall make available to the Grantee, CDFA, and HUD or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of Subrecipient pertinent to this Agreement.

12. INDEMNIFICATION.

Subrecipient shall defend, indemnify and hold harmless the Grantee, the State of New Hampshire, and the CDFA, their officers and employees, from and against any and all losses suffered by the Grantee, the State, or CDFA, their officers or employees, and any and all claims, liabilities or penalties asserted against the Grantee, the State or CDFA, their officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of or claimed to Subrecipient out of the acts or omissions of Subrecipient .

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State or the Grantee, which immunity is hereby reserved to the State and the Grantee. This covenant shall survive the termination or expiration of this Agreement.

13. MAINTENANCE OF CORPORATE EXISTENCE.

13.1 Corporate Existence. Subrecipient shall both preserve and maintain the legal existence and good standing of its nonprofit corporation status and its registration in New Hampshire as required to do business.

13.2 Scope of Mission. Subrecipient and Grantee agree that the Subrecipient's Articles of Incorporation and Corporate Bylaws ("Bylaws") as submitted with the Project application and incorporated herein by reference, provide an adequate administrative mechanism for assuring the Subrecipient's mission of providing training and technical assistance opportunities for low- and moderate-income persons, during the Grant Period, as required pursuant to this agreement.

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(a) Any Event of Default by Subrecipient under the Grant Agreement, and related documents including, but not limited to, the failure of the Subrecipient to accomplish the required training and technical assistance benefit to low- and moderate-income persons;

(b) The Subrecipient's failure to comply with the reporting requirements as specified herein;

(c) Subrecipient attempts to assign its rights under this Agreement or any advance made or to be made hereunder or any interest therein, without the prior written consent of the Grantee;

(d) Any representation or warranty made herein or in any report, certification, or other instrument furnished in connection with this Agreement or any advances of Grant funds made hereunder, by or in behalf of Subrecipient, shall prove to be false or misleading in any material respect;

(e) Any mechanics', laborers', materialmen's or similar statutory liens, or any notice thereof, shall be filed against the Property and/or the Project and shall not be discharged within thirty (30) days of such filing;

(f) Subrecipient shall default in the due observance or performance of any covenant, condition, assurance or agreement to be observed or performed by Subrecipient under this Agreement;

(g) Subrecipient shall (i) apply for or consent to the appointment of a receiver, trustee, or liquidator of it or any of its property, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent or (v) file a voluntary petition in bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law;

(h) A petition, order, judgment, or decree shall be entered, without the application, approval or consent of Subrecipient by any court of competent jurisdiction, approving a petition seeking reorganization or approving the appointment of a receiver, trustee or liquidator of Subrecipient of all or a substantial part of its assets, and such order judgment or decree shall continue unstayed and in effect for any period of thirty (30) days;

(i) The dissolution, termination of existence, merger or consolidation of Subrecipient or a sale of assets of Subrecipient out of the ordinary course of business without the prior written consent of the Grantee and CDFA; and

(j) Failure to remedy an ineligible expenditure of grant funds or to reimburse the Grantee for any ineligible costs, which are paid from grant funds.

(k) In the event that the Subrecipient fails to serve the minimum number of Low- and Moderate-Income beneficiaries, as provided in this Agreement, then the Subrecipient shall confer forthwith with the Grantee and CDFA to develop a mutually acceptable plan pursuant to which it will rectify any reporting shortfalls and maintain the required minimums. In such event, the Subrecipient shall also provide Grantee with monthly updates containing information in a form reasonably satisfactory to the Grantee, in order for the Grantee and Subrecipient to determine whether it is in compliance with such plan and its obligations as provided herein. Said monthly reports to continue until the beneficiary commitments are achieved.

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(l) The continued failure of the Subrecipient to achieve its beneficiary commitments as required herein for ninety (90) days following the date specified for such requirement shall constitute an event of default, which may give rise to any of the remedies available to the Grantee, as set forth therein.

15. GRANTEE'S RIGHTS AND REMEDIES UPON DEFAULT.

15.1 Remedies upon Default. Upon the occurrence of any Event of Default, the Grantee may take any one, or more, or all, of the actions described below. Prior to taking any of the following actions, the Grantee will give Subrecipient a written notice of default specifying the Event of Default and requiring it to be remedied within thirty (30) days from the date of notice. The following actions may be taken only if Subrecipient has not remedied the Event of Default in a timely manner.

(a) Terminate this Agreement, effective immediately upon giving notice of termination;

(b) Suspend all payment of grant funds to be made pursuant to this Agreement until such time as the Grantee determines the Event of Default has been cured;

(c) Set off against any other obligations the Grantee may owe to Subrecipient for any damages the Grantee may suffer by reason of any Event of Default;

(d) Treat the Agreement as breached and pursue any of its remedies at law or in equity or both;

(e) Foreclose under any available security instrument created under this agreement; and

(f) Assume the right to seek full reimbursement of CDBG funds from the Subrecipient and the right to call on any collateral pledged under the loan with the Subrecipient.

15.2 Judicial Enforcement: Subrecipient agrees that the Grantee and CDFA have a right to seek judicial enforcement with regard to any matter arising with respect to this Agreement, to include the assurances, covenants and other conditions, which extend beyond the completion date under this Agreement.

15.3 Disposition of Funds: Where the Grant Agreement or Subrecipient Agreement is terminated or the Project is otherwise terminated due to a default, inability to perform or reasons other than project completion, Grant funds are required to be returned. The disposition of Grant Funds to be returned shall be determined solely by CDFA.

16. ADDITIONAL REPRESENTATIONS AND WARRANTIES: Subrecipient represents and warrants:

(a) Subrecipient will obtain all necessary approvals and all necessary permits for the operation of its business from all governmental authorities having jurisdiction.

(b) No litigation, claims, suits, orders, investigations or proceedings are pending or threatened against Subrecipient or affecting the Property or the Project at law or in equity or before or by any federal, state, municipal or other governmental instrumentality; there are no arbitration proceedings pending under collective bargaining agreements or otherwise; and to the knowledge of Subrecipient, there is no basis for any of the foregoing. Any exceptions to this section shall be explained in an Exhibit, attached to this agreement.

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(c) Subrecipient has filed all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state or local taxes, charges and assessments, if applicable.

(d) The execution and delivery and performance by Subrecipient of its obligations under this Agreement have been duly authorized by all requisite corporate action and will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which Subrecipient is a party, or by which it is bound, or be in conflict with, result in a breach of, or constitute a default under, or except as may be provided in this Agreement, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subrecipient pursuant to any such indenture, agreement or instrument. Subrecipient is not required to obtain any consent, approval or authorization from, or to file any declaration or statement with, any governmental instrumentality or other agency in connection with or as a condition to the execution, delivery or performance of this Agreement and all other related documents.

(e) Subrecipient is not contemplating either the filing of a petition under any state or federal bankruptcy or insolvency laws or the liquidating of all or a major portion of its properties, and has no knowledge of any person contemplating the filing of any such petition against it.

(f) No statement of fact made by or on behalf of Subrecipient in any of the agreement or related documents or in any certificate, exhibit or schedule furnished to the Grantee pursuant thereto, contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading. There is no fact or circumstance presently known to Subrecipient that has not been disclosed to the Grantee that materially affects adversely, nor as far as Subrecipient can foresee, will materially affect adversely Subrecipient, operations or considerations (financial or otherwise) of Subrecipient.

(g) No Event of Default has occurred and is continuing under this Agreement and no event or condition which would, upon notice of expiration of any applicable cure, constitute an Event of Default has occurred and is continuing; Subrecipient is not in default under any note or other evidence of indebtedness or other obligation for borrowed money or any mortgage, deed to trust, indenture, lease agreement or other agreement relating thereto. Any exceptions to this section shall be explained in an Exhibit, attached to this agreement.

Subrecipient warrants that each of the foregoing representations and warranties is true and correct as of the date of this Agreement and Subrecipient shall indemnify and hold harmless the Grantee, the State and CDFA from and against any loss, damage, or liability attributable to the breach thereof, including any and all fees and expenses incurred in the defense or settlement of any claim arising therefrom against the Grantee, State or CDFA.

13. MISCELLANEOUS PROVISIONS:

13.1 Compliance with Laws. Subrecipient shall comply with all applicable federal, state and local laws, statutes, regulation, executive orders and rules as they relate to the application, acceptance and use of funds for this project, including, but not limited to, the requirements as specified in the Grant Agreement.

13.2 Compliance with OMB 2 Part 200. Subrecipient acknowledges that it shall meet the requirements of OMB 2 Part 200, to ensure compliance with Administrative Cost Standards.

13.3 No assignment. Subrecipient shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Grantee and CDFA, and any attempted assignment or

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transfer shall be ineffective, null, void, and of no effect.

13.4 Amendments: No amendment or modification of any provision of this Agreement shall be effective unless it is in writing and executed by both parties and approved by CDFA.

13.5 Maintenance of Project: Subrecipient shall maintain, keep, and preserve in good working order and condition all of its property and assets necessary or useful in the proper conduct of its business and operation of the Project. This shall include all property improvements made as a result of this Project, if applicable.

13.6 Governing Law: The Subrecipient Agreement shall be governed by and construed in accordance with laws of the State of New Hampshire.

13.7 Publicity and Signage:

13.7.1 Public Relations: The Subrecipient shall grant CDFA the right to use the Subrecipient's name, likeness, and logo in any public relations or publicity efforts. This shall include, but not be limited to, press releases, media interviews, website, publications, brochures, etc. CDFA's publicity efforts may also include details about Grantee's project, contract, or other publically available information.

13.7.2 Reciprocal Publicity. The Subrecipient also shall acknowledge CDFA appropriately in all organizational and public forums as to the support, financial and otherwise, that has been provided to the project. This recognition shall include, but not be limited to, print/electronic media, publications, interviews, brochures, website, etc.

13.7.3 Project Signage. For construction/renovation projects – CDFA logo must be included in signage at the job worksite. CDFA logo may not be any smaller that 50% of the size of the largest logo displayed. This requirement can be waived if no other partner/entity requires worksite signage and creating signage solely for CDFA poses a hardship. Alternative – If none of these are applicable/feasible, an alternative display of the CDFA logo or public recognition must be approved by CDFA.

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ATTACHMENT III - A

FAMILY INCOME VERIFICATION FORMS

PLEASE CONTACT CDFA FOR INCOME VERIFICATION FORMS.

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ATTACHMENT III - B MICROENTERPRISE BENEFICARY TRACKING SHEET

The Subrecipient is required to use this Excel spreadsheet to track beneficiary information, including for the Baseline Report at the beginning of the program year; an updated version of the spreadsheet with each quarterly claim; and a final version showing all beneficiaries served throughout the entire program year with the Final Status Report.

PLEASE CONTACT CDFA FOR THE BENEFICIARY TRACKING SHEET.

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ATTACHMENT IV
BENEFICIARY OUTCOMES REPORT

CDBG
Microenterprise Grant

Insert Subrecipient Name

Name	
Business Name	

	Year:	Year:	Year:
Net Profit:			
Income:			
Expense:			
Net:			
Total Debt (loan) Capital Raised:			
Total Equity (investors) Capital Raised:			
Total Personal Equity Invested:			
Total Grant Funding Raised:			
Merger or Acquisition? Yes or No			
Closure? Yes or No			
Staffing at Year End:			
FT Positions (including self)			
PT Positions (Including self)			
Salaries and Wages Paid			
Owners Draw			
Satisfaction with Business Performance:	1 2 3 4 5 6 7 8 9 10		
Satisfaction with Personal Mgmt Performance:	1 2 3 4 5 6 7 8 9 10		

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Attachment V - Certificates of Insurance

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Cheshire County 12 Court Street 1st Floor - Room 171 Keene, NH 03431	601	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits - NH Statutory Limits May Apply, If Not*	
☐ **General Liability (Occurrence Form)** ☐ **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ **Automobile Liability** Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
X **Workers' Compensation & Employers' Liability**	1/1/2020	1/1/2021	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
☐ **Property (Special Risk Includes Fire and Theft)**			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ **Additional Covered Party** ☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
	By: *Mary Beth Purcell*
Community Development Finance Authority 14 Dixon Avenue Concord, NH 03301	**Date:** 8/3/2020 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

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Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only; Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below:

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Cheshire County 12 Court Street 1st Floor - Room 171 Keene, NH 03431	601	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits - NH Statutory Limits May Apply*	
X **General Liability (Occurrence Form)** **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence	1/1/2020	1/1/2021	Each Occurrence	$ 1,000,000
			General Aggregate	$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: $1,000 Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: With regards to the Community Development Block Grant Agreement #20-403-CDMC, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

CERTIFICATE HOLDER:	X	Additional Covered Party		Loss Payee
Community Development Finance Authority 14 Dixon Avenue Concord, NH 03301				

Primex³ – NH Public Risk Management Exchange

By: Mary Beth Purcell

Date: 8/3/2020 mpurcell@nhprimex.org

Please direct inquires to:
Primex³ Risk Management Services
603-225-2841 phone
603-228-3833 fax

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CERTIFICATE
Award No. 20-403-CDMC

I, Robert Englund Clerk of Cheshire County, New Hampshire do hereby certify that: (1) at the public hearing held on March 11, 2020, the County Commissioners voted to submit an application for Community Development Block Grant funds and if awarded; (2) enter into a contract with the Community Development Finance Authority and further authorize the Chairman, Board of Commissioners or County Administrator to execute any documents which may be necessary to effectuate this contract and any amendments thereto; (3) I further certify that this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (4) the following persons have been appointed to and now occupy the offices indicated under item (2) above:

Charles Weed, Chair, County Commissioners
Christopher Coates, County Administrator

I hereunto set my hand as the Clerk of Cheshire County, New Hampshire this 4th day of September, 2020.

Robert Englund

By: Robert Englund
County Clerk

Notary requirement waived due to Covid-19

CERTIFICATION OF GRANTEE'S ATTORNEY
20-403-CDMC

I, D. Chris McLaughlin acting as Attorney for the County of Cheshire, New Hampshire do hereby certify:

That in my opinion the Grantee is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Grantee and have determined that Grantee's official representative has been duly authorized to execute this Grant Agreement and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and applicable federal laws. In addition, for grants involving projects to be carried out on property not owned by Grantee, there are no known legal impediments that will prevent full performance by the Grantee. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of Grantee in accordance with the terms thereof.

Dated at Cheshire County Hall this 4th day of September 2020.

Signature of Grantee's Attorney

2020 CDBG Microenterprise Technical Assistance Program Recommendation

PROGRAM SUMMARY

Applicants (2)	1. County of Grafton 2. County of Cheshire
Sub recipients (6)	1. Belknap Economic Development Council (BEDC) 2. Northern Community Investment Corporation (NCIC) 3. Women's Rural Entrepreneurial Network (WREN) 4. Hannah Grimes Center (HGC) 5. Rockingham Economic Development Corporation (REDC) 6. UNH New Hampshire Small Business Development Center – Pathways to Work (SBDC)
Project Name	Microenterprise Technical Assistance Program
Project Location	Statewide
Award	$849,730
Total Businesses served	310
HUD CDBG National Objective	Microenterprise assistance 570.208 (a) 2(iii)
HUD CDBG Eligible Activity	Microenterprise assistance (18C) LMCMC Low/mod limited clientele, microenterprises

Introduction and Project Description

"Microenterprise Development Assistance" has been a funding category in the New Hampshire State Community Development Block Grant (CDBG) program since 1998 as a sub-category of Economic Development. By HUD definition, the term "microenterprise" means a commercial enterprise that has five or fewer employees, one or more of whom owns the enterprise. Microenterprise funding has enabled many New Hampshire small businesses to receive much-needed technical assistance for business planning, marketing, financial management and business structuring in order to develop and expand their businesses.

The CDFA Community Development Block Grant (CDBG) Application and Program Guide FY2020 allows one municipality to apply for up to $500,000 in funding for sub recipients who provide training and technical assistance to microenterprises. The 2020 allocation of CDBG funds for support of microenterprise technical assistance programs is $850,000; therefore, two municipalities needed to apply for the funds on behalf of the applicants.

The County of Grafton submitted an application on behalf of three organizations to provide a full range of entrepreneurial training and technical assistance services to low- to moderate-income (LMI) microenterprise owners and others who are planning to start microenterprises across New Hampshire.

The County of Cheshire submitted an application on behalf of three organizations to provide a full range of entrepreneurial training and technical assistance services to low- to moderate-income (LMI)

microenterprise owners and others who are planning to start microenterprises across New Hampshire.

SUMMARY of APPLICATION REQUESTS

Sub recipient	Proposed # of Beneficiaries	Program Request	Admin Request		TOTAL REQUEST
Grafton County					
BEDC	94	235,000	12,455		**247,455**
NCIC	35	87,500	12,455		**99,955**
WREN	50	111,520	12,455		**123,975**
Grafton subtotal:	179	$ 434,020	$ 37,365		**$ 471,385**
Cheshire County					
Hannah Grimes	65	162,500	12,455		**174,955**
REDC	55	137,500	12,455		**149,955**
SBDC-Pathways	47	176,250	12,455		**188,705**
Cheshire subtotal:	167	$ 476,250	$ 37,365		**$ 513,615**
TOTALS:	**346**	**$ 910,720**	**$ 74,730**		**$ 985,000**

Sub Recipient Discussion

1. **Belknap Economic Development Council (BEDC)**

Belknap Economic Development Council (BEDC), Coos Economic Development Corporation (Coos EDC) Grafton Regional Development Corporation (GRDC) and Wentworth Economic Development Corporation (WEDCO) are teaming up again to provide services to Belknap, Carroll, Coos and Grafton counties. In the 2019-2020 program year, this partnership included BEDC, GRDC and WEDCO. With the addition of Coos EDC in 2020-2021, all four RDCs will work closely together build stronger collaboration, provide more coordinated services, and increase support for microenterprise businesses across the four counties of northern New Hampshire.

BEDC, Coos EDC, GRDC and WEDCO have provided technical assistance (TA) to microenterprises for more than 17 years from offices in Lancaster, Plymouth, Laconia and Wolfeboro. Most TA services are provided on an individualized, one-on-one basis by RDC staff, NH Small Business Development Center (SBDC) business advisors, and other business resource partners. SBDC has a strong history of supporting local microenterprise businesses and has access to additional resources throughout New Hampshire to support microenterprises located in the North Country region. All business owners participating in the program are required to meet with an SBDC representative to create a tailored plan for their business.

Proposed Project - CDBG funds will enable BEDC/Coos EDC/GRDC/WEDCO to continue to offer a full range of TA services and entrepreneurial training including:

- Coordinated marketing and outreach to microenterprises across the region;
- Seminars and workshops specifically created to expose micro-entrepreneurs to a host of business-related subjects;
- Targeted, one-on-one, in-depth counseling and mentoring to microenterprise entrepreneurs and existing micro businesses based on an assessment of their specific needs;
- Referrals to other, specialized services provided by partners such as SCORE, Chambers of Commerce, and the Community College System; and
- Loan qualification, application, approval and servicing.

In the current COVID-19 environment, the partners are transitioning to providing most services remotely through webinars, video conferences, phone and other electronic means. The partners also are ramping up their technology capabilities and creating special training focused on helping microenterprises navigate the economic environment related to COVID-19, such as how to shift to on-line sales and marketing.

Request Summary – The CDBG award will allow BEDC/Coos EDC/GRDC/WEDCO to assist 83 low- to moderate-income (LMI) individuals in program year 2020-2021, which is the same as 2019-2020. The increased number of beneficiaries reflects success to date and the addition of another program partner. CDBG funds will be used to support coordinated marketing efforts, online seminars and training, and one-on-one business advising services by staff, SBDC advisors and other partners.

2. **Northern Community Investment Corporation (NCIC)**

NCIC was established in 1975 as a nonprofit, certified Community Development Financial Institution (CDFI) working to address regional economic challenges in Northern NH and Vermont, from offices in Lancaster, NH and Saint Johnsbury, VT. NCIC focuses on small business development, community economic development, management, and financing.

NCIC provides funding and support for business planning and coaching, training, marketing, architectural and engineering designs, feasibility planning, legal assistance, and debt financing focused on strengthening and growing employment opportunities within local businesses.

Proposed Project – CDBG funds will support NCIC's training and technical assistance services to NH businesses including:

- Staff services directly to businesses, including financial literacy and management, technology, marketing or advertising; and
- Hiring professional consultants (after a competitive solicitation process) to provide specialized assistance to businesses that is outside the realm of expertise of NCIC staff.

Request Summary – The CDBG award will allow NCIC to assist 35 low- to moderate-income (LMI) individuals in program year 2020-2021. CDBG funds will be used to strengthen microenterprises in Carroll, Coos, Grafton and Sullivan Counties by supporting staff/consultant time to enable businesses to receive the assistance they need in order to build their skills and develop their capacity. The increase is justified by NCIC's strong performance in the current program year. NCIC will coordinate services with other Microenterprise TA providers where service areas overlap.

3. **Women's Rural Entrepreneurial Network (WREN):**

Since 1994, WREN has been providing business skills training for low- to moderate-income business owners. From the original, intensive nine-month curriculum to the Grow and Seed course of the late 90s, WREN has been assisting emerging and existing business owners with comprehensive training in financial planning, cash flow and budgeting, marketing and public relations, and operations management. WREN has assisted more than 1,500 business owners, mostly LMI.

In 2019, WREN experienced financial and management difficulties, resulting in the temporary shut-down of operations, including micro services, for the latter part of 2019. WREN was able to significantly reduce overhead by consolidating physical assets to one location, streamlining staff, and reducing programming and operating expense. WREN also engaged professionals and advisors to provide guidance and expertise to developing the long-term sustainability of the organization, including delivery of microenterprise TA. A new executive director and micro program direction bring strong experience and renewed energy. While they will likely fall sort of serving the target of 50 beneficiaries in the current program year, WREN is re-tooling to enable remote learning and digital access to programs and services.

Proposed Project – The CDBG funds will support an extensive series of classes and workshops, as well as one-on-one advice and technical assistance, to those who want to increase their entrepreneurial knowledge and skills. Given the COVID-19 environment, most of those services will be delivered remotely. As businesses are forced to change practices, WREN is changing its delivery approach and offering more training in classes in website design and social-media marketing.

CDBG funds will allow WREN to continue and expand its full range of entrepreneurial training services including programs in graphic design, website design, financial management, farm and food marketing, business planning, online marketing and analytics, product pricing, business start-up basics, and photography. WREN also operates a gallery and incubator space in Bethlehem, which it hopes to reopen later this year (depending on COVID-19 circumstances).

Request Summary – The CDGB award will allow WREN to assist 25 low- to moderate-income (LMI) individuals in program year 2020-2021. CDBG funds will be used for staffing for direct microenterprise support, as well as consultants/instructors for programs and courses in web development, jewelry design, customer service and other areas of expertise. The decrease from their requested number of beneficiaries will enable WREN to demonstrate renewed capability as they rebuild their microenterprise program.

4. Hannah Grimes Center, Inc. (HGC)

For more than 20 years, HGC has provided extensive business training opportunities to microenterprises, including hands-on workshops, one-on-one coaching, retail training at the Hannah Grimes Marketplace, and in-depth programs such as the incubator. They strive to develop programs that help entrepreneurs connect, innovate, and thrive in their community.

More than 700 individuals (59% of whom are LMI) participate in the programs at HGC annually, which include workshops, coaching sessions, business plan boot camp, and PitchFork events. In 2019, average workshop attendance was 10.5 (up from 9.3 in 2018). Four business plan boot camp programs in the past two years have been at or beyond capacity, with 89% of program graduates still active in their ventures. Over the past four CDGB-Microenterprise program years, HGC has served 55 qualifying beneficiaries each year.

Proposed Project – CDBG funds will support the Hannah Grimes Center to continue and to expand a full range of entrepreneurial training and technical assistance services including Business Incubator Program; Mentor Monadnock; Business Start-up Lab; workshops; and one-on-one assistance. The HGC "marketplace" is currently closed due to COVID-19, but staff have been ramping up remote and web-based learning opportunities. Their "Radically Rural" conference will transition to a one-day virtual event.

Request Summary – The CDBG award will allow HGC to assist 65 low- to moderate-income (LMI) individuals in program year 2020-2021 (slight increase from 2019-2020). CDBG funds will be used primarily for staff time for delivery of classes and workshops, as well as one-on-one advice and technical assistance to those who want to increase their entrepreneurial knowledge and skills in the Monadnock region.

5. Rockingham Economic Development Corporation d/b/a Regional Economic Development Center Southern New Hampshire (REDC)

REDC is a 25-year-old CDFI and offers a series of workshops by staff or in partnership with other agencies on various business topics. REDC's Business Advisor has provided business advice to hundreds of individuals across numerous sectors of the economy interested in starting microbusinesses and growing their existing microbusinesses. He has taught a Business Startups Basics Class for SBDC, provides advice on business startup, marketing, accounting and finance as well as various personnel issues. Through its lending, REDC has provided business skills training in reading financial statements and identifying red flags in order that the borrower can report to the lender early in the process. REDC lenders also refer clients to critical support services such as accountants and insurance agents.

REDC operates a regional revolving loan fund that serves businesses located in or moving to the region. They work independently or in partnership with local lenders to help complete projects leading to job creation.

This project will support the capacity of REDC to address the increasing demand from micro-entrepreneurs for business skills training, technical assistance, and support services. REDC has seen a spike in demand for these services in the current COVID-19 environment. They are transitioning many of their services to be delivered online, by phone, and through video conference and webinar.

Proposed Project – CDBG funds will allow REDC to offer workshops by staff or in partnerships with other agencies on various business topics. REDC offers a full range of entrepreneurial training and technical assistance services including:

- One-on-one meetings with a business advisor;
- Advice on business startup, marketing, accounting and finance as well as various personnel issues;
- Referrals to critical support services such as accountants and insurance agents;
- Marketing, brand identify, website development and marketing materials; and
- Access to applications for REDC's loan products for business financing.

Request Summary – The CDBG award will allow REDC to assist 55 low-to-moderate income (LMI) individuals in program year 2020-2021 (virtually the same as 2019-2020). CDBG funds will be used for staffing, marketing and outreach. Training and workshops will be held remotely and, when possible, at the REDC Business Development and Training Center in Raymond, NH and other

locations throughout Southeastern New Hampshire. The Center provides local entrepreneurs with access to instruction, computers, and reference materials to facilitate the creation or expansion of businesses, as well as a reference library, classroom, conference room, and short-term office space.

6. **New Hampshire Small Business Development Center – Pathway to Work**

The NH SBDC is an outreach program of UNH's Peter T. Paul School of Business and Economics which provides one-on-one management assistance and educational programs to more than 3,000 NH small businesses annually. Pathway to Work (PTW) is a program of the NH SBDC and New Hampshire Employment Security. It was developed in 2010 and designed to assist unemployment benefit claimants interested in becoming self-employed get assistance in building viable businesses while receiving unemployment benefits.

PTW is a voluntary program to assist persons claiming unemployment benefits with starting their own businesses. The program allows eligible unemployed claimants to continue to receive their unemployment benefits while working full time to start businesses. The program allows potential micro-entrepreneurs to access the resources, information, and training they need to get their businesses off the ground. Candidates for the program include all NH residents who are unemployed and collecting NH unemployment compensation benefits and who are identified as likely to exhaust regular unemployment benefits before finding new work. PTW addresses the need to help individuals who have been laid off in industries that are unlikely to re-hire them but who have a credible business idea and strong drive to build it. It is an innovative program that acts as economic stimulus by developing new businesses which create jobs and generate revenues back to the State.

Proposed Project – CDBG funds will allow NH SBDC to offer a full range of entrepreneurial training and technical assistance services to PTW clients including:

- More than 25 online e-courses in topics such as finance, management and marketing;
- Classes on Starting a Business in New Hampshire and Financing a Business in New Hampshire;
- Courses on how to use social media for business, exporting, and starting an e-commerce business;
- Workshops on specialized topics such as Small Business Innovation Research (SBIR), business planning and construction safety; and
- Educational programming consisting of monthly speakers on topics of interest to all PTW participants, e.g. choosing an organizational structure, QuickBooks, business planning, etc. as well as a program specific short- and long-term impact measurements.

Request Summary – The CDBG grant award will allow UNH – SBDC to assist 47 Pathway to Work clients in program year 2020-2021 (same as 2019-2020). CDBG funds will be used to support training and technical assistance. NH SBDC services are delivered in individualized business advising sessions by nationally certified business counselors who have advanced degrees and have owned/managed a business. Advising assistance is supplemented by providing individualized education opportunities to participants.

CDBG Scoring

Scoring is comprised of three components. An applicant must reach a minimum score in the first component to proceed and reach a minimum score in the second two components to be considered for funding. The components of the scoring are as follows:

- Public Benefit, which examines the area need for such a project, the direct benefit to low- and moderate-income persons for technical assistance and entrepreneurial support, and the overall management capacity of the sub recipient.

- Project Design, which examines the specific experience of the sub recipient with regard to microenterprise assistance, the preparation for and delivery of business technical assistance, and the capacity to provide lending services to the potential entrepreneurs.
- Financial Feasibility, which examines the level of match funding and the costs per beneficiary.

Prior to CDFA's mid-2019 exemption from State Administrative Rules governing the CDBG program, all CDBG Microenterprise Technical Assistance Program applications were subject to the scoring process outlined in CDFA's rules. Within the "Public Benefit" scoring component, the process included five of the seven rules-based 'set factors,' each of which had a separate ranking and point-allocation system that applied *just* to the Microenterprise scoring rubric.

In 2019, in an effort to modernize the data sets that are used in CDBG scoring, CDFA developed a new 'Core Data Index' to replace the rules-based 'set factors' and applied them to all CDBG projects across the entire program. This action is definitely a positive step but has created some logistical issues in practice. For the Micro program, the new Core Data Index does not translate directly from the five set factor system used in 2019: Within the "Pubic Benefit" section, there is roughly a 20-point scoring loss between the State Rules-based scoring used in 2019 and the Core Data Index-based scoring being used in 2020. This differential was not detected when the Microenterprise scoring system was revised as part of the CDBG Application and Program Guide for FY20 and has put some current applications at a scoring disadvantage. To ensure that all projects are given fair measure, CDFA proposes to change the minimum score in the 'Public Benefit Indicators' section of the Microenterprise Technical Assistance Program scoring rubric from 170 to 150. This will offset the 20-point scoring difference from 2019 and ensure that all current 2020 program year applications are given an even and fair chance of achieving funding.

The following table summarizes the total score of each of the six applications:

Sub Recipient	Score
BEDC	436
REDC	426
NCIC	341
SBDC-Pathway to Work	338
HGC	321
WREN	296

All applications received at least the minimum score of 150 on for the "Public Benefit Indicators" section, and least a total minimum score of 270.

Community of Practice

In order to improve the quality and consistency of business technical assistance across New Hampshire, CDFA is working to create a 'community of practice' (COP) of business technical assistance providers that are supported by CDFA funds. The COP will include the following elements:

1. Development of evidenced-based business technical-assistance materials which align with the evidence-based best practices outlined by community economic development experts and entities. Materials will be used by nonprofit business TA partner organizations to deliver technical assistance and financing to businesses, and would include, but not be limited to:
    a. Training modules on business technical assistance and direct services (graphic services, co-working space, etc.);

b. Information and resource guides to Federal and State disaster and recovery resources;
c. Templates for lending, partnership agreements, intake forms, etc.; and
d. Information on how businesses can create connections with partner lenders and local organizations that can serve as a resource for employees and their family members.

2. A statewide marketing plan for TA and the providers network that would make it easier for any small business anywhere in the state to connect with effective TA.

3. Continued, long-term collaboration with the organizations engaged in the program that would facilitate:
   a. Regular communication between and among TA providers;
   b. Instruction and sharing of information and expertise to assist in the success of applicants and awardees;
   c. The highest standard of TA delivery;
   d. Troubleshooting potential issues during the grantee period of performance;
   e. Consistent tracking, documentation, outcomes data and reporting; and
   f. Support to CDFA in the evaluation of grantee/business TA partner performance.

All sub recipients in the CDFA Microenterprise Technical Assistance Program will be required to participate in and contribute to the Community of Practice.

Recommendation
Staff recommends approval of a total of **$849,730** in CDBG Microenterprise Technical Assistance Program funding for the program year July 1, 2020 through June 30, 2021. The total requested amount for the Grafton County and Cheshire County applications is $985,000. The 2020 CDBG allocation to the microenterprise program is $850,000. Therefore, staff recommend the following awards, by county

RECOMMENDED AWARDS

Sub recipient	# of Beneficiaries	Program Award	Admin Award		TOTAL AWARD
Grafton County					
BEDC	83	207,500	21,688		**229,188**
NCIC	35	87,500	9,145		**96,645**
WREN	25	62,500	6,532		**69,032**
Grafton subtotal:	143	$ 357,500	$ 37,365		**$ 394,865**
Cheshire County					
Hannah Grimes	65	162,500	12,455		**174,955**
REDC	55	137,500	12,455		**149,955**
SBDC-Pathways	47	117,500	12,455		**129,955**
Cheshire subtotal:	167	$ 417,500	$ 37,365		**$ 454,865**
TOTALS:	**310**	**$ 775,000**	**$ 74,730**		**$ 849,730**

SEP28'20 PM 3:20 DAS 23A rem.

State of New Hampshire

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
DIVISION OF ADMINISTRATION
7 Eagle Square
Concord, N.H. 03301
Telephone 603-271-2152 · Fax 603-271-0597

LINDSEY B. COURTNEY
Executive Director

September 24, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification (OPLC) to retroactively accept and expend an additional $95,315 for salary and benefit enhancements for OPLC pharmacists who administratively support the Board of Pharmacy, upon Governor and Council approval though June 30, 2021. Funding Source: **100% Agency Income.**

Further authorize the continued 68% enhancement for these pharmacist positions through June 30, 2021, while OPLC works with the Department of Administrative Services, Director of Personnel, to move these positions from classified to unclassified positions prior to the expiration of the above requested extension. This enhancement has been approved by the Governor and Executive Council since September 22, 2004, with the most recent approval on October 3, 2018 (Item # 37A) and approved through October 2, 2020.

Funds are to be budgeted in FY2021 in the following account:

01-21-21-215010-24060000 Office of Professional Licensure and Certification
Division of Health Professions

Class	Description	Current Appropriation	Requested Action	Revised Appropriation
010-500100	PERSONAL SVCS PERM CLASS	$1,920,879	$79,708	$2,000,587
018-500106	OVERTIME	$2,010	$0	$2,010
020-500200	CURRENT EXPENSES	$5,953	$0	$5,953
022-500255	RENTS-LEASES OTHER THAN STA	$13,065	$0	$13,065
026-500251	ORGANIZATIONAL DUES	$29,796	$0	$29,796
028-582814	TRANSFERS TO GENERAL SVC	$154,492	$0	$154,492
030-500301	EQUIPMENT NEW REPLACEMENT	$15,075	$0	$15,075
039-500190	TELECOMMUNICATIONS	$28,510	$0	$28,510
040-500800	INDIRECT COSTS	$2,184,083	$0	$2,184,083
046-500462	CONSULTANTS	$56,377	$0	$56,377
049-584914	TRANSFERS TO OTHER STATE AGE	$679,656	$0	$679,656

050-500109	PERSONAL SERVICE TEMP APPOIN	$313,908	$0	$313,908
060-500601	BENEFITS	$1,082,780	$15,607	$1,098,387
065-500542	BOARD EXPENSES	$129,630	$0	$129,630
066-500544	EMPLOYEE TRAINING	$5,025	$0	$5,025
070-500704	IN STATE TRAVEL REIMBURS	$78,446	$0	$78,446
080-500712	OUT OF STATE TRAVEL REIMBURS	$1	$0	$1
102-500731	CONTRACTS FOR PROGRAM SVCS	$10,000	$0	$10,000
531-500372	IMPAIRED PROGRAMS	$542,000	$0	$542,000
	TOTAL	**$7,251,686**	**$95,315**	**$7,347,001**
SOURCE OF FUNDS		**CURRENT**	**REQUESTED**	**REVISED**
		APPROPRIATION	**ACTION**	**APPROPRIATION**
REVENUE				
001-406397	TRANSFER FROM OTHER AGENCY	$154,815		$154,815
006-406491	AGENCY INCOME	$61,220		$61,220
009-401867	AGENCY INCOME	$7,035,651	$95,315	$7,130,966
	TOTAL	**$7,251,686**	**$95,315**	**$7,347,001**

EXPLANATION

In accordance with RSA 99:8, in June 2008, the Governor and Executive Council (G&C) approved the Board of Pharmacy's request for a pharmacy wage enhancement of 30% for its pharmacist positions. Since that time, G&C has continuously approved such requests, which were submitted initially by the Board of Pharmacy and thereafter by OPLC. Most recently, on July 27, 2018 (Item #18), G&C approved a 30% pharmacy enhancement for the period of August 14, 2018, to August 13, 2020, for three OPLC positions.

History of Board of Pharmacy / OPLC Pharmacist Enhancements

GOVERNOR & COUNCIL	ITEM #	ENHANCEMENT PERIOD	ENHANCEMENT %	
09/22/2004 (HHS)	53	unknown	20%	
05/02/2007	100	8/14/06 to 8/13/08 11/21/06 to 8/13/08	20% 10%	**TOTAL OF 30%**
06/25/2008	234	8/14/08 to 8/13/10	30%	
06/09/2010	161	8/14/10 to 8/13/12	30%	
07/11/2012	76	8/14/12 to 8/13/14	30%	
10/29/2014	49	8/14/14 to 8/13/16	30%	
07/13/2016	16	8/14/16 to 8/13/18	30%	
07/27/2018 & 10/03/2018	18 37A	8/14/18 to 8/13/20 8/14/18 to 10/2/20	30% 38%	**TOTAL OF 68%**

In June 2018, the Department of Corrections (DOC) analyzed the unclassified pharmacist salaries at the Department of Health and Human Services (DHHS) and determined that DOC's pharmacist salaries were 38% lower than the salaries of the pharmacists at DHHS. To ensure that DOC salaries were competitive in the marketplace, DOC requested and received approval from the Division of Personnel (DOP) and G&C to increase its pharmacists' salaries an additional 38%, bringing the DOC pharmacists' total enhancement to 68%, which was in line with the salaries of DHHS pharmacists. (Governor & Council 6/20/18, Item #79). In October 2018, based on the same reasoning as DOC and its organizational need to

retain its pharmacists, OPLC followed suit and obtained approval from the Director of Personnel and G&C to increase the agency's total pharmacy enhancement for its three pharmacists to a total of 68%. (Governor & Council 10/03/18, #37A).

FY21 Pharmacy Enhancement (Full Year Cost)

POSITION	TITLE	LABOR GRADE	STEP	2019 WAGE CHART	ADDITIONAL ENHANCEMENT 68%	TOTAL SALARY
14337	Compliance Inspector (Currently vacant – anticipated hiring date 11/6/20)	27	5	$65,949	$44,845	$110,794
22008	Compliance Inspector	27	9	$79,170	$53,836	$133,006
	TOTAL ENHANCEMENT SALARY				**$98,681**	
	TOTAL ENHANCEMENT BENEFITS				**$19,322**	
				TOTAL ENHANCEMENT COST (Full Year)	**$118,003**	

OPLC is requesting authorization to accept and expend an additional $95,315.00 for the remainder of FY21 because OPLC did not allocate sufficient funds in its FY20 and FY21 budgets to pay the pharmacy enhancement. OPLC understands that, during the budget process, full-time position salaries are automatically added to the budget software according to the amount dictated by labor grade and step, along with calculated increases. Positions with financial enhancements must be manually corrected. Although the funds for the pharmacy enhancements should have been included in OPLC's budgets, the pharmacist positions were not manually corrected, and were therefore not included in OPLC's budget during the 2019 budget process.

During a recent review of the FY20–21 budget, OPLC determined the enhancement had not been included in the budget. The current request is intended to rectify that omission for Fiscal Year 2021. During the next budget period, OPLC plans to pursue legislation to convert the two pharmacist positions to unclassified positions.

OPLC appreciates your consideration of its request. Should OPLC not receive approval to accept and expend funds requested in excess of budgeted amounts to pay the enhanced salaries, OPLC may not be able to meet its existing payroll obligations and would eventually struggle to retain its two pharmacists.

Respectfully submitted,

Lindsey B. Courtney
Executive Director
Office of Professional Licensure & Certification

Richard, Jason

From: Rudis, Lorrie
Sent: Friday, September 25, 2020 3:23 PM
To: Richard, Jason; Moranti, Michael
Cc: Courtney, Lindsey; McLocklin, Stephen A.
Subject: RE: Pharmacist Salary Enhancement - Extension

The Division of Personnel under section 904.01 approves this request with the understand that you will pursue an unclassified position for the upcoming budget 22-23.

Thank you,

Lorrie A Rudis
Lorrie A Rudis
Director, Division of Personnel
NH Department of Administrative Services
54 Regional Drive Unit #5
Concord, NH 03301

From: Richard, Jason <jason.r.richard@oplc.nh.gov>
Sent: Friday, September 25, 2020 2:58 PM
To: Rudis, Lorrie <Lorrie.A.Rudis@das.nh.gov>; Moranti, Michael <Michael.J.Moranti@das.nh.gov>
Cc: Courtney, Lindsey <Lindsey.B.Courtney@oplc.nh.gov>; McLocklin, Stephen A. <Stephen.A.McLocklin@das.nh.gov>
Subject: Pharmacist Salary Enhancement - Extension

Dear Director Rudis and Assistant Director Moranti:

The Office of Professional Licensure is seeking an extension of the 68% salary enhancement for its 2 remaining pharmacist positions noted below through 6/30/20. Before we can go to G&C, we need an approval by the Division of Personnel.

- Position # 14337 - Pharmacy Board Compliance Investigator / Inspector - LG 27
- Position # 22008 - Pharmacy Board Compliance Investigator / Inspector - LG 27

As previously discussed with your Office, OPLC will be seeking a legislative change to move these 2 pharmacist positions to unclassified positions as part of its FY22-23 budget. We would appreciate your approval to extend the current 68% enhancement through the remainder of FY21 while we work to convert these positions to unclassified.

Thank you for your consideration,

Jason Richard
Business Administrator
NH Office of Professional Licensure & Certification
7 Eagle Square

Concord, NH 03301
Tel: (603) 271-0142

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION 37A Sam
STATE OF NEW HAMPSHIRE
121 South Fruit Street
Concord, New Hampshire 03301
Telephone 603-271-6766 · Fax 603-271-0597

Joseph G. Shoemaker
Technical Division Director

Peter D. Danles
Executive Director

Sheri Walsh
Health Division Director

September 19, 2018

His Excellency, Governor Christopher Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

SEP24'18 14.56 DAS

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification, Division of Medical Professions, Board of Pharmacy's (Board) request, in concurrence with the decision of the Department of Administrative Services, Director of Personnel, dated September 18, 2018, in accordance with RSA 99:8, to supplement the existing 30% salary enhancement approved by Governor and Executive Council on July, 27, 2018, Item # 18, by a supplemental salary enhancement of approximately 38% for positions #18659, Administrator III (Chief of Compliance), Labor Grade 31 and positons #14337, and #22008, Pharmacy Compliance Investigator's, Labor Grade 27, totaling $369,360.00, effective upon Governor and Executive Council approval for the period from October 3, 2018 through October 2, 2020.

The Governor and Executive Council has approved and renewed these Board salary enhancements for our pharmacist positions since September 22, 2004, most recently on July 27, 2018, Item #18.

Funding required for this enhancement (as noted on the attached cost spreadsheet) is available for FY19 and will be budgeted for FY20-21 in the following account:

010-021-2100-24060000 – Office of Professional Licensure and Certification
Division of Medical Professions

010-500100 Regular Officers and Employees

EXPLANATION

This supplemental salary enhancement of approximately 38% for the Department's Administrator III (Chief of Compliance) and two (2) Compliance Investigator's is for the purpose of retention due to the competitive labor market and dramatic salary differences from the State's classified pay scale of compensation to the industry's level of compensation and more specifically to other State Agency's unclassified salary structure when comparing like classification occupations within the same geographic location.

To remain competitive within the labor market, OPLC is requesting this supplemental increase to the current authorized 30% salary enhancement by adjusting the classified salary pay scales to the same level of compensation as those Pharmacists who are currently paid in the unclassified pay scales reflected in labor grade KK and NN by another State Agency. OPLC has requested salary enhancements to remain competitive and attractive for recruiting and retention purposes as the agency's current classified Pharmacist salary structure does not provide the compensation necessary to retain these positions nor compete with another State Agency. The Office of Professional Licensure and Certification will have sufficient funding available to support this enhancement through October 2, 2020.

Respectfully submitted,

FOR

Peter Danles
Executive Director, OPLC

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE
121 South Fruit Street
Concord, N.H. 03301-2412
Telephone 603-271-6766 · Fax 603-271-0597

PETER D. DANLES
Executive Director

September 18, 2018

Carol Jerry
NH Deputy Director of Personnel
State House Annex
28 School Street
Concord, New Hampshire 03301

RE: Pharmacy salary enhancements

Dear Carol,

The Office of Professional Licensure and Certification (OPLC) is respectfully requesting a supplemental salary enhancement of approximately 38% for the OPLC Pharmacy Chief of Compliance and (2) Pharmacy Board Compliance Investigator/Inspectors. The purpose of this salary enhancement request is for retention due to the competitive labor market and dramatic salary differences from the State's classified pay scale of compensation to the industry's level of compensation, and more specifically to other State Agency's unclassified salary structure when comparing like classification occupations within the same geographic location.

To remain competitive within the labor market, OPLC is requesting this supplemental increase to the current authorized 30% salary enhancement by adjusting the classified salary pay scales to the same level of compensation as those Pharmacists who are currently paid in the unclassified pay scales reflected in labor grade KK and NN by other State Agencies. OPLC has requested salary enhancements to remain competitive and attractive for recruiting and retention purposes as OPLC's current classified Administrator III and Pharmacy Board Compliance Investigator/Inspector salary structures do not provide the compensation necessary to retain these positions nor compete with another State Agency.

Included with this request is information regarding current labor market salaries for Pharmacists, and a similar salary enhancement request from the NH Department of Corrections to the Governor and Executive Councilors dated May 31, 2018.

Thank you for your consideration.

Peter Danles
OPLC Executive Director

NH Board of Pharmacy
Cost of 38% Salary Enhancements
Over 2-Year Period Enhancements Will Be In Effect

Class 010 (Salaries) Increased Expenses

Position Number		Cost of 38% Enhancement (Year 1)	Cost of 38% Enhancement (Year2)	Total Cost of 38% Enhancement Over 2-Year Request
18659	Administrator III (LG 31, Step 5)	$53,040	$53,040	$106,080
22008	Compliance Investigator (LG 27, Step 8)	$50,334	$50,334	$100,668
14337	Compliance Investigator (LG 27, Step 8)	$50,334	$50,334	$100,668
	Total Cost to Board →	$153,708	$153,708	$307,416

Class 060 (Benefits) Increased Expenses - (Social Security 6.2%, Medicare 1.45%, & Retirement 12.5%)

Position Number	Title	Cost of 38% Enhancement (Year 1)	Cost of 38% Enhancement (Year 2)	Total Cost of 38% Enhancement Over 2-Year Request
18659	Administrator III (LG 31, Step 5)	$10,688	$10,688	$21,375
22008	Compliance Investigator (LG 27, Step 8)	$10,142	$10,142	$20,285
14337	Compliance Investigator (LG 27, Step 8)	$10,142	$10,142	$20,285
	Total Cost to Board →	$30,972	$30,972	$61,944

Grand Total Cost of Enhancements (Salary + Benefits) →	$184,680	$184,680	$369,360

All figures rounded to nearest dollar

TITLE VI
PUBLIC OFFICERS AND EMPLOYEES

CHAPTER 99
ADJUSTMENT OF SALARIES OF STATE EMPLOYEES

Section 99:8

99:8 Increases for Recruitment Purposes. – Upon request of the appointing authority, the governor and council are hereby authorized and empowered, notwithstanding any other provisions of the law to the contrary, upon a finding by them and a recommendation from the director of personnel that a substantial number of vacancies exist in any class of authorized positions which vacancies require an increase in salaries for recruitment of qualified personnel therefor, to increase salaries of such classified positions, any such increases to be a charge against the salary adjustment fund.

Source. 1967, 353:6. 1974, 52:6. 1986, 12:4, 1, eff. Mar. 27, 1986.

The Happy PharmD

Helping Pharmacists Create Inspiring Work and Lives

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The 2018 Pharmacist Salary Guide

Alex Barker / May 16, 2018

Of all the factors that contribute to pharmacists' employment decisions, salary is one of the biggest.

In simplest terms, pharmacist salaries are unique in that pharmacists often walk directly into a 6-figure income after graduation. While that's great for students just graduating from pharmacy school, it results in less room for salary growth over the course of a career.

In 2017, the median annual salary for pharmacists, according to the Bureau of Labor and Statistics, was $124,170 annually in May of 2017.

The lowest 10 percent earned less than $87,420 and the top 10 percent earned $159,410.

In terms of hourly pay, the **median was $59.70 per hour**.

Search

Grab your free Job Market Report

Enter your email below & get your 2018 Pharmacist Job Market Report to get the **competitive edge!**

The ranges, of course, depend largely on factors like location (State, rural vs urban), years of experience, level of education, and other variables. California, for example, has the highest paying ranges, but that's due to the extremely high cost of living.

We've reported these numbers for a while now, here's a list of previous reports:

- 2017 Pharmacist Salary Guide
- 2016 Pharmacist Salary Guide
- 2015 Pharmacist Salary Guide
- Why Pharmacists' Salaries Are Decreasing: A Conspiracy Theory

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For 2018, the news is a mixture of good and bad.

Growth is expected to hover around 6 percent, which is just under the projected average of 7 percent for all occupations.

BLS estimates that pharmacists held about 312,500 jobs in 2016.

- Pharmacies and drug stores; 43% of jobs; median pay $123,670.
- Hospitals; 25% of jobs; median pay $124,900.
- General merchandise stores; 8% of jobs; median pay $128,610.
- Food and beverage stores represent 7% of jobs; median pay $125,850.

Of those pharmacists, 1 in 5 worked part-time in 2016.

Between now and 2026, BLS predicts that an aging baby-boom generation and higher rates of chronic disease such as diabetes will increase demand for prescription medications, which is projected to increase demands for pharmacists in some healthcare settings.

First Name
Email
Send me the report!

Positions in traditional retail settings like grocery stores are predicted to decline in the face of increasing mail order and online pharmacy sales.

BLS also recognizes that the growth in the number of pharmacy schools will create more graduates and, as a result, competition for jobs. To that end, BLS predicts that residency programs could improve job prospects.

In addition to this information from BLS, we compiled information from a variety of sources to develop the most complete picture of pharmacy salaries in the U.S. You'll find information here from Drug Topics, Payscale.com, Drug Channels, U.S. News & World Report, and Salary.com.

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Drug Topics Pharmacists Salaries

Drug Topics reports that only 58 percent of pharmacists expect to get a raise in the next year, compared with 67 percent who expected to get one in 2017.

Although the majority of pharmacists reported getting pay raises in 2017, 86 percent of those pharmacists got a raise of 3% or less.

Additionally, 60% of those same pharmacists who reported pay raises also said their workloads increased accordingly, as did their stress levels.

The website also reports that overall compensation for pharmacists has changed as well, with only 43 percent receiving additional income in the form of bonuses, commission, and profit-sharing. Of those, almost half reported receiving less than $2,500.

Ten years ago, 55 percent reported receiving additional income, and the average value was $5,766.

Of the pharmacists who started new jobs in 2017, fewer than 2.6 percent of respondents landed a sign-on bonus. For purposes of comparison, 67 percent of new pharmacists reported sign-on bonuses of about $8,000 in 2008. Of those, 33 percent received relocation stipends and 3 percent got new cars.

Finally, Drug Topics reports that job demands have increased along with pay, and as stress levels climb, job satisfaction seems to be sinking.

In a separate study of the 25 cities with the highest pharmacy salaries, Drug Topics found that 16 were in California, 4 were in Texas, and Arizona, Georgia, New Hampshire, and Alabama each had one. (No cost-of-living adjustments were considered.)

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Payscale.com Pharmacist Salaries

Payscale.com reports that, as of April 2018, the median salary for pharmacists is $111,000.

With the lowest incomes at $83,726 and the upper boundary at $136,212, pharmacists generally benefit from bonuses as high as $10,287, in addition to profit sharing, medical benefits and dental coverage.

Payscale.com reports that the employer and tenure impact salary numbers, but not as significantly as location. Overall, many of the cities with higher pay reside on the west coast, while many east coast cities lag behind their western counterparts.

Pharmacists in Miami, Boston, and New York all earn less than the national average.

Additionally, Payscale.com found that certain skill sets like immunization, pediatrics, retail pharmacy, and patient counseling positively impact pharmacist salary. Conversely, pharmacists with experience in oncology,

compounding, pharmacotherapy, and mail order pharmacy did not benefit financially from their skill sets.

The study indicates that CVS Caremark offered the highest retail salaries, with Rite Aid and Kroger close behind. Walgreen's offered the lowest retail salaries of 10 companies listed.

U.S. News & World Report Pharmacist Salaries

In a 2016 study of pharmacy salaries, U.S. News & World Report found that the median salary for pharmacists was $122,230, or $58.77 hourly. The top 10 percent of pharmacists earned $157,950, and the lowest 10 percent earned $87,120.

The best paying states for pharmacists -- the states and districts with the highest mean salary -- are Alaska at $137,650, California at $136,100, New Hampshire at $128,790, Vermont at $128,380, and Wisconsin at $124, 060.

Although pharmacists have higher annual salaries that many other health care jobs, they lag behind dentists, who average $173,860, and physicians, who earn $201,840. Pharmacists do, however, make about $88,000 more annually year than pharmacy techs.

The report also noted that opportunity for advancement and stress levels are both higher than average for pharmacists.

Finally, their survey indicates that mail-order pharmacy opportunities are expanding.

Salary.com Pharmacist Salaries

Salary.com reports that the average pay for pharmacists was $127,122 as of March 29, 2018, with

pay generally ranging between $119,558 and $135,743.

In terms of hourly pay, the median wage was $61, with a range between $57 and $65.

Salary.com also reports salaries for the following job titles related to pharmacy:

- Clinical Pharmacist $113,170
- Pharmacist - Home Care $113,286
- Online Pharmacist $122,645
- Retail Pharmacist $139,459
- Pharmacist Manager $145,501
- Assistant Pharmacy Director $149,148

Shares

Drug Channels Pharmacist Salaries

Relying on numbers from the BLS (see above), this survey finds that, although pharmacist salaries are growing, they aren't keeping pace with other healthcare practitioners.

Within those results, the study found that retail pharmacy expanded, with the greatest amount of growth occurring in drugstores.

Mass merchants with pharmacies saw a drop in salary, while supermarkets with pharmacies and mail pharmacies saw a drop in total employment. Only chain, independent, and long-term care pharmacies saw growth in employment and average annual salary.

Overall, Drug Channels found that hospital employment continues to grow, up 14 percent since 2010. At the same time, employment at mail, retail and specialty pharmacies declined, with 61.6 percent of pharmacists working in these settings.

Pharmacists at mass merchants earned the highest average salaries for the fifth year in a row.

Salary Outlook Pharmacist Salaries

It should be clear by now that the salary estimates vary by source. All sources agree, though, that the rise in demand and salary has been steady, despite slowed pharmacy growth.

Additionally, the 3.1% unemployment rate for pharmacists is far lower than the national unemployment rate.

The six-figure starting salaries make pharmacy a respected occupation that offers higher-than-average income. Although job fulfillment is a combination of factors, salary is an important consideration for pharmacists.

Research the salary for the type of job you're seeking, understanding that different areas of the industry have their own income ranges, and consider the region you're working in.

Leave a Reply

Comments Sort by Oldest

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Facebook Comments Plugin

Alex Barker

Alex is the Founder of The Happy PharmD. He loves anime, his family, and video games, but not in that order.

f in

Pet Peeves (August 2018)

Let's Get Down to Business: The Value of Pharmacy Immunization

FDA Updates Guidelines to Prevent Companies From Blocking Generic Drug Competition

Pharmacists Rank Among 100 Best, Highest Paying Jobs of 2018

JANUARY 18, 2018
Jennifer Barrett
US News & World Report recently released its ranking of the highest paying and best overall jobs of 2018, and pharmacists made the cut for both lists.

For its best jobs list, US News analyzed data based on a variety of factors, capturing desirable qualities that employees seek out in their careers. This includes salary, unemployment rate, 10-year growth percentage, future job prospects, stress level, and work-life balance.

This year, pharmacists ranked as #45 among the 100 professions selected, with a $122,230 median salary, 2% unemployment rate, and 17,600 available jobs.

On the overall scorecard, the profession received 6.5 score, with an 8.7 score for salary, 6 for job market, 4 for future growth, 4 for stress, and 4 for work-life balance. In terms of job satisfaction, pharmacy was given an "above average" rating for upward mobility, "above average" rating for stress level, and "below average" rating for flexibility.

Pharmacists also secured the 21st spot among the 100 best paying jobs of 2018. Each of the jobs listed were ranked by average salary. According to US News, the best-paid 10% of pharmacists analyzed made $157,950, while the lowest-paid made $87,120.

Health care professions dominated both lists, with anesthesiologist coveting the #1 spot on the highest paying list, followed by surgeon and obstetrician and gynecologist. Dentists ranked the highest among health care professions on the overall best jobs list at #2, followed by physician assistant and nurse practitioner.

In 2017, pharmacists were highlighted on several job lists, including LinkedIn's Most Promising Jobs of 2017 and Glassdoor's Best-Paying and Most Competitive In-Demand Jobs.

You can read the full best jobs list here and the highest paying jobs list here.

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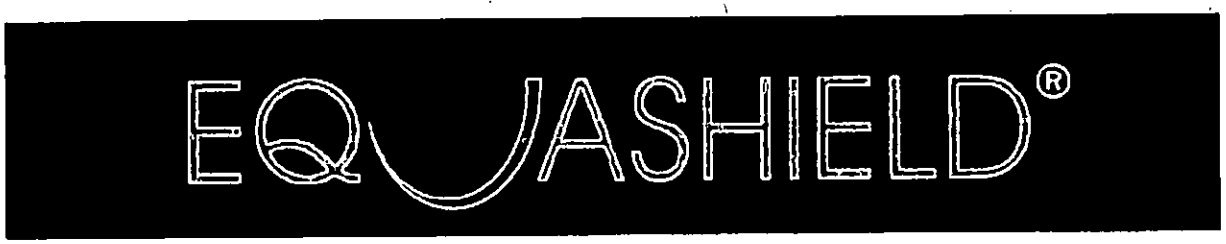
The Courses in Sterile Compounding



The Courses in Sterile Compounding

The eCourses in Sterile Compounding are CriticalPoint's Flagship offering. First released in 2007, these eCourse have been continually updated to reflect best practices and the revision of the Chapter <797>. CriticalPoint has updated the Sterile Compounding eLearning curriculum to include new course material covering Chapter <800> along with new and revised content covering <797> . As part of this process, all content has been extensively revised with additional information, high resolution images and interactivity. The new format will create a far more engaging learning experience and we believe will result in improved knowledge transfer and performance change.

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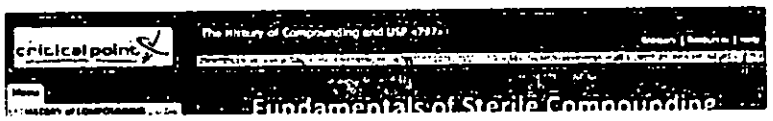
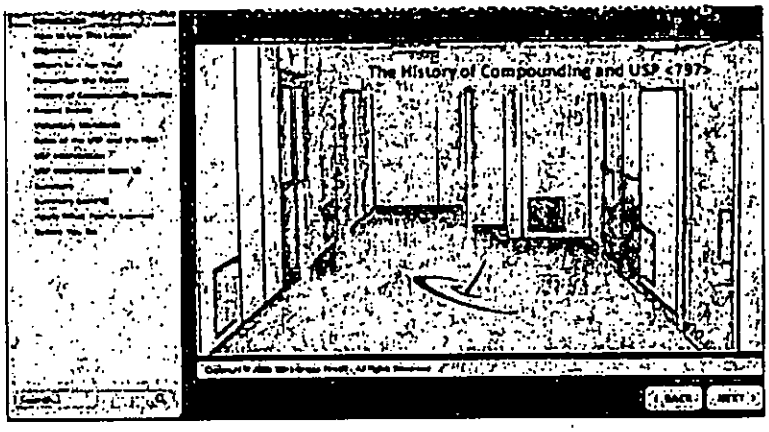
Some of the changes include:

- Individual Procedures broken down into interactive steps
- Videos demonstrating actual procedures
- Interactive exercises that check the learner's knowledge
- Lessons and Post Tests packaged together

Click here to take the first lesson titled "The History of Compounding and USP <797>"





These 28 lessons (33 hours of ACPE-approved CE) cover all topic areas relevant to sterile compounding.

Fundamentals of Sterile Compounding Curriculum 8 hours CE

The History of Compounding and USP <797>
Determining Beyond-Use Dating
Quality Releases and Final Checks of CSPs
Labeling and Packaging
Master Formulation and Compounding Records
Purpose and Effective Use of Policies and Procedure
General Elements of Documentation
Use of Automated Compounding Devices (ACDs)

Engineering Controls for Sterile Compounding 4 hours CE

Primary Engineering Controls: Function, Use, Testing and Certification (2 hours CE)
Secondary Engineering Controls: Function, Use Testing and Certification (2 hours CE)

Personnel Sampling Metrics 3 hours CE

Personnel Hand Hygiene, Garbing and Gloved Fingertip Sampling (2 hours CE)
Personnel Aseptic Media Fill and Competency Evaluation

Viable Facility Sampling Metrics 2 hours CE

Volumetric Air Sampling
Surface Sampling

Sanitization of Pharmacy Controlled Environments 3 hours CE

Overview of Cleaning and Disinfection of Pharmacy Controlled Environments
Cleaning and Disinfection of Primary Engineering Controls
Cleaning and Disinfection of Secondary Engineering Controls and Segregated Compounding Areas

Aseptic Technique and Related Work Practices 5 hours CE

Overview of Quality and Responsibilities of Compounding Personnel
Proper Material Handling
Use of Syringes, Needles, Vials, Ampules and Filters
Aseptic Technique and Conduct in Controlled Environments
Sterile Compounding on Patient Units (for nursing and medical staff)

High Risk Compounding Practices 3 hours of CE

Filtration and Sterility Testing
Moist and Dry-Heat Sterilization
Bacterial Endotoxin (Pyrogen) Testing

Requirements and Best Practices for Hazardous Drug Compounding 5 hours of CE

Hazardous Drug Introduction and Overview
Engineering Controls and Personal Protective Equipment (2 hours CE)
Hazardous Drug Work Practice Strategies (2 hours CE)

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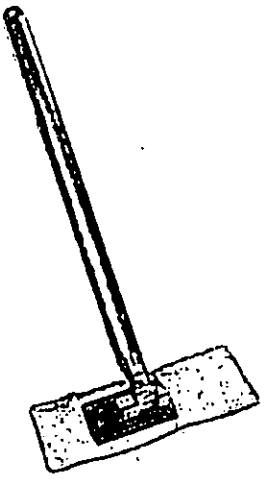

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OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
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Telephone 603-271-6766 · Fax 603-271-0597

PETER D. DANLES
Executive Director

18

JUL05'18 PM 1:15 DAS

June 29, 2018

His Excellency, Governor Christopher Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification, Division of Medical Professions, Board of Pharmacy's (Board) request, in concurrence with the decision of the Department of Administrative Services, Director of Personnel, dated June 29, 2018, in accordance with RSA 99:8, to renew the temporary 30% salary enhancement for the pharmacy positions listed below, totaling $164,831, upon Governor and Executive Council approval, for the period from August 14, 2018 to August 13, 2020.

Position Number	Title	Salary Grade
18659	Administrator III (Chief of Compliance)	31
14337	Compliance Investigator	27
22008	Compliance Investigator	27

The Governor and Executive Council has approved and renewed these Board salary enhancements for our pharmacist positions since September 22, 2004, most recently on July 13, 2016, Item #16.

Funding required for this enhancement (as noted on the attached cost spreadsheet) is available for FY19 and will be budgeted for FY20-21 in the following account:

010-021-2100-24060000 – Office of Professional Licensure and Certification
Division of Medical Professions

010-500100 Regular Officers and Employees

EXPLANATION

This salary enhancement request for the Board's pharmacy positions is for the purpose of retention due to the competitive labor market and dramatic salary differences from the State's classified pay scale of compensation to the industry's level of compensation and more specifically to other State Agency's unclassified salary structure when comparing like classification occupations within the same geographic

location. These increases are necessary in order to maintain the employment of current staff, 2 pharmacist positions and the Administrator III (Chief of Compliance). Skilled, experienced pharmacists are desired for these challenging positions and external salaries still remain substantially higher than state pharmacist salaries (see attached), making it difficult to retain qualified, credentialed individuals. The Office of Professional Licensure and Certification will have sufficient funding available to support this enhancement through August 13, 2020.

The Board appreciates your consideration of this request.

Respectfully submitted,

Peter Danles
Executive Director
Office of Professional Licensure
and Certification

Enclosure

VanSickle, Melissa

From:	Willingham, Sara J.
Sent:	Friday, June 29, 2018 9:12 AM
To:	VanSickle, Melissa
Cc:	Danles, Peter; Shevlin, Judith; McLocklin, Stephen A.; Jerry, Carol B; Rechy, Marianne R; Acevedo, Heidi; Lydick, Joanne (Mottola)
Subject:	RE: Pharmacy Salary Enhancements
Attachments:	Pharmacy enhancements 062218.docx; Cost of enhancements.xlsx

Thank you for submitting the attached justification letter and wage documentation to support the extension of the existing 30% temporary enhancements for the following pharmacy positions, due to expire in August:

Position #18659 Administrator III (Chief of Compliance)
Position #14337 Compliance Investigator
Position #22008 Compliance investigator

Under Personnel Rule 904.01(a), an appointing authority may request a temporary increase in the compensation of a class by submitting a comparison of salaries in the appropriate industry and geographic location, including occupations which are comparable to the state classification for which the increase is sought. I have reviewed the wage and compensation materials you submitted for similar pharmacy-related positions, and find you have met the documentation requirements of the Personnel Rules. Therefore you may proceed to Governor and Council with your request to extend this temporary 30% enhancement for the above listed pharmacy positions. If authorized by the Governor and Council, this enhancement will be in effect for a period not to exceed 24 months.

Sara J. Willingham, Director of Personnel
NH Division of Personnel
28 School Street
Concord, NH 03301
(603) 271-3359 FAX (603) 271-1422
sara.willingham@nh.gov

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From: VanSickle, Melissa
Sent: Wednesday, June 27, 2018 2:14 PM
To: Willingham, Sara J.
Cc: Danles, Peter; Shevlin, Judith; McLocklin, Stephen A.
Subject: Pharmacy Salary Enhancements

Good afternoon Sara.

Congratulations on your upcoming retirement. I am confident you will enjoy the next chapter of your life.

Attached is a draft letter to G&C requesting another two-year salary enhancement to retain and recruit for these positions. Below are some screen shots of current Pharmacist Salaries to support this request. We respectfully request your written approval prior to submission to DAS for inclusion on the Executive Council's agenda.

Please do not hesitate to contact us should you have any questions or need additional information.

NH Board of Pharmacy
Cost of 30% Salary Enhancements
Over 2-Year Period Enhancements Will Be In Effect

Class 010 (Salaries) Increased Expenses

Position Number	Title	Cost of 30% Enhancement (Year 1)	Cost of 30% Enhancement (Year 2)	Total Cost of 30% Enhancement Over 2-Year Request
18659	Administrator III (LG 31, Step 5)	$23,400	$24,960	$48,360
22008	Compliance Investigator (LG 27, Step 8)	$22,207	$22,207	$44,414
14337	Compliance Investigator (LG 27, Step 8)	$22,207	$22,207	$44,414
	Total Cost to Board →	$67,814	$69,374	$137,188

Class 060 (Benefits) Increased Expenses - (Social Security 6.2%, Medicare 1.45%, & Retirement 12.5%)

Position Number	Title	Cost of 30% Enhancement (Year 1)	Cost of 30% Enhancement (Year 2)	Total Cost of 30% Enhancement Over 2-Year Request
18659	Administrator III (LG 31, StepSX)	$4,715	$5,029	$9,745
22008	Compliance Investigator (LG 27, Step 8)	$4,475	$4,475	$8,949
14337	Compliance Investigator (LG 27, Step 8)	$4,475	$4,475	$8,949
	Total Cost to Board →	$13,665	$13,979	$27,643

Grand Total Cost of Enhancements (Salary + Benefits) →	$81,479	$83,353	$164,831

All figures rounded to nearest dollar

June 27, 2018

Salary.com Pharmacist Salaries

Salary.com reports that the average pay for pharmacists was $127,122 as of March 29, pay generally ranging between $119,558 and $135,743.

In terms of hourly pay, the median wage was $61, with a range between $57 and $65.

Salary.com also reports salaries for the following job titles related to pharmacy:

- Clinical Pharmacist $113,170
- Pharmacist - Home Care $113,286
- Online Pharmacist $122,645
- Retail Pharmacist $139,459
- Pharmacist Manager $145,501
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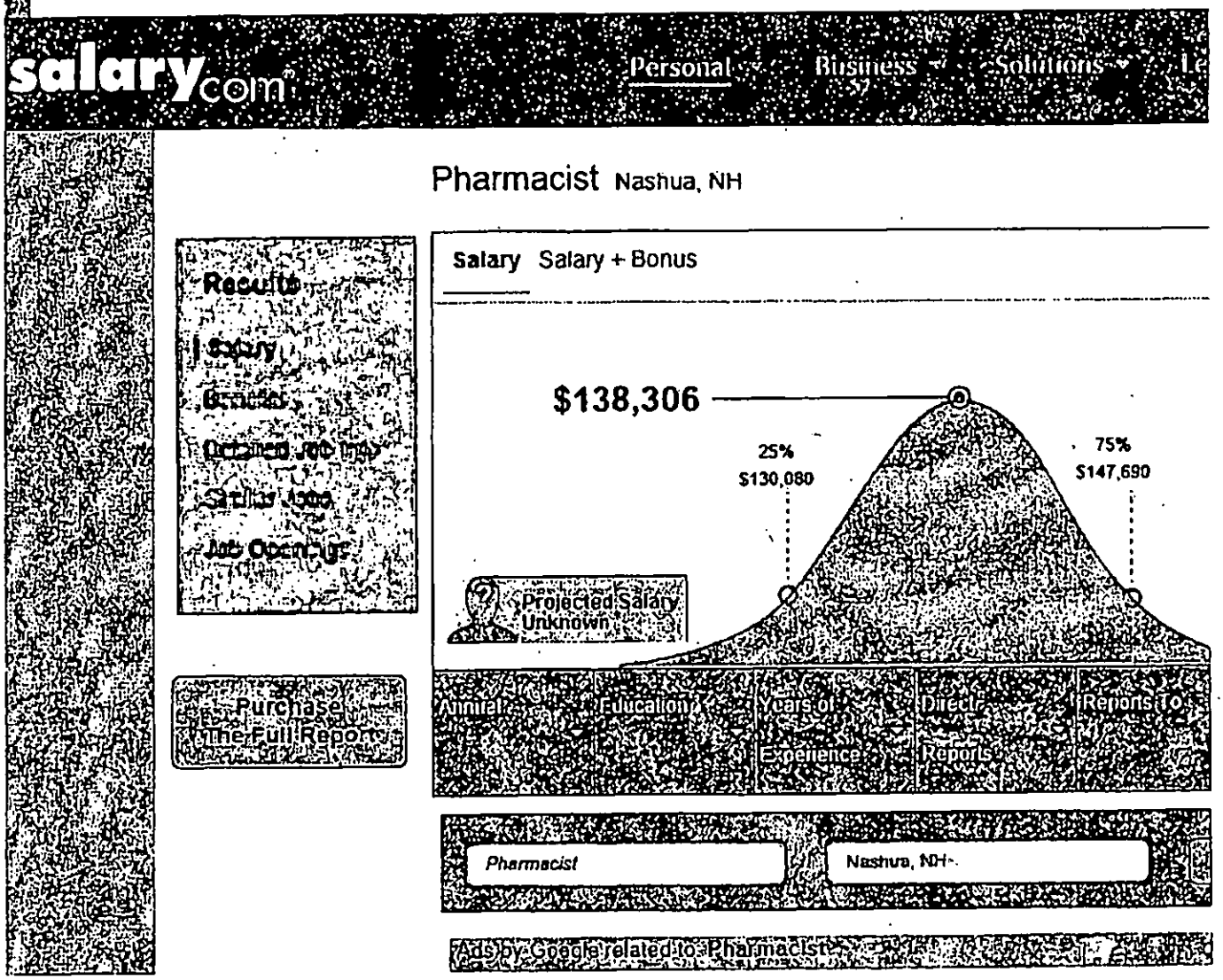

#BeVaccinated

Start the Vaccination Conversation LEARN MORE

Pharmacists Rank Among 100 Best, Highest Paying Jobs of 2018

JANUARY 18, 2018

Jennifer Barrett

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You can read the full best jobs list here and the highest paying jobs list here.

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pharmacist | Salaries

Pharmacist Salaries in New Hampshire

12,881 Salaries Updated Feb 12, 2018

Industries | Company Sizes | Years of Experience

To filter salaries for Pharmacist in New Hampshire, Sign In or Register

Average Base Pay

$129,559 /yr

$106K Low — $130K Average

Additional Cash Compensation

Average	$xx,xxx
Range	$xx,xxx

How much does a Pharmacist make?
The national average salary for a Pharmacist is $129,5
United States. Filter by location to see... More

Best regards,
Melissa

Melissa VanSickle | Director of Finance
Office of Professional Licensure & Certification
121 South Fruit Street, Concord, NH 03301-2412
Tel: (603) 271-0142 | Fax: (603) 271-0597 | Website: www.oplc.nh.gov

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OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
DIVISION OF ADMINISTRATION
121 South Fruit Street
Concord, N.H. 03301-2412
Telephone 603-271-2152 · Fax 603-271-6702

LINDSEY B. COURTNEY
Interim Executive Director

HALLIE A. PENTHENY
Director of Finance

March 20, 2020

The Honorable Mary Jane Wallner, Chair
Fiscal Committee of the General Court
State House
Concord, New Hampshire 03301

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 14:30-a, VI, authorize the Office of Professional Licensure and Certification (OPLC) to accept and expend an additional $184,680, for salary and benefit enhancements for OPLC pharmacists who administratively support the Board of Pharmacy, upon Fiscal Committee and Governor and Council approval though June 30, 2020. Funding Source: **100% Agency Income.**

Funds are to be budgeted in FY2020 in the following account:

01-21-21-215010-24060000 Office of Professional Licensure and Certification
Division of Health Professions

Class	Description	Current Appropriation	Requested Action	Revised Appropriation
010-500100	PERSONAL SVCS PERM CLASS	$1,876,902	$153,708	$2,030,610
018-500106	OVERTIME	$2,009	$0	$2,009
020-500200	CURRENT EXPENSES	$5,953	$0	$5,953
022-500255	RENTS-LEASES OTHER THAN STA	$13,065	$0	$13,065
026-500251	ORGANIZATIONAL DUES	$29,796	$0	$29,796
028-582814	TRANSFERS TO GENERAL SVC	$165,455	$0	$165,455
030-500301	EQUIPMENT NEW REPLACEMENT	$15,075	$0	$15,075
039-500190	TELECOMMUNICATIONS	$28,510	$0	$28,510
040-500800	INDIRECT COSTS	$2,159,370	$0	$2,159,370
046-500462	CONSULTANTS	$56,504	$0	$56,504

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court

March 20, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

049-584914	TRANSFERS TO OTHER STATE AGE	$672,046	$0	$672,046
050-500109	PERSONAL SERVICE TEMP APPOIN	$368,408	$0	$368,408
060-500601	BENEFITS	$1,041,620	$30,972	$1,072,592
065-500542	BOARD EXPENSES	$129,630	$0	$129,630
066-500544	EMPLOYEE TRAINING	$5,025	$0	$5,025
070-500704	IN STATE TRAVEL REIMBURS	$78,446	$0	$78,446
080-500712	OUT OF STATE TRAVEL REIMBURS	$1	$0	$1
102-500731	CONTRACTS FOR PROGRAM SVCS	$10,000	$0	$10,000
531-500372	IMPAIRED PROGRAMS	$456,600	$0	$456,600
	TOTAL	$7,114,415	$184,680	$7,299,095

SOURCE OF FUNDS		CURRENT APPROPRIATION	REQUESTED ACTION	REVISED APPROPRIATION
REVENUE				
001-406397	TRANSFER FROM OTHER AGENCY	$152,167		$152,167
006-406491	AGENCY INCOME	$60,174		$60,174
009-401867	AGENCY INCOME	$6,902,074	$184,680	$7,086,754
	TOTAL	$7,114,415	$184,680	$7,299,095

EXPLANATION

In accordance with RSA 99:8, in June 2008, the Governor and Executive Council (G&C) approved the Board of Pharmacy's request for a pharmacy wage enhancement of 30% for its pharmacist positions. Since that time, G&C has continuously approved such requests, which were submitted initially by the Board of Pharmacy and thereafter by OPLC. Most recently, on July 27, 2018 (Item #18), G&C approved a 30% pharmacy enhancement for the period of August 14, 2018, to August 13, 2020, for three OPLC positions.

History of Board of Pharmacy / OPLC Pharmacist Enhancements

GOVERNOR & COUNCIL	ITEM #	ENHANCEMENT PERIOD	ENHANCEMENT %	
09/22/2004 (HHS)	53	unknown	20%	
05/02/2007	100	8/14/06 to 8/13/08 11/21/06 to 8/13/08	20% 10%	TOTAL OF 30%
06/25/2008	234	8/14/08 to 8/13/10	30%	
06/09/2010	161	8/14/10 to 8/13/12	30%	
07/11/2012	76	8/14/12 to 8/13/14	30%	
10/29/2014	49	8/14/14 to 8/13/16	30%	
07/13/2016	16	8/14/16 to 8/13/18	30%	
07/27/2018 & 10/03/2018	18 37A	8/14/18 to 8/13/20 7/05/18 to 8/13/20	30% 38%	TOTAL OF 68%

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court

March 20, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

In June 2018, the Department of Corrections (DOC) analyzed the unclassified pharmacist salaries at the Department of Health and Human Services (DHHS) and determined that DOC's pharmacist salaries were 38% lower than the salaries of the pharmacists at DHHS. To ensure that DOC salaries were competitive in the marketplace, DOC requested and received approval from the Division of Personnel (DOP) and G&C to increase its pharmacists' salaries an additional 38%, bringing the DOC pharmacists' total enhancement to 68%, which was in line with the salaries of DHHS pharmacists. (Governor & Council 6/20/18, Item #79). In October 2018, based on the same reasoning as DOC and its organizational need to retain its pharmacists, OPLC followed suit and obtained approval from the Director of Personnel and G&C to increase the agency's total pharmacy enhancement for its three pharmacists to a total of 68%. (Governor & Council 10/03/18, #37A).

FY20 Pharmacy Enhancement

POSITION	TITLE	LABOR GRADE	STEP	2018 WAGE CHART	AUTHORIZED ENHANCEMENT 30%	ADDITIONAL ENHANCEMENT 38%	TOTAL SALARY
18659	Administrator III	31	5	$78,000	$23,400	$29,640	$131,040
14337	Compliance Inspector	27	8	$74,022	$22,206	$28,128	$124,357
22008	Compliance Inspector	27	8	$74,022	$22,206	$28,128	$124,357
				subtotals	$67,812	$85,896	
	TOTAL ENHANCEMENT SALARY					$153,708	
	TOTAL ENHANCEMENT BENEFITS					$30,972	
				TOTAL		$184,680	

OPLC is requesting authorization to accept and expend an additional $184,680.00 because, although G&C approved OPLC's request for two-year pharmacy enhancements in October 2018, OPLC did not allocate sufficient funds in its FY20 and FY21 budgets to pay the pharmacy enhancement. OPLC understands that, during the budget process, full-time position salaries are automatically added to the budget software according to the amount dictated by labor grade and step, along with calculated increases. Positions with financial enhancements must be manually corrected. Although the funds for the pharmacy enhancements should have been included in OPLC's budgets, the pharmacist positions were not manually corrected, and were therefore not included in OPLC's budget during the 2019 budget process.

During a recent review of the FY20–21 budget, OPLC determined the enhancement had not been included in the budget. The current request is intended to rectify that omission for Fiscal Year 2020. OPLC plans to return to the Fiscal Committee and G&C for the Fiscal Year 2021 budget after the enhancement for this time period is determined. During the next budget period, OPLC plans to pursue legislation to convert the three pharmacist positions to unclassified positions.

OPLC appreciates your consideration of its request. Should OPLC not receive approval to accept and

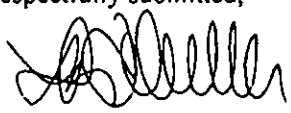
The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court

March 20, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

expend funds requested in excess of budgeted amounts to pay the enhanced salaries, OPLC may not be able to meet its existing payroll obligations and would eventually struggle to retain its three pharmacists.

Respectfully submitted,



Lindsey B. Courtney
Interim Executive Director
Office of Professional Licensure & Certification

Office of Professional Licensure and Certification (OPLC - 021)
Fiscal Situation - Fiscal Year 2020
01-21-021-2150-24060000 - Health Professions

Beginning Balance 6/30/2019	0
FY 2020 Budget Estimated Revenue	7,114,415
FY 2020 Projected Revenue over Budget	500,000
Total FY 2020 Budgeted Funding	7,614,415
Less: FY 2020 Budgeted Expenditures	(7,114,415)
Less 11/6/19 G&C Request Item #24	(9,180)
1/8/20 G&C Request Item #23	(16,250)
1/22/20 G&C Request Item #48	(58,675)
Less Current Requested Action	(184,680)
Projected Fund Balance as of 06/30/2020	231,215

Item # 37A

37A Sam

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE
121 South Fruit Street
Concord, New Hampshire 03301
Telephone 603-271-6766 · Fax 603-271-0597

Joseph G. Shoemaker
Technical Division Director

Peter D. Daoles
Executive Director

Sheri Walsh
Health Division Director

September 19, 2018

His Excellency, Governor Christopher Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

SEP24'18 14.56 DAS

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification, Division of Medical Professions, Board of Pharmacy's (Board) request, in concurrence with the decision of the Department of Administrative Services, Director of Personnel, dated September 18, 2018, in accordance with RSA 99:8, to supplement the existing 30% salary enhancement approved by Governor and Executive Council on July, 27, 2018, Item # 18, by a supplemental salary enhancement of approximately 38% for positions #18659, Administrator III (Chief of Compliance), Labor Grade 31 and positons #14337, and #22008, Pharmacy Compliance Investigator's, Labor Grade 27, totaling $369,360.00, effective upon Governor and Executive Council approval for the period from October 3, 2018 through October 2, 2020.

The Governor and Executive Council has approved and renewed these Board salary enhancements for our pharmacist positions since September 22, 2004, most recently on July 27, 2018, Item #18.

Funding required for this enhancement (as noted on the attached cost spreadsheet) is available for FY19 and will be budgeted for FY20-21 in the following account:

010-021-2100-24060000 – Office of Professional Licensure and Certification
Division of Medical Professions

010-500100 Regular Officers and Employees

EXPLANATION

This supplemental salary enhancement of approximately 38% for the Department's Administrator III (Chief of Compliance) and two (2) Compliance Investigator's is for the purpose of retention due to the competitive labor market and dramatic salary differences from the State's classified pay scale of compensation to the industry's level of compensation and more specifically to other State Agency's unclassified salary structure when comparing like classification occupations within the same geographic location.

To remain competitive within the labor market, OPLC is requesting this supplemental increase to the current authorized 30% salary enhancement by adjusting the classified salary pay scales to the same level of compensation as those Pharmacists who are currently paid in the unclassified pay scales reflected in labor grade KK and NN by another State Agency. OPLC has requested salary enhancements to remain competitive and attractive for recruiting and retention purposes as the agency's current classified Pharmacist salary structure does not provide the compensation necessary to retain these positions nor compete with another State Agency. The Office of Professional Licensure and Certification will have sufficient funding available to support this enhancement through October 2, 2020.

Respectfully submitted,

FOR

Peter Danles
Executive Director, OPLC

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE
121 South Fruit Street
Concord, N.H. 03301-2412
Telephone 603-271-6766 · Fax 603-271-0597

PETER D. DANLES
Executive Director

September 18, 2018

Carol Jerry
NH Deputy Director of Personnel
State House Annex
28 School Street
Concord, New Hampshire 03301

RE: Pharmacy salary enhancements

Dear Carol,

The Office of Professional Licensure and Certification (OPLC) is respectfully requesting a supplemental salary enhancement of approximately 38% for the OPLC Pharmacy Chief of Compliance and (2) Pharmacy Board Compliance Investigator/Inspectors. The purpose of this salary enhancement request is for retention due to the competitive labor market and dramatic salary differences from the State's classified pay scale of compensation to the industry's level of compensation, and more specifically to other State Agency's unclassified salary structure when comparing like classification occupations within the same geographic location.

To remain competitive within the labor market, OPLC is requesting this supplemental increase to the current authorized 30% salary enhancement by adjusting the classified salary pay scales to the same level of compensation as those Pharmacists who are currently paid in the unclassified pay scales reflected in labor grade KK and NN by other State Agencies. OPLC has requested salary enhancements to remain competitive and attractive for recruiting and retention purposes as OPLC's current classified Administrator III and Pharmacy Board Compliance Investigator/Inspector salary structures do not provide the compensation necessary to retain these positions nor compete with another State Agency.

Included with this request is information regarding current labor market salaries for Pharmacists, and a similar salary enhancement request from the NH Department of Corrections to the Governor and Executive Councilors dated May 31, 2018.

Thank you for your consideration.

Peter Danles
OPLC Executive Director

NH Board of Pharmacy
Cost of 38% Salary Enhancements
Over 2-Year Period Enhancements Will Be In Effect

Class 010 (Salaries) Increased Expenses

Position Number		Cost of 38% Enhancement (Year 1)	Cost of 38% Enhancement (Year2)	Total Cost of 38% Enhancement Over 2-Year Request
18659	Administrator III (LG 31, Step 5)	$53,040	$53,040	$106,080
22008	Compliance Investigator (LG 27, Step 8)	$50,334	$50,334	$100,668
14337	Compliance Investigator (LG 27, Step 8)	$50,334	$50,334	$100,668
	Total Cost to Board →	$153,708	$153,708	$307,416

Class 060 (Benefits) Increased Expenses - (Social Security 6.2%, Medicare 1.45%, & Retirement 12.5%)

Position Number	Title	Cost of 38% Enhancement (Year 1)	Cost of 38% Enhancement (Year 2)	Total Cost of 38% Enhancement Over 2-Year Request
18659	Administrator III (LG 31, Step 5)	$10,688	$10,688	$21,375
22008	Compliance Investigator (LG 27, Step 8)	$10,142	$10,142	$20,285
14337	Compliance Investigator (LG 27, Step 8)	$10,142	$10,142	$20,285
	Total Cost to Board →	$30,972	$30,972	$61,944

Grand Total Cost of Enhancements (Salary + Benefits) →	$184,680	$184,680	$369,360

All figures rounded to nearest dollar

Item #18

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE

121 South Fruit Street
Concord, N.H. 03301-2412
Telephone 603-271-6766 · Fax 603-271-0597

PETER D. DANLES
Executive Director

JUL05'18 PM 1:15 DAS

June 29, 2018

His Excellency, Governor Christopher Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification, Division of Medical Professions, Board of Pharmacy's (Board) request, in concurrence with the decision of the Department of Administrative Services, Director of Personnel, dated June 29, 2018, in accordance with RSA 99:8, to renew the temporary 30% salary enhancement for the pharmacy positions listed below, totaling $164,831, upon Governor and Executive Council approval, for the period from August 14, 2018 to August 13, 2020.

Position Number	Title	Salary Grade
18659	Administrator III (Chief of Compliance)	31
14337	Compliance Investigator	27
22008	Compliance Investigator	27

The Governor and Executive Council has approved and renewed these Board salary enhancements for our pharmacist positions since September 22, 2004, most recently on July 13, 2016, Item #16.

Funding required for this enhancement (as noted on the attached cost spreadsheet) is available for FY19 and will be budgeted for FY20-21 in the following account:

010-021-2100-24060000 – Office of Professional Licensure and Certification
Division of Medical Professions

010-500100 Regular Officers and Employees

EXPLANATION

This salary enhancement request for the Board's pharmacy positions is for the purpose of retention due to the competitive labor market and dramatic salary differences from the State's classified pay scale of compensation to the industry's level of compensation and more specifically to other State Agency's unclassified salary structure when comparing like classification occupations within the same geographic

location. These increases are necessary in order to maintain the employment of current staff, 2 pharmacist positions and the Administrator III (Chief of Compliance). Skilled, experienced pharmacists are desired for these challenging positions and external salaries still remain substantially higher than state pharmacist salaries (see attached), making it difficult to retain qualified, credentialed individuals. The Office of Professional Licensure and Certification will have sufficient funding available to support this enhancement through August 13, 2020.

The Board appreciates your consideration of this request.

Respectfully submitted,

Peter Danles
Executive Director
Office of Professional Licensure
and Certification

Enclosure

VanSickle, Melissa

From:	Willingham, Sara J.
Sent:	Friday, June 29, 2018 9:12 AM
To:	VanSickle, Melissa
Cc:	Danies, Peter; Shevlin, Judith; McLocklin, Stephen A.; Jerry, Carol B; Rechy, Marianne R; Acevedo, Heidi; Lydick, Joanne (Mottola)
Subject:	RE: Pharmacy Salary Enhancements
Attachments:	Pharmacy enhancements 062218.docx; Cost of enhancements.xlsx

Thank you for submitting the attached justification letter and wage documentation to support the extension of the existing 30% temporary enhancements for the following pharmacy positions, due to expire in August:

Position #18659 Administrator III (Chief of Compliance)
Position #14337 Compliance Investigator
Position #22008 Compliance Investigator

Under Personnel Rule 904.01(a), an appointing authority may request a temporary increase in the compensation of a class by submitting a comparison of salaries in the appropriate industry and geographic location, including occupations which are comparable to the state classification for which the increase is sought. I have reviewed the wage and compensation materials you submitted for similar pharmacy-related positions, and find you have met the documentation requirements of the Personnel Rules. Therefore you may proceed to Governor and Council with your request to extend this temporary 30% enhancement for the above listed pharmacy positions. If authorized by the Governor and Council, this enhancement will be in effect for a period not to exceed 24 months.

Sara J. Willingham, Director of Personnel
NH Division of Personnel
28 School Street
Concord, NH 03301
(603) 271-3359 FAX (603) 271-1422
sara.willingham@nh.gov

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From: VanSickle, Melissa
Sent: Wednesday, June 27, 2018 2:14 PM
To: Willingham, Sara J.
Cc: Danies, Peter; Shevlin, Judith; McLocklin, Stephen A.
Subject: Pharmacy Salary Enhancements

Good afternoon Sara.

Congratulations on your upcoming retirement, I am confident you will enjoy the next chapter of your life.

Attached is a draft letter to G&C requesting another two-year salary enhancement to retain and recruit for these positions. Below are some screen shots of current Pharmacist Salaries to support this request. We respectfully request your written approval prior to submission to DAS for inclusion on the Executive Council's agenda.

Please do not hesitate to contact us should you have any questions or need additional information.

NH Board of Pharmacy
Cost of 30% Salary Enhancements
Over 2-Year Period Enhancements Will Be In Effect

Class 010 (Salaries) Increased Expenses

Position Number	Title	Cost of 30% Enhancement (Year 1)	Cost of 30% Enhancement (Year 2)	Total Cost of 30% Enhancement Over 2-Year Request
18659	Administrator III (LG 31, Step 5)	$23,400	$24,960	$48,360
22008	Compliance Investigator (LG 27, Step 8)	$22,207	$22,207	$44,414
14337	Compliance Investigator (LG 27, Step 8)	$22,207	$22,207	$44,414
	Total Cost to Board →	$67,814	$69,374	$137,188

Class 060 (Benefits) Increased Expenses - (Social Security 6.2%, Medicare 1.45%, & Retirement 12.5%)

Position Number	Title	Cost of 30% Enhancement (Year 1)	Cost of 30% Enhancement (Year 2)	Total Cost of 30% Enhancement Over 2-Year Request
18659	Administrator III (LG 31, StepSX)	$4,715	$5,029	$9,745
22008	Compliance Investigator (LG 27, Step 8)	$4,475	$4,475	$8,949
14337	Compliance Investigator (LG 27, Step 8)	$4,475	$4,475	$8,949
	Total Cost to Board →	$13,665	$13,979	$27,643

Grand Total Cost of Enhancements (Salary + Benefits) →	$81,479	$83,353	$164,831

All figures rounded to nearest dollar

June 27, 2018

Item # 79

RHM

JUN05'18 PM 3:00 DAS

79 mc

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

May 31, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the NH Department of Corrections' request, in concurrence with the decision of the Department of Administrative Services, Director of Personnel, dated May 3, 2018, in accordance to RSA 99:8, to supplement the existing 30% salary enhancement approved by Governor and Executive Council on May 3, 2017, Item # 43, by a supplemental salary enhancement of approximately 38% for position #19851, Chief Pharmacist, Labor Grade 30 and positions #12997, #19553 and #19848, Pharmacist, Labor Grade 27, totaling $208,620.49, effective upon Governor and Executive Council approval for the period from July 1, 2018 through June 30, 2019.

EXPLANATION

This supplemental salary enhancement of approximately 38% for the Department's Chief Pharmacist and Pharmacist positions is for the purpose of retention due to the competitive labor market and dramatic salary differences from the State's classified pay scale of compensation to the industry's level of compensation and more specifically to other State Agency's unclassified salary structure when comparing like classification occupations within the same geographic location.

To remain competitive within the labor market, the Department is requesting this supplemental increase to the current authorized 30% salary enhancement by adjusting the classified salary pay scales to the same level of compensation as those Pharmacists who are currently paid in the unclassified pay scales reflected in labor grade KK and NN by another State Agency. The Department has requested salary enhancements to remain competitive and attractive for recruiting and retention purposes as the Department's current classified Pharmacist salary structure does not provide the compensation necessary to retain these positions nor compete with another State Agency. The Department will be pursuing legislation to create unclassified positions for our Chief Pharmacist and Pharmacist positions.

The funding for the salary enhancements for these positions is budgeted in the SFY 2019 State operating budget appropriation in the accounting unit, *Department of Corrections*: 02-46-46-465010-8236-010-500100, Regular Officers and Employees.

Respectfully Submitted,

Helen E. Hanks
Commissioner

Lind, Jennifer

Subject:	FW: Pharmacists - Salary Enhancement Increase
Attachments:	Pharmacist Enhancement increase request.pdf; Wage Chart-Chief Pharmacists- Feb. 2018.docx; Wage Chart-Pharmacists - Feb. 2018.docx; enhancement costs-Pharmacists.pdf
Importance:	High

From: Willingham, Sara J. [mailto:Sara.Willingham@das.nh.gov]
Sent: Thursday, May 03, 2018 9:26 AM
To: Fredette, Ella M
Cc: Rechy, Marianne R; Jerry, Carol B; Lydick, Joanne (Mottola); Acevedo, Heidi
Subject: RE: Pharmacists - Salary Enhancement Increase

Thank you for submitting your justification letter and supporting wage documentation to increase the existing salary enhancement for the Chief Pharmacist and Pharmacist positions at the Department of Corrections, including positions numbered 19851, 12997, 19533 and 19848. Under Personnel Rule 904.01(a), an appointing authority may request a temporary increase in the compensation of a class by submitting a comparison of salaries in the appropriate industry and geographic location, including occupations which are comparable to the state classification for which the increase is sought.

In your supporting documentation, you indicated that you have initiated steps to change these positions from classified to unclassified, and that the increased enhancement would bring the positions up to the unclassified salary level. You also stated that you are seeking to bring the level of compensation up to the salaries currently paid to pharmacists employed by the Department of Health and Human Services.

I have reviewed the wage and compensation materials you submitted for pharmacy-related occupations, and find you have met the documentation requirements of the Personnel Rules. Therefore you may proceed to Governor and Council with your request for authorization for a salary enhancement of an additional 38%, which would bring the total enhancement to 68% above the classified pay grade, but would make the salary consistent with the unclassified pay range. If authorized by the Governor and Council, this enhancement will be in effect for a period not to exceed 24 months.

Sara J. Willingham, Director of Personnel
NH Division of Personnel
28 School Street
Concord, NH 03301
(603) 271-3359 FAX (603) 271-1422
sara.willingham@nh.gov

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
BUREAU OF HUMAN RESOURCES
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5650 FAX: 603-223-2223
TDD Access: 1-800-735-2964

Helen E. Hanks
Commissioner

Ella M. Fredotto
HR Administrator

April 27, 2018

Sara Willingham
Director of Personnel
NH Division of Personnel
28 School Street
Concord, NH 03301

Dear Ms. Willingham:

In accordance with the NH Code of Administrative Rules per 904.01, we submitted a request to you on March 13, 2017 to continue a 30% salary enhancement for our Chief Pharmacist, Position #19851, Labor Grade 30 and Pharmacist positions #19848, 19553, 12997, Labor Grade 27, for a 24 month period from July 1, 2017 through June 30, 2019, which was approved. However, we have completed a search of current wages for Pharmacists and find that an adjustment to our enhancement request is necessary at this time.

Upon review of current trends within this profession, the enclosed Salary charts (Attachments #1 & 2) reflect that the median salary for Pharmacists is $130,439, where the State A000 pay scale for Pharmacists, at labor grade 27 maximum step is $72,910.50. With the current 30% salary enhancement, the salary currently equates to $94,783.65. The difference from the attached chart to the current salary is nearly a 38% increased salary difference. The Salary Chart for Chief Pharmacist demonstrates that the median salary is $149,297. The current State A000 pay scale for Chief Pharmacist at labor grade 30, maximum step is $84,142.50. With the current 30% salary enhancement, the salary equates to $109,385.25. The difference from that attached chart to the current salary for this position is nearly a 37% increased salary difference.

This supplemental request is to seek your approval to increase the salary enhancement currently authorized and have it adjusted to the same level of compensation as those Pharmacists who are currently paid in the unclassified pay scale reflected in labor grade KK and NN. Since 2001, the Department has continually requested salary enhancements to maintain a competitive salary for the retention and recruitment of our positions. However, the reality we face is that the current classified pay scale does not provide the compensation necessary to retain these positions nor compete with another State Agency.

In our March 2017 request, we indicated that we would be examining the possibility to move our Pharmacists positions from classified to unclassified. Currently, the Department has initiated steps to begin the process and will be proposing a Bill to the legislators to create unclassified positons for our Pharmacists and Chief Pharmacist position.

Therefore, in order to keep up with the salary trends and remain competitive, and to provide the same level of compensation to our positions as those employed with the NH Department of Health and Human Services, we are seeking an increased salary enhancement to match the unclassified pay at this time and until such time we obtain approval to create unclassified positions. A rate increase of and additional 38% would bring the total salary enhancement to 68% above their current base salaries.

Thank you in advance for your review and consideration of this request.

Sincerely,

Ella M. Fredette
HR Administrator

EF/lc
attachments

CHRISTOPHER T. SUNUNU
GOVERNOR

STATE OF NEW HAMPSHIRE

SEP22'20 AM11:48 DAS 24 48

OFFICE OF STRATEGIC INITIATIVES
107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615

DIVISION OF PLANNING
DIVISION OF ENERGY
www.nh.gov/osi

September 23, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Office of Strategic Initiatives (OSI) to enter into a contract with Smart Energy Use, LLC (VC #276441), Meredith, NH, in an amount not to exceed $38,000.00 to provide field training and technical assistance services for the federally funded NH Weatherization Assistance Program (NH WAP), effective upon Governor and Executive Council approval, through June 30, 2022. 100% Federal Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State Fiscal Years through the Budget Office if needed and justified.

Office of Strategic Initiatives, Low Income Weatherization

	FY 2021	FY 2022
01-02-02-024010-77060000		
102-500731 Contracts for Program Services	$17,845.00	$20,155.00

EXPLANATION

OSI is responsible for administering New Hampshire's statewide Weatherization Assistance Program (NH WAP). The objective of the program is to weatherize homes to reduce energy consumption, to improve occupant health and safety, and to reduce energy costs for low income households. Priority is given to the elderly, the disabled, households with children, and households with high energy usage. The state's five Community Action Agencies (CAAs) are the WAP subgrantees delivering the program in New Hampshire, under separate contracts with OSI.

The New Hampshire Weatherization Assistance Program is funded by annual grants from the United States Department of Energy (US DOE). US DOE regulations require, and funding is included to provide, regular training and technical assistance (T&TA) to all WAP personnel, both administrative and technical, involved in delivering the Program.

This proposed contract will put in the field one of the state's most experienced weatherization providers, able to mentor and instruct home energy auditors, quality control inspectors, retrofit installer technicians, crew chiefs, and others such as electrical contractors, heating and cooling contractors, health and safety experts, etc. Mr. Prausa possesses both the US Department of Energy's Quality Control Inspector credential and a

long history and familiarity with the particular requirements and complexities of training and mentoring for implementation of successful, cost effective weatherization measures. Mr. Prausa has both classroom and field instruction experience, and is able to provide WAP personnel with targeted lessons and training in best practices and procedures for thoroughly and safely weatherizing New Hampshire homes.

The same CAP employees and subcontractors who will be the beneficiaries of Mr. Prausa's instruction also provide services to the low income Home Energy Assistance (HEA) program managed by the New Hampshire electric and gas utilities for the New Hampshire Public Utilities Commission. Both the WAP and the HEA programs and their low income clients will benefit from the training and mentoring to be provided by Mr. Prausa.

OSI issued a request for proposals (RFP) on August 3, 2020, with a deadline for proposals of August 14, 2020. Smart Energy Use, LLC, was the only bidder for the contract and was selected as Contractor after OSI reviewed and approved the proposal. Smart Energy Use met or exceeded all contract requirements delineated in the RFP. OSI's previous work with this contractor – which includes contracts in both 2018 and 2019 – has demonstrated the contractor's expertise and affinity for the job, and has proved to be an excellent collaboration, fully satisfying all federal and state requirements.

In the event Federal Funds are no longer available, NH General Funds will not be requested to support this contract.

Respectfully submitted,

Jared Chicoine
Director

JC/kms

Attachment(s)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Office of Strategic Initiatives		1.2 State Agency Address 107 Pleasant Street, Johnson Hall Concord, NH 03301	
1.3 Contractor Name Smart Energy Use, LLC		1.4 Contractor Address 62 Corliss Hill Rd, Meredith, NH 03253	
1.5 Contractor Phone Number (603) 717-4206	1.6 Account Number 01-02-02-024010-77060000-500731 02WXNT20	1.7 Completion Date June 30, 2022	1.8 Price Limitation $38,000
1.9 Contracting Officer for State Agency Kirk Stone		1.10 Agency Phone Number (603) 271-2155	
1.11 Contractor Signature Date: 8/28/20		1.12 Name and Title of Contractor Signatory Charles Prausa, Principal	
1.13 State Agency Signature Date: 9/8/2020		1.14 Name and Title of State Agency Signatory Jared Chicoine, Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 9/11/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials
Date 8/28/20

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials _____
Date 6/29/20

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials _____

Date 8/28/20

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials CN
Date 5/29/20

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

EXHIBIT A

SPECIAL PROVISIONS

A. The Contractor agrees that the Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, or of the State of New Hampshire shall have access to and the right to:

(1) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and

(2) Interview any officer or employee regarding such transactions. The Contractor shall insert a clause including this paragraph, in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer/Grant Manager under the Government prime contract.

B. The Contractor, unless exempted from this requirement under 2 CFR 25.110, agrees to maintain and keep active its information in SAM (the federal "System for Award Management") until the Contractor submits the final report required under this award or receives the final payment, whichever is later.

C. The Contractor agrees that if, during the life of this contract, the Contractor becomes listed as "debarred" in SAM, then OSI will have cause to terminate the contract.

D. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 10 CFR 440 dated February 1, 2002 (Weatherization Assistance Program), the New Hampshire Weatherization Assistance Program State Plan, New Hampshire Weatherization Assistance Program Policies and Procedures Manual, and the New Hampshire Weatherization Field Guide are all considered legally binding and enforceable documents under this contract. OSI reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, suspension of Contractor personnel, disbarment of Contractor personnel, disbarment of Contractor from future contracts, and such other legal remedies as determined to be appropriate by the New Hampshire Department of Justice in the enforcement of rules and regulations pertaining to the Weatherization Assistance Program.

E. In paragraph 10 of the general provisions, the following sentence shall be deleted: "The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in Exhibit A."

F. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.

G. Program and financial records pertaining to this contract shall be retained by the Contractor for three (3) years from the date of submission of the final expenditure report or, for rewards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as stated it 2 CFR 200.333 – Retention Requirements for Records.

H. Close out of contract – All final required reports and reimbursement requests shall be submitted to the State within thirty (30) days of the completion date (Agreement Block 1.7).

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

EXHIBIT B

SCOPE OF SERVICES

1. Work Tasks:

Smart Energy Use, LLC (Contractor) will be reimbursed by the New Hampshire Office of Strategic Initiatives (OSI) for expenses incurred while providing professional services to mentor and train personnel and sub-contractors associated with the Community Action Agencies of New Hampshire and their Weatherization Assistance Programs (WAP), and while managing and overseeing and contributing to the work of the New Hampshire Weatherization Technical Committee. Tasks under this contract will include, but not be limited to, the following:

- Consultation with the OSI WAP Manager and with OSI's Quality Assurance Inspection (QAI) contractor and with OSI's WAP monitoring contractor and with OSI's WAP training and technical assistance contractor to identify weatherization field practices in need of improvement or standardization, whether by individual practitioners or the entire NH WAP network.
- Design of mentoring / training events or techniques to address identified field deficiencies or opportunities for improvement.
- Delivery of the designed mentoring / training to the appropriate audiences, either by Smart Energy Use itself or other appropriate instructor(s).
- Presentation of a short summary of outcomes from each delivered mentoring / training activity, to be provided to the OSI WAP Manager.
- Management and oversight of the work and meetings of the NH Weatherization Technical Committee, including contributions to the work product of the Committee.
- Presentation of a final report to the OSI WAP Manager after the end of each WAP program year (by July 15, 2021, and by July 15, 2022) including a compilation of mentoring / training ideas identified as potentially useful for NH weatherization practitioners but which could not be addressed within the time-frame and/or resources of this contract.
- Maintenance of the Contractor's nationally recognized Quality Control Inspector (QCI) credential.

Additional activities may be added to this work scope by agreement of both parties.

2. Term of Contract:

The term of this contract shall be from October 7, 2020, through June 30, 2022.

Should either OSI or Contractor wish to terminate this agreement prior to completion, the terminating party shall provide the other party with at least 30 days written notice and the agreement shall terminate on the date indicated, provided that the date is at least 10 days after the receipt of the notification. All hours worked, documented, and appropriately invoiced by Contractor shall be paid by OSI, provided that such work was completed in advance of the termination date.

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

EXHIBIT C

PAYMENT TERMS

In consideration of the satisfactory performance of the services described in Exhibit B, as determined by the NH Office of Strategic Initiatives (OSI), and with the expectation that the following sums are sufficient to allow Contractor to complete the scope of work described there, OSI agrees to pay Contractor Smart Energy Use, LLC, an amount not to exceed $17,845.00 (seventeen thousand eight hundred forty-five dollars) over the course of PY20 (October 7, 2020, through June 30, 2021), and an amount not to exceed $20,155 (twenty thousand one hundred fifty-five dollars) over the course of PY21 (July 1, 2021, through June 30, 2022). The total amount to be paid to Contractor over the course of the two-year contract will not exceed $38,000 (thirty-eight thousand dollars). The two program years will be managed separately; no unspent funds from PY20 will be available to meet expenses incurred in PY21.

Contractor understands that funding for year one of this contract (PY20) is assured, and that funding for year two (PY21) of this contract is contingent upon the availability, and acquisition by OSI, of federal funding for the New Hampshire Weatherization Assistance Program.

Contractor will submit invoices documenting the number of hours worked and the total amount due. Invoices will also include receipts for other project expenses, including a travel log indicating the mileage driven. Mileage will be charged at the federal rate current at the time of the trip.

Expenses will be paid by OSI to Contractor on a reimbursement basis, with appropriate documentation. Expense receipts and travel logs must be submitted for reimbursement after the expense has been incurred. One or multiple invoices may be submitted over the course of the contract period, but no more frequently than monthly. OSI will provide payment within 30 days of receipt of an approved invoice from Contractor.

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT D

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:

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
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
US DEPARTMENT OF LABOR
US DEPARTMENT OF ENERGY

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:

Director, New Hampshire Office of Strategic Initiatives,
107 Pleasant Street, Johnson Hall, Concord, NH 03301

(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;

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS, cont'd

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS
US DEPARTMENT OF LABOR
US DEPARTMENT OF ENERGY

(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)

62 Corliss Hill Rd,
Meredith, NH 03253

Check ☐ if there are workplaces on file that are not identified here.

Smart Energy Use, LLC
Contractor Name

October 7, 2020, to June 30, 2022
Period Covered by this Certification

Charles Prausa, Principal
Name and Title of Authorized Contractor Representative

Contractor Representative Signature

8/29/20
Date

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT E

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS
US DEPARTMENT OF LABOR
US DEPARTMENT OF ENERGY

Programs (indicate applicable program covered):
- Community Services Block Grant
- Low-Income Home Energy Assistance Program
- Senior Community Services Employment Program
- **Weatherization Program**

Contract Period: October 7, 2020, to June 30, 2022

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-l.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Charles Prausa, Principal

Contractor Representative Signature — Contractor's Representative Title

Smart Energy Use, LLC — 8/29/20

Contractor Name — Date

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT F

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 12529 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:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

(1) By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
(3) The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
(4) The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
(6) The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
(7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
(8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - 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 (l) (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).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions
(To Be Supplied to Lower Tier Participants)

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	Charles Prausa, Principal Contractor's Representative Title
Smart Energy Use, LLC Contractor Name	8-29-20 Date

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

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:

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	Charles Prausa, Principal Contractor's Representative Title
Smart Energy Use, LLC Contractor Name	8-29-20 Date

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT H

CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for 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.

By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Contractor Representative Signature	Charles Prausa, Principal Contractor's Representative Title
Smart Energy Use, LLC Contractor Name	8-29-20 Date

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT I

U.S. DEPARTMENT OF ENERGY
ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422 - GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Smart Energy Use, LLC, (hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation
In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices
Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or

subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Applicants by the Department of Energy, including installment payments on account after such data of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE).

Charles Prausa, Principal Signature _____ Date 8/29/2020

Smart Energy Use, LLC
62 Corliss Hill Road, Meredith, NH 03253
603-717-4206

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the New Hampshire Office of Strategic Initiatives must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the New Hampshire Office of Strategic Initiatives and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Charles Prausa, Principal

Contractor Representative Signature

8-29-2020

Smart Energy Use, LLC (Date)

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

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: 962749086

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?

X 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: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

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 SMART ENERGY USE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 30, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 597324
Certificate Number: 0004984613

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of August A.D. 2020.

William M. Gardner
Secretary of State

Certificate of Authority

I, Charles Prausa, hereby certify that I am the sole member of Smart Energy Use, LLC and have been the sole member since 2008.

I certify that I am authorized to bind the LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification and evidence that I have full authority to bind the LLC.

Signed:

Date: 6/31/2020

State of New Hampshire, County of Belknap

On this date, the undersigned officer, personally appeared Charles Prausa known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Amy L Harpell-LeMien
MY COMMISSION EXPIRES MAY 20, 2025
NOTARY PUBLIC
NEW HAMPSHIRE

PRAUSACH01 BBAUER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/25/2020

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 have ADDITIONAL INSURED provisions or 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, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME: Beth A. Bauer
PHONE (A/C, No, Ext): (603) 715-9748 FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS: bbauer@davistowle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MMG Insurance Company	15997
INSURER B : Mount Vernon Fire Insurance	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Charles R Prausa/Smart Energy Use, LLC
62 Corliss Hill Road
Meredith, NH 03253

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			BP 0433492	7/7/2020	7/7/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liab			SP2554317A	7/25/2020	7/25/2021	see below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Limits: $1,000,000 each claim/$2,000,000 aggregate

RE: Various work completed throughout the policy term.

CERTIFICATE HOLDER

NH Office of Strategic Initiatives
Johnson Hall
107 Pleasant Street
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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SAM
SYSTEM FOR AWARD MANAGEMENT

Charles Prausa Log Out

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 09/12/2020 from 8:00 AM to 1:00 PM.

ALERT: CAGE is experiencing intermittent service interruptions. SAM registrants may encounter an error validating a CAGE Code. If this happens, please try again later.

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Reports
  - Service Contract Report
  - BioPreferred Report
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

BACK TO USER DASHBOARD

SMART ENERGY USE, LLC
DUNS: 962749086 CAGE Code: 61AM9
Status: Active
Expiration Date: 02/02/2021
Purpose of Registration: All Awards

62 CORLISS HILL RD
MEREDITH, NH, 03253-5202 ,
UNITED STATES

Entity Overview

Entity Registration Summary

DUNS: 962749086
Name: SMART ENERGY USE, LLC
Business Type: Business or Organization
Last Updated By: Charles Prausa
Registration Status: Active
Activation Date: 02/03/2020
Expiration Date: 02/02/2021

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200814-1154
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

Charles Prausa

Objective

To provide high quality up to date training to new and experienced energy auditors.

Education

- University of Idaho, Moscow, Idaho
- B.S. 1973 M.F. 1975
- Forestry
- State of Maine - Energy Auditor Training and Certification.
- Building Performance Inst. (BPI)
- Numerous continuing education courses and conferences.

Experience

1975-2007

District Ranger and Resource Staff Officer positions – USDA Forest Service – Utah, Missouri, Michigan, Wisconsin, Idaho, Montana, and New Hampshire

- Served in 9 different positions over the course of this career with administrative responsibilities for work force and land management.
- Served as wildland firefighter in numerous positions including Incident commander and Incident Training officer.
- In all positions, my duties included developing training plans for employees directly under my supervision and for developing and presenting specific training courses on a variety of subjects. At times, I travelled across the country presenting different courses as a member of a training team.
- Responsible for directly and indirectly supervising up to 150 people on some units.
- Served as Acting Forest Supervisor on several occasions with the responsibility of managing 2 different National Forests.
- Served as the Research coordinator on 2 National Forests.

2008 – present

Owner – Smart Energy Use, LLC – Meredith, NH

- Performed energy audits and quality control inspections on more 1000 homes, multifamily units, and commercial businesses.
- Served as a classroom instructor for BPI Building Analyst and Manufactured Housing certification.
- Served as field instructor for BPI Building Analyst certification.
- Served as field Proctor for BPI certification testing.
- Contracted by the State of New Hampshire to provide field and weatherization training across the State.
- Served as a mentor to weatherization auditors and program managers.
- Provided advanced field training to energy auditors.
- Provided numerous training sessions to new energy auditors on TREAT software for modeling building energy use.
- Developed a TREAT Tips document to aid software users statewide.
- Provided field training to weatherization contractors.
- Served on review committees in developing NH weatherization standards and field guides.
- Became one of the 1st DOE Quality Control Inspectors in this State.
- Served for 5 years on the board of directors for a statewide organization of energy professionals with a primary focus of providing training for these professionals.

Awards & Acknowledgements

- Received numerous awards during the Forest Service career including the highest Regional award for the administration of a Ranger District and a National award for developing a $2.5 million ecosystem management cooperative project with University and federal researchers.
- Received Regional acknowledgment for training efforts in fire management and diversification of the workplace.

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NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES

September 23, 2020
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Council on Developmental Disabilities to **Retroactively** pay the National Association of Councils on Developmental Disabilities (NACDD) (VC# 164860), 1825 K Street, NW, Suite 600, Washington, DC 2006, in the amount of $4515.00 for Fiscal year 2021 membership dues effective upon Governor and Council approval for the period from October 1, 2020 through September 30, 2021. The source of funds is 100% federal.

Funding is available in the following account for State Fiscal Years 2021:

01-97-97-970010-71350000 – Developmental Disabilities Council

	FY2021
Class 026-500251 Membership Dues	$4515.00

EXPLANATION

The request is being made **Retroactive** due to delays in receiving the New Hampshire Council on Developmental Disabilities membership dues invoice from our NACDD.

The New Hampshire Council on Developmental Disabilities (Council) was established in 1971, pursuant to the federal Developmental Disabilities Act (DD Act) of 1970. Councils are located in every State and Territory and represent a Federal-State partnership to expand opportunities and improve the quality of life of people with developmental disabilities and their families. The Council is a member of NACDD headquartered in Washington, DC. The Councils in 54 states and territories are organized under the umbrella of the NACDD, which provides technical assistance to states relative to federal compliance and sharing of model practices. As a condition of membership, each state is required to pay annual organizational dues. The NH Council has been a member for many years and included this expense it its budget approved by the legislature.

2½ BEACON STREET, SUITE 10 CONCORD, NEW HAMPSHIRE 03301-4447
603.271.3236 FAX 603.271.1156 TTY/TDD 1.800.735.2964 WWW.NHCDD.ORG

Councils are charged by Federal law to identify the most pressing needs of people with developmental disabilities in their State or Territory and to develop innovative and cost effective strategies to meet those needs. Councils work to promote the independence and productivity of people with developmental disabilities and promote systems change that will eliminate obvious inequities in areas such as employment, education, and access to healthcare.

Attached are the standard questions and answers required for organizational membership. Please contact me if you have questions about this request.

Respectfully submitted,

Isadora Rodriguez-Legendre
Executive Director

National Association of Councils on Developmental Disabilities
1825 K Street NW, Suite 600
Washington, DC 20006
(202) 506-5813

NACDD
National Association of Councils on Developmental Disabilities

INVOICE

BILL TO
New Hampshire DD Council
2 1/2 Beacton Street
Suite 10
Concord, NH 03301-5004

INVOICE # FY21-NH
DATE 09/14/2020

ACTIVITY	QTY	RATE	AMOUNT
FY21 Dues	1	4,515.00	4,515.00

The mission of NACDD is to provide support and assistance to member Councils in order to promote a consumer and family centered system of services and supports.

BALANCE DUE **$4,515.00**

Organizational Dues and Memberships

Listed below are answers to standard questions required for Governor and Council organization dues and membership approval submissions:

1. How long has this organization been in existence and how long has this agency been a member of this organization?

The National Association of Councils on Developmental Disabilities (NACDD) was formed in 2002. The NH Council has been a member since its creation, and prior to that was a member of an organization of a different name that preceded it and provided similar services.

2. Is there any other organization which provides the same or similar benefits which your agency belongs to?

The Council does not belong to another organization providing the same or similar services.

3. How many other states belonging to this organization and is your agency the sole New Hampshire state agency that is a member?

Fifty four (54) States and territories belong to the organization. The Council is the sole State agency in New Hampshire belonging to this organization.

4. How is the dues structure established? (Standard fee for all states, based on population, based on other criteria, etc)

NACDD determines the dues amount based on a percentage of each state's federal allotments. Allotments are based on population.

5. What benefit does the state receive from participating in this membership?

The NACDD administers Technical Assistance to Councils and provides Councils a platform to share information on best practices and model programs. The NACDD also plays an important role in alerting State Councils on emerging federal issues impacting people with developmental issues and important national trends.

6. Are training or educational / research materials included in the membership? If so, is the cost included? Explain in detail.

Yes, training, educational and research materials are included in the cost of membership

7. Is the membership required to receive any federal grants or required in order to receive or participate in licensing or certification exams? Explain.

Membership is not required to receive federal grants, however grant and other important information is often disseminated through the NACDD.

8. Is there any travel included with this membership fee? Explain in detail any travel to include the number of employees involved, the number of trips, destination if known and purposes of membership supported trips.

Travel by Council members and staff is not included, however NACDD staff will provide technical assistance visits to New Hampshire upon request, at no cost to the Council.

9. Which state agency employees are directly involved with this organization? (Indicate if they are members, voting members, committee members, and/or officers of the organization.

There is one vote per Council on Association matters (usually the Executive Director or Chairperson).

10. Explain in detail any negative impact to the State if the Agency did not belong to this organization.

If NH did no belong to the NACDD, there would result a loss of critical technical assistance that NH relies on for federal compliance that is not available through any other source. The federal government has recently increased requirements for reporting and program evaluation using sophisticated new tools, and NACDD provides detailed instructions and training to states on implementation. The NACDD establishes a forum and platform through which the best practices in the country are shared and can be replicated, and a forum for states to share their experiences and assist one another. If NH did not belong to the NACDD, it would be the only state in the country that is not a member, it would be extremely isolated and its programs would suffer as it would not longer have access to the latest knowledge and best practices from around the country.

Submitted by:

NH Council on Developmental Disabilities
2 ½ Beacon Street, Suite 10
Concord, NH 03301-4447

Telephone: (603) 271-3236
FAX: (603) 271-1156

SEP 22 '20 AM 8:15 DHS

26 OR

BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

September 08, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Division of Economic Development to Budget and Expend $14,301 of available revenue, upon Governor and Executive Council approval through June 30, 2021. **100% Federal Funds.**

03-22-22-220510-14510000 New Hampshire Department of Business and Economic Affairs, Division of Economic Development, State Trade & Export Promo

Class/Object	Class Title	FY 21 Current Budget	Requested Change	FY21 Adjusted Budget
Revenue				
000-403944	Federal Funds	$(831)	$(14,301)	$(15,132)
	Total Revenue			
Expense				
040-500587	Indirect Costs	$0	$14,034	$14,034
041-500801	Audit Fund Set Aside	$0	$267	$267
102-500731	Contracts for Prog Serv	$831	$0	$831
	Total Expense	$831	$14,301	$15,132

EXPLANATION

This request is due to funding being required in Class 040 and Class 041 to fulfill the requirement to provide for the independent audits of federal financial assistance programs administrated by state agencies as required by the Office of Management and Budget 2 CRF Part 200 Subpart F.

Respectfully submitted,

Wildolfo Arvelo, Director
Division of Economic Development

Approved,

Taylor Caswell, Commissioner
Department of Business and Economic Affairs

100 North Main Street
Suite 100
Concord, New Hampshire 03301
603.271.2341
visitnh.gov nheconomy.com choosenh.com

SEP22'20 AM 8:15 DAS

BR

27

BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

September 08, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Division of Economic Development to Budget and Expend $17,698 of available revenue, upon Governor and Executive Council approval through June 30, 2021. **100% Federal Funds.**

03-22-22-220510-23610000 New Hampshire Department of Business and Economic Affairs, Division of Economic Development, State Trade & Export '19

Class/Object	Class Title	FY 21 Current Budget	Requested Change	FY21 Adjusted Budget
Revenue				
000-403944	Federal Funds	$(4,341)	$(17,698)	$(22,039)
	Total Revenue			
Expense				
040-500587	Indirect Costs	$0	$17,448	$17,448
041-500801	Audit Fund Set Aside	$0	$250	$250
102-500731	Contracts for Prog Serv	$4,341	$0	$4,341
	Total Expense	$4,341	$17,698	$22,039

EXPLANATION

This request is due to funding being required in Class 040 and Class 041 to fulfill the requirement to provide for the independent audits of federal financial assistance programs administrated by state agencies as required by the Office of Management and Budget 2 CRF Part 200 Subpart F.

Respectfully submitted,

Wildolfo Arvelo, Director
Division of Economic Development

Approved,

Taylor Caswell, Commissioner
Department of Business and Economic Affairs

100 North Main Street
Suite 100
Concord, New Hampshire 03301
603.271.2341
visitnh.gov nheconomy.com choosenh.com

28 mlc

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
OFFICE OF THE COMMISSIONER
172 Pembroke Road, Concord, New Hampshire 03301
Phone: 271-2411 Fax: 271-2629
TDD ACCESS: Relay NH 1-800-735-2964

September 11, 2020

His Excellency, Governor Christopher T. Sununu
And the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 94:3, I respectfully request approval be granted to the Department of Natural and Cultural Resources to authorize a salary increment for the Director of Historical Resources, Mr. Benjamin Wilson, position # 9U267, from the current salary Grade of EE, Step 3 ($76, 047.40) as set in RSA 94:1-a, I(a), to salary Grade EE, Step 4 ($80,448.16) effective August 1, 2020, upon Governor and Council approval.

EXPLANATION

This request is in accordance with RSA 94:3 which provides that the holder of any position mentioned in RSA 94:1-a shall upon recommendation by the appointing authority, be entitled to an annual increase in salary. Mr. Wilson's appointment as Director of Historical Resources, effective August 1, 2019, was confirmed by the Governor and Executive Council on April 17, 2019. Your consideration to increase his salary to Step 4 is appreciated as Mr. Wilson is handing all the duties and responsibilities associated as the Director of Historical Resources.

Respectfully submitted,

Sarah Stewart

Sarah Stewart
Commissioner

GR
29

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
BUREAU of TRAILS
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3254 Fax: (603) 271-3553 E-Mail: nhtrails@dncr.nh.gov
Web: www.nhtrails.org

September 11, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to amend a Recreational Trails Program Grant (RTP 20-16) with the Bow Pioneers Snowmobile Club, (VC#155714), by increasing the price limitation by $7,852.00 from $32,283.20 to $40,135.20 with no change to the contract completion date of December 31st, 2020 effective upon approval of the Governor and Executive Council. The original grant was approved by the Governor and Executive Council on June 24, 2020, Item #116. 100% Federal Funds

Funding is available in account, Nat'l Recreational Trails Fund, as follows:

	FY-2021
03-035-035-351510-19060000-074-500585 Grants for Public Assistance and Relief	$7,852.00

EXPLANATION

Due to increases in cost from original estimated price of job completion and unexpected permitting costs, circumstances beyond the control of the listed organization, they are unable to complete their project with current funds of $32,283.20.

The Recreational Trails Program is funded by the Federal Highway Administration. The purpose of the program is to allocate funds to the States for development and maintenance of recreational trails, trail education programs, and trail-related projects.

The Attorney General's office has approved the attached grant amendment as to form, substance, and execution.

Respectfully submitted,

Philip A. Bryce
Director

Concurred,

Sarah L. Stewart
Commissioner

Attachments
PAB/CG/ar

INCREASE OF CONTRACT WITH RESPECT
TO NATIONAL RECREATIONAL TRAILS PROGRAM GRANT FUNDS

On this the 01 day of September, 2020, the Department of Natural and Cultural Resources and the Bow Pioneers Snowmobile Club, vendor code #155714, hereby mutually agree to increase their Recreational Trails Program grant contract, #20-16, in the amount of $32,283.20, which was originally approved by the Governor and Executive Council on June 24, 2020, item #116.

- Amend the original contract amount by $7,852.00 from $32,283.20 to $40,135.20.
- All other terms and conditions of this contract shall remain the same in full force and effects as originally set forth.
- This increase is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year above written.

Mark J. Dube 9-9-20
Project Administrator/Date

9/9/20
Witness/Date

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 9th day of September, 2020, before me, Mark Dube, Project Administrator, personally appeared, known to me, (or satisfactorily proven) to be, the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal:

Notary Public

My Commission Expires: Feb. 2024

Seal: BENJI J. KINIRY MY COMMISSION EXPIRES FEB. 20, 2024 NOTARY PUBLIC NEW HAMPSHIRE

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

Chief, Bureau of Trails

9/11/20
Witness/Date

Approved as to form, substance and execution:
Attorney General's Office
Michael Haley, Attorney

Approved by Governor and Executive Council
At the _____ meeting
Item #_____

Bow Pioneers Snowmobile Club
P.O. Box 1772
Concord, NH 03302

RECEIVED
SEP 11 2020
DNCR

September 3, 2020

Mr. Chris Gamache
NH Bureau of Trails
DNCR – Parks and Recreation
172 Pembroke Road Concord, NH 03301

Dear Chris,

Bow Pioneers SMC is building a bridge on Farrington Corner Rd in Bow, NH. When we applied for this project in summer of 2019, we acquired a quote from a local contractor to base our budget off of to determine our RTP request. This summer of 2020 we acquired 3 new quotes, one of which is from the same contractor we based our budget off of. The lowest quote acquired in 2020 is higher than our original 2019 quote that we based our budget off of.

The project location is in a wetlands and we have hired a wetlands scientist and paid for permitting that increased our original costs estimates.

Therefore we respectfully request that you approve an RTP increase to our club by $7,852.00 to pay for these additional expenses. Our original contract is for $32,283.20 and with the increase will be $40,135.20.

Our club is committed to seeing this project completed and will accommodate the increase in match requirement with this contract increase using club funds. We have already put in many hours of planning, designing and volunteering in order to see this project completed.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Mark Dube

Mark Dube
Project Administrator
Bow Pioneers Snowmobile Club

BENJI J. KINIRY
MY COMMISSION EXPIRES FEB. 20, 2024
NOTARY PUBLIC
NEW HAMPSHIRE

Name: Benji J. Kiniry
Signature: Benji K
Notary Public
Exp: Feb. 20, 2024

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
BUREAU of TRAILS
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3254 Fax: (603) 271-3553 E-Mail: nhtrails@dncr.nh.gov
Web: www.nhtrails.org

May 29, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to award Recreational Trails Program grants to the organizations listed on the attached sheet (vendor codes included) in the total amount of $747,689.43 for the development and maintenance of recreational trails and trail related safety and educational projects effective upon Governor and Executive Council approval through December 31, 2020. 100% Federal Funds.

Funding is available in account, Nat'l Recreational Trails Fund, as follows:

	FY 2020
03-035-035-351510-19060000-074-500585 Grants for Public Assistance and Relief	$747,689.43

EXPLANATION

The Recreational Trails Program is funded by the Federal Highway Administration. The purpose of the program is to allocate funds to the States for the development and maintenance of recreational trails and trail related safety and educational projects.

Due to the lengthy process of executing a finalized agreement, we are requesting approval to enter into these agreements pending execution of the agreements to assist the organizations in meeting their program goals and project timelines. The Attorney General's Office has approved the attached sample grant agreement as to form and substance and has approved each agreement upon execution.

Respectfully submitted,

Philip A. Bryce
Director

Concurred,

Sarah L. Stewart
Commissioner

Attachments
PAB/CG/AR

FY-20 (Project X) Recreational Trails Program Community Grants			
Grant #	**Sponsor/Applicant**	**Vendor #**	**Grant Amount**
20-01	Bruhawachet Sno Trackers	158042	$15,130.00
20-02	Bruhawachet Sno Trackers	158042	$13,680.00
20-03	Hidden Valley Sno Riders Inc.	158266	$13,900.00
20-04	Sunset Riders ATV Club	221768	$21,040.00
20-05	White Mountain Ridge Runners	155135	$20,375.00
20-07	Blow me Down Snowriders	167138	$13,680.00
20-08	Milan Trail Huggers	259557	$79,515.13
20-09	Swift Diamond Riders	157214	$13,200.00
20-10	Hollis Nor'Easters SMC	159261	$15,520.00
20-11	Great North Woods Riders	159262	$8,000.00
20-12	Great North Woods Riders	159262	$70,150.00
20-13	Trail Dawgs SMC	157755	$29,148.66
20-14	Southern NH Snow Slickers	167086	$51,810.00
20-15	Central NH SMC	159440	$30,000.00
20-16	Bow Pioneers	155714	$32,283.20
20-19	City of Claremont	177373	$23,150.00
20-20	Milford Conservation Commission	177503	$78,790.00
20-22	Town of Durham	177383	$80,000.00
20-29	Coos Cycling Club	317042	$12,018.00
20-31	Appalachain Mountain Club	177587	$32,580.00
20-32	Randolph Mountain Club	160055	$13,719.44
20-33	The Nature Conservancy	177785	$80,000.00

Total for Community Projects: $747,689.43

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
BUREAU OF TRAILS
RECREATIONAL TRAILS PROGRAM GRANT AGREEMENT

This grant is, effective upon Governor and Council approval, between the State of New Hampshire, Department of Natural and Cultural Resources, through its Commissioner, hereunto duly authorized through the Division of Parks and Recreation Director, hereinafter referred to as the **"STATE"**, and Bow Pioneers Snowmobile Club, hereinafter referred to as the **"GRANTEE"**.

GENERAL PURPOSE

The Grantee agrees to comply with Code of Federal Regulations (CFR) Title 23 U.S. Code § 206 – Recreational trails program. The Grantee agrees to perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the Fixing America's Surface Transportation (FAST) Act of 2015.

TERM OF GRANT

This grant, and the obligations of the parties hereunder, shall become effective upon Federal Highway Administration (FHWA) and Governor and Council approval. The term of this grant shall run from the commencement date through **December 31, 2020**, with any exceptions listed on page 4.

GRANT TOTAL

The maximum amount of funds available to the Grantee pursuant to this agreement shall be $32,283.20. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

It is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of federal funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this grant in whole or part immediately. Any payments allotted but not applied for by the Grantee on the project termination date shall lapse.

COST SHARING PROVISIONS

The Grantee will be required to provide adequate documentation in a format that fully accounts for and certifies that the matching funds have been, in fact, incurred on the project. The Grantee has pledged a minimum of **20%** of the total project cost or value; $8,070.80, to the match requirement.

AMENDMENT

The Grantee agrees that they will not amend, revise, or change the approved application or work plan without the written consent of the State.

PROJECT PROGRESS REPORT

The Grantee shall submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.

SPECIAL PROVISIONS

Any equipment, steel or iron purchased with RTP funds must comply with **Buy America** requirements. Disposal of equipment in any manner shall require written authorization from the State of NH – DNCR, Bureau of Trails with approval from the FHWA. Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale shall be returned to the Bureau in the same proportion as originally funded by the Bureau.

First billing for materials/goods & equipment purchases must be accompanied by no less than three (3) competitive vendor quotes for said equipment & goods/materials if ≥ $2000, and service agreements are ≥ $10,000.

Equipment purchased through the Recreational Trails Program shall be required to display (at locations designated by the Bureau) at least one (1), but not more than two (2), decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.

Equipment purchased through the Recreational Trails Program shall be maintained in good mechanical condition. The FHWA, through the State of New Hampshire shall retain a permanent interest in the form of a lien on any and all equipment purchased through the Recreational Trails Program, for the life of the equipment.

ANNUAL EQUIPMENT REPORT

An annual equipment report on the condition and location of trail equipment purchased with grant funds shall be submitted annually by **December 31, 2021, 2022, 2023 and 2024**. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes only in perpetuity.

REIMBURSEMENT

The State agrees to reimburse the Grantee in accordance with the application rules subject to the following terms and conditions;

1. This agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.
2. It is understood and agreed by the parties hereto, that in the performance of this grant and the services hereunder, the Grantee and its servants and employees are in all respects independent contractors and shall neither be determined to be employed, nor agents of the State, nor be entitled to any benefits, worker's compensation, or emoluments provided by the State to its employees.
3. The Grantee must pay 100 percent of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoice indicating payment in full for the purchase of equipment must accompany billing.

a. Billings must be within 30 days of incurring the costs.
b. All billings must be accompanied by proof of payment such as credit card receipts or cancelled checks (front & back).
c. All billing must be accompanied by a match form showing a 20 percent match has been met for the total cost of the billing until total match for project is met.

4. A request for reimbursement may not be submitted to the State for less than 25 percent of the total grant amount. The final 25 percent of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match shall be accounted for before final payment.
5. Reimbursements will be made only for items that were listed on the Project Application and subsequent approved amendments.

COMPLIANCE AND CONSTRUCTION INSPECTION REPORT

Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within twenty-one (21) days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.

The Grantee agrees to submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.

PENALITIES

1. Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
2. Denial of future RTP funds: failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from current grant year.

RECORD RETENTION

All program and financial records shall be retained by the Grantee for State and Federal audit purposes and available for public inspection for a period of three (3) years after the final payment on the project.

At a minimum, the following records shall be maintained and made available for audit: invoices for purchased materials and for all design and construction costs (indicating check number and date paid on each invoice), cancelled checks or copies thereof, bid, solicitation, and procurement documents, work changes, and change orders.

SOVEREIGN IMMUNITY AND INDEMNIFICATION

The Grantee covenants to indemnify and hold harmless the State from, and against, any and all losses suffered by the State, and any and all claims, liability or penalties asserted against the State, by or on behalf of any person, on account of, based in, resulting from, arising out of, (or which may be claimed to have arisen out of) the acts or omissions of the Grantee. Nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State. This covenant shall survive the termination of the grant.

RECREATIONAL TRAILS PROGRAM GRANTEE INFORMATION

Organization Name: Bow Pioneers Snowmobile Club Vendor Code: 155714

Grant #: 20-16 Grant Amount: $32,283.20 Match Pledged: $8,070.80

Appropriation Code
1906 0000-074-500585

Contract Expiration Date
December 31, 2020

Mark J. Dube 4-3-20
Grantee/Date

Witness/Date 4/3/20

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

On this the 3rd day of April, 2020, before me, Mark J. Dube, Project Administrator, appeared, known to me, (or satisfactorily proven) to be, the person subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

~~Justice of the Peace~~/Notary Public Benji K

My commission expires Feb. 20, 2024 Seal:

BENJI J. KINIRY
MY COMMISSION EXPIRES FEB. 20, 2024
NOTARY PUBLIC
NEW HAMPSHIRE

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

Chief, Bureau of Trails

Margaret Morrison 5/26/2020
Witness/Date

Approved as to form, substance and execution: Gill Pender 5/26/20
Attorney General's Office

Contract expires **December 31, 2020**

Approved by Governor & Council
at the 6/24/2020 10:00 am meeting
Item# 116

SEP22'20 AM11:19 DAS

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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
STATE COUNCIL on the ARTS

19 Pillsbury Street CONCORD, NEW HAMPSHIRE 03301

September 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, State Council on the Arts, to enter into a **Retroactive** amendment to an existing contract (Contract #1074403) with artist Emily Boucher (VC #309185), Dover, NH in the amount of $18,952 for creation of artwork for the Merrimack County Superior Court in Concord, NH by extending the completion date from September 30, 2020 to March 31, 2021 effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on June 24, 2020, Item #116A. 100% Other Funds (Agency Income)

EXPLANATION

Pursuant to RSA 19-A:10, the Percent for Art Selection Committee commissioned Emily Boucher to create a bronze bas-relief entitled *The Mother of All Rivers* for the Merrimack County Superior Court. Ms. Boucher realized she would not be able to finish her artwork by the September 30, 2020 contract completion date and therefore requested an extension. However, an amendment for the extension was not processed in time to seek approval at an earlier Governor and Executive Council meeting and now retroactive approval is being sought.

The Attorney General's office has reviewed and approved this contract amendment s to form, substance and execution.

Respectfully submitted,

Sarah L. Stewart
Commissioner

AMENDMENT OF P-37 CONTRACT AGREEMENT

The Department of Natural and Cultural Resources and Emily Boucher, hereby mutually agree to amend the contract to for creation of artwork for the Merrimack County Superior Court in Concord, originally approved by Governor and Executive Council on June 24, 2020 (Item #116A) and with a completion date of September 30, 2020, as follows:

1. Amend the contract by changing the completion date from September 30, 2020 to March 31, 2021;
2. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
3. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

For the Contractor:

Emily Boucher — Date: 8/20/2020

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 20 day of August, before me Cassandra Mason the undersigned officer, personally appeared Emily Boucher, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal:

Cassandra Mason
Notary Public/Justice of the Peace\

My Commission Expires: 8/26/2020

For the Department of Natural and Cultural Resources:

Virginia Lupi, Director
NH State Council on the Arts — Date: 9/7/20

Sarah L. Stewart, Commissioner — Date: 9/21/2020

Approved as to form, substance and execution:

Attorney General
Attorney, Michael Haley — Date: 9/21/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/11/2019

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 have ADDITIONAL INSURED provisions or 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
Kennebunk Savings Insurance
50 Portland Road
PO Box 770
Kennebunk ME 04043

CONTACT NAME: Laurinda Moreno
PHONE (A/C, No, Ext): (207) 985-2941 FAX (A/C, No): (207) 985-3122
E-MAIL ADDRESS: laurinda.moreno@kennebunksavings.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Northfield Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Emily Boucher and Bryan Boucher
5 Silver St
Dover NH 03820

COVERAGES CERTIFICATE NUMBER: 19-20 Master 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			WS384616	11/15/2019	11/15/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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 [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Certificate of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Certificate.

CERTIFICATE HOLDER

Dept of Natural and Cultural Resources.
19 Pillsbury 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

Margaret Bugh

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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
STATE COUNCIL on the ARTS

19 Pillsbury Street CONCORD, NEW HAMPSHIRE 03301

116A

June 16, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, State Council on the Arts, to enter into a contract with artist Emily Boucher (VC #309185), Dover, NH in the amount of $18,952 for creation of artwork for the Merrimack County Superior Court in Concord, NH effective upon Governor and Executive Council approval through September 30, 2020. 100% Other Funds (Agency Income)

Funding is available in account, State Art Fund, as follows:

	FY 2020
03-035-035-353510-41000000-054-500526 - Trust Fund Expenditures	$18,952

EXPLANATION

Pursuant to RSA 19-A:10, The Percent for Art Selection Committee (which is made up of representatives from the agency responsible for the building under construction, the project architect, a state legislator from the district where the building is located, a local representative, a professional artist, and representatives from the State Arts Council) recommends the following artist commission for the Merrimack County Superior Court.

Emily Boucher, consistent with the Request for Proposals dated April 24, 2019 and reflected in the artist's proposal received on June 7, 2019, will create a bronze bas-relief entitled *The Mother of All Rivers*, six textured bronze panels framed with cherry hardwood. Three of the panels are rectangles and three are half circles located above each rectangle. The textures of each panel varies with the rectangles reminiscent of rippling water with leaves floating on the surface, the half circle sky elements of clouds and sun. The piece is meant to invoke a sense of calm and mirrors the architecture of the State House windows and dome.

The Attorney General's office has reviewed and approved this agreement as to form, substance and execution.

Respectfully submitted,

Sarah L. Stewart
Commissioner

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH State Council on the Arts	1.2 State Agency Address 19 Pillsbury St. Concord, NH 03301
1.3 Contractor Name Emily Boucher	1.4 Contractor Address 5 Silver St Dover, NH 03820
1.5 Contractor Phone Number 603.370.8210 / 1.6 Account Number 353510-41000000-406342	1.7 Completion Date September 30, 2020 / 1.8 Price Limitation $18,952
1.9 Contracting Officer for State Agency Sarah Stewart, Commissioner	1.10 State Agency Telephone Number (603) 271-2789
1.11 Contractor Signature E Boucher Date: 1/4/20	1.12 Name and Title of Contractor Signatory Emily Boucher, artist
1.13 State Agency Signature Sarah Stewart Date: 2/11/20	1.14 Name and Title of State Agency Signatory Sarah Stewart, Commissioner
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Larrie A. Rucks Director, On: February 20, 2020	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Jill Ruhm On: 2/26/20	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:	

State of New Hampshire
County of Strafford
1/4/2020

TRACY E. HUGHES
Notary Public, State of New Hampshire
My Commission Expires Aug. 23, 2022

Contractor Initials EB
Date 1/4/20

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials EB
Date 1/4/20

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials EB
Date 1/4/20

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials EP
Date 1/4/20

EXHIBIT A – Emily Boucher
Special Provisions

USE:
Once the Artwork is completed and becomes the property of the State, the State will not permit any use of the Artist's name or misuse of the Artwork which, in the State's opinion, would reflect discredit on the Artist's reputation or violate the spirit of the Artwork.

All preliminary data and research leading up to the execution of the final Artwork purchased by the State remain the sole property of the Artist.

The imagery developed by the Artist for the Artwork may continue to be used as the Artist chooses for other original works of art.

INSURANCE:
Section 14.1 pertaining to general liability is modified to so that the Comprehensive General Liability is $1,000,000 and $2,000,000 in aggregate.

Section 14.3 is modified so that the artist is responsible 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.

REPRODUCTION:
The Division of the Arts shall have the right to reproduce the image of the Artwork for purposes of supporting and promoting New Hampshire arts and for publicity purposes such as within booklets, press releases, Division of the Arts Website, e-news, etc., with credit given to the Artist in all cases.

ASSURANCE:
The materials of the artwork and installation hardware shall remain free from all defects for a period of 60 days from the date of installation. Any defect noted within 60 days of the installation date shall be repaired by the Artist at his/her expense. The date and remedy of any repair shall be coordinated with and approved by the NHSCA staff. Any repair shall restore the artwork to a condition requiring minimal maintenance as originally stated in the Request for Proposals. Should the artist fail to remedy any defect within 60 days of notification of defect, the State may deem the artists in default and pursue legal remedies as provided in Section 8 of the P-37 Form.

Contractor Initials EB

Date 1/4/20

EXHIBIT B – Emily Boucher
Services

SERVICES & INSTALLATION

Consistent with the Request for Proposals dated April 24, 2019 and reflected in the artist's proposal received on June 6, 2019, Emily Boucher will create and install at the Merrimack County Superior Court a bronze bas-relief *Mother of All Rivers* 3'1 ½" X3' ¾" X 2 ½".

Contract cost includes transportation and installation.

INSTALLATION:
An employee of the NHSCA will coordinate scheduling of transportation and installation of artworks and will be present onsite to assure contract compliance on the scheduled installation day. Installation shall take place during normal business hours and the artist agrees to take all reasonable precautions to avoid unsafe conditions for patrons and employees of the site.

The artist is required to arrive fully prepared for the installation of the artworks on the scheduled installation day.

A pre-installation site visit may be scheduled by NHSCA staff to help the artist assess installation requirements, as requested by the artist.

Contractor Initials EB

Date 1/4/20

EXHIBIT C – Emily Boucher
Payment

PAYMENT:

The Artist shall be compensated by the State of New Hampshire (State) in the total amount of the contract, which shall constitute full payment for all services, materials, travel, delivery, and installation (if specified under Exhibit B) to be furnished under the terms of this agreement. Such compensation shall be made in three installments, and processed upon receipt of invoices submitted by Artist:

Commissions:

- First payment: Thirty-five percent (35%) of the amount referenced above shall be paid upon the effective date of this contract.
- Second payment: Thirty-five percent (35%) of the amount referenced above shall be paid when the project is seventy percent (70%) completed.
- Third and final payment: Thirty percent (30%) shall be paid after final acceptance by the State, wherein the State signifies that the Artwork has been completed.

Upon receipt and approval of the final invoice by the State, completion of an "Artist Worksheet" by the Artist detailing final information and recommendations for maintenance on the Artwork, and in consideration of the satisfactory performance of the services as determined by the State, the State shall consider this acceptance of the Artwork and submit invoice for processing.

The payment by the State of the full contract price shall be the sole compensation to the Artist for services and reimbursement to the Artist for all expenses, of whatever nature, in the performance of this contract and shall be considered complete. The State shall have no liability to the Artist other than the contract price.

Contractor Initials EB

Date 1/4/20

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/11/2019

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 have ADDITIONAL INSURED provisions or 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
Kennebunk Savings Insurance
50 Portland Road
PO Box 770
Kennebunk ME 04043

CONTACT NAME: Laurinda Moreno
PHONE (AC, No, Ext): (207) 985-2941 FAX (AC, No): (207) 985-3122
E-MAIL ADDRESS: laurinda.moreno@kennebunksavings.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Northfield Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Emily Boucher and Bryan Boucher
5 Silver St
Dover NH 03820

COVERAGES CERTIFICATE NUMBER: 19-20 Master 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			WS384616	11/15/2019	11/15/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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 [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Certificate of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Certificate.

CERTIFICATE HOLDER

Dept of Natural and Cultural Resources.
19 Pillsbury 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

Margaret Bugh

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Emily Boucher

Mailing Address
5 Silver St
Dover, NH 03820

Studio Visits by Appointment
at Sanctuary Arts
117 Bolt Hill Rd
Eliot, ME 03903

[redacted]

[redacted]

MoonPoolStudios.com

Business Owner

Co-Owner, Moon Pool Studios, Dover, NH – 2015 - Present
Contractors in the fine art field specializing in the lost wax process of bronze casting & resin art casting · Husband & wife owned and operated · Mold making · Wax patterning · Sculpting · Project management · Main contract with Green Foundry in Eliot, ME where we have worked on projects for artists including Ann Hirsch, Michael Alfano, Jud Hartmann, Christopher Gowell, Erik Durant, Peter DeCamp Haines, Michael Locascio, Dave Cole, Pam Pindell & more · Some of the hundreds of bronze projects that we have made molds & wax patterns for include Archie by Valery Mahuchy located in Meredith, NH; Two children for the Bill Russell Legacy Project by Ann Hirsch located at City Hall Plaza, Boston, MA; *A Young Bull* by Michael Alfano located at the Ashland Public Library, Ashland, MA; The New Bedford Fishermen's Tribute Monument by Erik Durant located at the State Pier, New Bedford, MA; MA State Representative Tom Lopes Memorial Statue by Erik Durant located at the Tom Lopes Memorial Park, New Bedford, MA

Artist

Seller, Sanctuary Arts Open House & Art Fair; Eliot, ME – Dec 2, 2018
Artist, Chaya Studio Jewelry Holiday Benefit Pop-Up Shop; South Portland, ME – Nov 24-Dec 24, 2018
Artist, *Monozukuri: Japanese Inspired Works*, Arundel Farm Gallery; Arundel, ME – May 26-Jun 16, 2018
Seller, Sanctuary Arts Open House & Arts Fair; Eliot, ME – Dec 12, 2017
Seller, Another Anime Con, Raddison Hotel; Manchester, NH – Oct 14-16, 2016
Performer, Iron Guild (Performance Iron Casting); Eliot, ME – 2011-2013
Actor, Appearance as Iron Guild Member, Sekai no hate made itteq, a Japanese television variety show, Episode #207, Mac Steel; Rutland, VT – 2012

Work History

Instructor, Sanctuary Arts; Eliot, ME – 2017-Present
Origami Flowers Workshop; Upcoming, Spring, 2019
Direct Wax Sculpting; Summer, 2018
Rubber Mold Making for Artist; Fall, 2017

Graphic Design Assistant, Emerson College; Boston, MA – 2012-2013
Student assistant for Associate Professor Lisa Diercks of the Department of Writing, Literature & Publishing · Prepared student magazine projects for publication on issuu.com and WebCT/ [redacted] Edited student magazines for consistency using Adobe Acrobat · Researched and copied articles for use in undergraduate and graduate graphic design courses

Education

Keene State College; Keene, NH – BA English, minor in Writing, 2009
Emerson College; Boston, MA – MA Publishing & Writing, 2013

Volunteer Work

Nonprofit Volunteer Board Member, Friends of Aomori; Portland, ME – Jun 2018-Present
Fundraising Committee Member · Programs Committee Member · Identification of potential donors, fundraiser opportunities and ideas for sharing information about the sister-state relationship between Maine & Aomori Prefecture, Japan · Participation in packing and shipping Maine-Aomori Printmaking Society artist prints to Japan for exhibition · Making origami flowers to give out with donations · Manning tables & giving out historical & cultural information about Aomori Prefecture & its relationship with Maine

Volunteer, Dover Public Library; Dover, NH – Apr-Nov, 2017
Worked toward the identification and labelling of book series throughout the library · Applied color coded stickers, numbered, applied tape and rearranged books in series order on shelves · Identified and marked series through use of NoveList, Koha Reports, and Excel documentation

English Tutor, Dover Adult Learning Center; Dover, NH – Feb-Nov 2017
Tutored for the ATI's Test of Essential Academic Skills (Reading & English and Language Usage Sections) & for advanced English language learners

Book Processing Volunteer, Concord Public Library; Concord, NH – May 2010 - Apr 2011
Stamped, labeled, and applied book jackets to new books · Mended books with cracked spines and torn pages/book jackets

Past Internships

Spring Intern, Publishing Works; Exeter, NH – Feb - Apr 2011
Took in-house inventory · Wrote and edited book copy · Researched and contacted potential book reviewers, buyers, and locations for author signings and readings

Archives Intern, American Independence Museum; Exeter, NH – May - Sep 2010
Catalogued the museum's collection of paper archives related to the Society of the Cincinnati of NH

References

Lauren Dow, Green Foundry. Contact: greenfoundry@gmail.com
Christopher Gowell, Sanctuary Arts. Contact: christopher@sanctuaryarts.org

SEP22'20 PM12:58 DAS

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The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

September 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to approve a Clean Water State Revolving Fund (CWSRF) loan agreement with the Town of Effingham (VC #159990 B001) in an amount not to exceed $75,000, to finance the Province Lake Drainage Improvement Analysis for Bailey Road under the provisions of RSA 486:14 and N.H. Code of Admin. Rules Env-Wq 500 et seq., effective upon Governor & Council approval. Funding is 100% CWSRF Repayment Funds.

Funding is available in the account as follows:

	FY 2021
03-44-44-441018-2001-301-500832 Dept. Environmental Services, CWSRF Loan Repayments, Loans	$75,000

EXPLANATION

The purpose of the requested action is to authorize the Town of Effingham to borrow up to $75,000 from the CWSRF to finance the Province Lake Drainage Improvement Analysis for Bailey Road. The main deliverables for this project will include an alternative Analysis Report describing potential alternatives for improvements/replacement of the current infrastructure and development of conceptual designs and cost for up to three alternatives.

The Supplemental (final) loan amount will be based upon the total CWSRF funds disbursed, and may be less than $75,000. Under federal capitalization grant requirements, this loan includes principal forgiveness of up to $75,000.

Attached is a tabulation of the CWSRF showing the effect of this action on the funds available for loans.

We respectfully request your approval.

Robert R. Scott, Commissioner

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964

DEPARTMENT OF ENVIRONMENTAL SERVICES
WATER DIVISION
CLEAN WATER STATE REVOLVING FUND

Supplemental information to Governor and Council request for loan agreements under RSA 486:14 and N.H. Admin. Rules Env-Wq 500 for the municipality listed below

This request will change the balance available for loans as follows:

	CWSRF Repayment
Repayment Funds as of August 28, 2020	$62,813,163
Loan Agreement(s) This Request:	
Town of Effingham	$75,000
Other Requested Action(s)	
Net Change	$75,000
Balance Available after G & C Approval	$62,738,163

STATE OF NEW HAMPSHIRE

WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM
TOWN OF EFFINGHAM, NEW HAMPSHIRE
(Project No. CS-330036-01)

ORIGINAL LOAN AGREEMENT

I. This Agreement is between the State of New Hampshire Water Pollution Control Revolving Loan Fund Program (State) and the **Town of Effingham, New Hampshire** (Loan Recipient) in accordance with RSA 486:14 and New Hampshire Code of Administrative Rules Env-Wq 500 (Rules) for the purpose of financing, to the extent of the aggregate amount of funds transferred (Disbursements) to the Loan Recipient made hereunder, the **Province Lake Drainage Improvement Analysis for Bailey Road** (Project) now being undertaken by the Loan Recipient. The Project is described in Exhibit A. The Loan Recipient shall abide by all of the requirements of RSA 486:14 and the Rules.

II. The State agrees to loan to the Loan Recipient, and the Loan Recipient agrees to repay to the State, in accordance with the terms of this Agreement, the principal sum of **Seventy-Five Thousand and 00/100 Dollars ($75,000)** (Principal Sum) or such lesser amount as shall equal the aggregate of Disbursements made hereunder by the State to the Loan Recipient. Pursuant to federal capitalization grant requirements and/or other allowances, additional financial assistance in the form of principal forgiveness will be applied to the loan upon the initial repayment as follows: A portion of the principal sum, not to exceed **Seventy-Five Thousand and 00/100 Dollars ($75,000)** or up to **100%** of the total of Disbursements, whichever is less, if the planning evaluation meets the State's guidelines for planning evaluation projects as determined by the State at the completion of the project. In addition to the principal sum, the Loan Recipient agrees to pay the applicable interest accrued as described in Paragraphs III, V, and VII. Federal financial assistance provided

through the Water Pollution Control Revolving Loan Fund Program (CFDA #66.458) may comprise all or a portion of the Principal Sum. Any Disbursement or other payment from the State to the Loan Recipient is contingent upon the availability of funds.

III. Disbursements shall be made on a periodic basis, as requested by the Loan Recipient, but not more frequently than monthly, subject to the approval of the amount of each Disbursement by the State. The State shall approve the amount requested if it determines that the costs covered by the request are eligible under Env-Wq 504.02 through Env-Wq 504.04, as applicable. Interest on each Disbursement shall accrue on the outstanding principal balance from the date of the Disbursement at the rate of 1% per annum computed on the basis of 30-day months and 360-day years until the date of Substantial Completion of the Project or the date of Scheduled Completion, whichever is earlier. At the option of the Loan Recipient, such interest may be paid (1) prior to the commencement of Loan repayment, (2) at the time of the first Loan repayment, or (3) by adding the charges to the to the outstanding principal Loan balance so long as the Loan Recipient's authority to borrow is not exceeded.

IV. The aggregate of the Disbursements shall be consolidated by a Promissory Note (Note) of the Loan Recipient in a Supplemental Loan Agreement issued under and in accordance with the applicable provisions of this Agreement and the Municipal Finance Act, RSA 33, as amended and supplemented, including the provisions of RSA 486:14. The Note shall be substantially in the form of Exhibit B.

V. The interest rate applicable to the Note will be **2.0000%**, as determined in accordance with RSA 486:14 and Env-Wq 500 et seq.

VI. The Loan Recipient hereby authorizes the State to compute the payments of principal and interest on the Note. The principal shall be paid in full within **5 years** from the date of the Note. Note payments shall commence within one year of the Substantial Completion date of the Project or the Scheduled Completion date of the project, whichever is earlier. The Scheduled Completion date is hereby determined to be **September 2, 2021;** however, should the project experience an excusable delay, an extension may be granted by the Commissioner of the Department of Environmental Services upon request in writing by the Loan Recipient. In no event shall Note payments commence later than ten years from the effective date of this Agreement.

VII. The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any part of the outstanding principal or interest of the Note.

VIII. In the event of a default in the full and timely remittance of any Note payment, any State Aid Grant funds payable to the Loan Recipient under RSA 486:1 may be offset against and applied to the payment of any obligations that are due hereunder. The Loan Recipient agrees to be liable for all costs of collection, legal expenses, and attorney's fees incurred or paid by the State in enforcing this Agreement or in collecting any delinquent payments due hereunder.

IX. No delay or omission on the part of the State in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion shall not be construed as bar to any right and/or remedy on any future occasion.

X. The Loan Recipient agrees to comply, and to require all of its contractors to comply, with all applicable state and federal requirements contained in the Rules and applicable state and federal laws, including those specific requirements outlined in Exhibit C.

XI. The effective date of this Agreement shall be the date of its approval by the Governor and Executive Council. This Agreement may be amended, waived, or discharged only by a written instrument signed by the parties hereto and only after approval of such amendment, waiver, or discharge by the Governor and Executive Council.

XII. 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. The parties hereto do not intend to benefit any third parties and, consequently, the Agreement shall not be construed to confer any such benefit.

XIII. The Loan Recipient acknowledges that by accepting the Loan it will be a sub-recipient of federal financial assistance and, as such, subject to requirements of the federal Single Audit Act and subsequent amendments (SAA). The Loan Recipient further acknowledges that, if the Loan Recipient expends more than the required threshold in federal financial assistance from all sources in any fiscal year, it must perform an SAA audit in accordance with the requirements of Office of Management and Budget Circular A-133. In that event, the Loan Recipient shall provide the State with a copy of the SAA audit report within nine months of the end of the audit period.

XIV. 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 thereto. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically reserved.

1 STATE OF NEW HAMPSHIRE EFFINGHAM, NEW HAMPSHIRE

2 By: _____ 9/21/20 By: _____ 8-18-2020
Robert R. Scott Date Selectman Date
Commissioner,
Department of Environmental Services

3 By: _____ 8/18/2020
Selectman Date

4 By: _____ 8/18/2020
Selectman Date

5 This Agreement was approved by Governor and Executive Council on

6 _____, 2020 as Item No. ___.

EXHIBIT A

STATE OF NEW HAMPSHIRE

WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM

PROJECT DESCRIPTION

The **Town of Effingham, New Hampshire** has applied for a Loan for the **Province Lake Drainage Improvement Analysis for Bailey Road** Project. The project approach and scope of work shall include tasks to evaluate the stated concerns and provide information for the development of the following deliverables.

Core tasks for the project to include (1) an evaluation of the existing infrastructure relative to public concerns, including the general condition of the structure, stormwater impacts at the site and other and other related concerns; (2) an assessment of potential impacts of the existing structure relative to flooding, aquatic organism passage and sediment transport; and (3) a hydraulic and hydrologic analysis of the culverts to provide better understanding of the flow regimes at the site and the relationship of this infrastructure to the lake.

The main deliverables for this project will include an alternative Analysis Report describing potential alternatives for improvements/replacement of the current infrastructure, including a description of how the alternatives would address the stated concerns, and development of conceptual designs and cost for up to three alternatives.

EXHIBIT B

STATE OF NEW HAMPSHIRE

WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM

PROMISSORY NOTE AND REPAYMENT SCHEDULE

The **Town of Effingham, New Hampshire** (Loan Recipient) promises to pay to the Treasurer of the State of New Hampshire the principal sum of **Seventy-Five Thousand and 00/100 Dollars ($75,000)** in installments on **September 1** in each year as set forth below, with interest on the entire unpaid balance payable on the first principal payment date and annually, thereafter, at the rate of 2.0000% per annum, computed on the basis of 30-day months and 360-day years, in the respective years set forth below. A total of **Seventy-Five Thousand and 00/100 Dollars ($75,000)** of principal will be forgiven and will be granted as reflected in the repayment schedule shown below.

REPAYMENT SCHEDULE

Payment Date	Principal Payment	Principal Forgiveness	Interest Payment	Total Payment
2022				
2023				
2024				
2025				
2026				

This Promissory Note (Note) is issued under and by virtue of the New Hampshire Municipal Finance Act, an agreement duly entered into by the Loan Recipient and the State of New Hampshire Water Pollution Control Revolving Loan Fund Program, and is issued for the

SAMPLE

purpose of financing the cost of the **Province Lake Drainage Improvement Analysis for Bailey Road** (Project) as described in Exhibit A of the Supplemental Loan Agreement (Agreement).

The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any part of the outstanding principal or interest on this Note.

The terms and provisions of the Agreement are hereby incorporated in and made a part of this Note to the same extent as if said terms and provisions were set forth in full herein.

It is hereby certified and recited that all acts, conditions, and things required to be done precedent to and in the issuing of this Note have been done, have happened, and have been performed in regular and due form and, for the payment hereof when due, the full faith and credit of the Loan Recipient are hereby irrevocably pledged.

IN WITNESS whereof the Loan Recipient has caused this Note to be signed by its _____, on the date(s) below.

EFFINGHAM, NEW HAMPSHIRE by:

Name/Title _____

Authorized Representative _____ _____ Date

(Town Seal)

SAMPLE

EXHIBIT C

STATE OF NEW HAMPSHIRE
WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM

FEDERAL REQUIREMENTS

DUNS NUMBER: The Loan Recipient must obtain a Data Universal Numbering System (DUNS) number. The federal government has adopted the use of DUNS numbers to track how federal grant money is allocated. DUNS numbers identify your organization. A DUNS number may be obtained by visiting http://fedgov.dnb.com/webform/.

SIGNAGE: The Loan Recipient must communicate to the public that EPA funds are contributing to the project.

WAGE RATE REQUIREMENTS (DAVIS-BACON): The recipient agrees to include in all agreements to provide assistance for the construction of treatment works carried out in whole or in part with such assistance made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.), or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372) in all procurement contracts and sub-grants, and require that Loan Recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of $2,000 the contract clauses as attached hereto entitled "Wage Rate Requirements Under The Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or

any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

AMERICAN IRON AND STEEL (AIS): P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS) requirement in section 436 that Clean Water State Revolving Loan Fund (CWSRF) Loan Recipients to use iron and steel products that are produced in the United States for projects for construction, alteration, maintenance or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act).

On June 10, 2014, the Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS products in CWSRF assistance agreements. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act, 2014. All CWSRF assistance agreements must comply with Section 608 of the CWA for implementation of the permanent AIS requirement.

GENERALLY ACCEPTED ACCOUNTING PROCEDURES: The Loan Recipient shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: http://www.gasb.org

FISCAL SUSTAINABILITY PLAN: On June 10, 2014, the Water Resources Reform and Development Act of 2014 amended the Clean Water Act to include permanent requirements for Loan Recipients to develop and implement a fiscal sustainability plan for the repair, replacement, or expansion of treatment works, or certify that such a plan has been developed and implemented. The fiscal sustainability plan shall include:

- An inventory of the critical assets that are part of the treatment works,
- An evaluation of the conditions and performance of inventoried assets or asset groupings,
- A certification that the Loan Recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and
- A plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

As part of the CWSRF Application Process, the Loan Recipient has certified that they have or will have a Fiscal Sustainability Plan prior to the date of Scheduled Completion or Final Disbursement, whichever date is later.

COST AND EFFECTIVENESS: On June 10, 2014, the Water Resources Reform and Development Act of 2014 amended the Clean Water Act to include permanent requirements for Loan Recipients to conduct a cost and effectiveness analysis for the funded asset that includes at a minimum:

- The study and evaluation of the cost and effectiveness of the processes, materials techniques and technologies for carrying out the proposed project or activity.
- The selection, to the maximum extent practicable, of a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation and energy conservation taking into account:
    - The cost of constructing the project or activity,
    - The cost of operation and maintaining the project or activity over the life of the project or activity, and
    - The cost of replacing the project or activity.

NH Code of Administrative Rules Env-Wq 700, Standards of Design and Construction for Sewerage and Wastewater Treatment Facilities, include minimum technical standards and requirements for the planning, design, and construction of sewerage and wastewater treatment facilities that meet the requirements listed above.

The Loan Recipient must certify that it has completed the required cost and effectiveness analysis and that it has selected, to the maximum extent practicable, a project or activity that maximizes the potential for water and energy conservation, as appropriate. This certification should be included with, and will be processed as part of, the design submittal.

DISADVANTAGED BUSINESS ENTERPRISE (DBE): Pursuant to 40 CFR, Section 33.301, the Loan Recipient shall make good faith efforts to utilize small, minority and women's business enterprises whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and shall require that prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

EXCLUDED PARTIES: The Loan Recipient shall not knowingly award a construction contract to a contractor that has been debarred or suspended by the federal government. The Loan Recipient or its agent shall compare the names of contractors who have bid on the project against the searchable list in the "The System for Award Management" (SAM) database, which can be found at https://www.sam.gov/SAM/pages/public/index.jsf

SUPER CROSS-CUTTERS:

-Title VI of the Civil Rights Act

-Section 13 of the Federal Water Pollution Control Act Amendments of 1972

-Section 504 of the Rehabilitation Act of 1973

-The Age Discrimination Act of 1975

-Equal Employment Opportunity requirements (Executive Order 11246)

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The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

September 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Drinking Water and Groundwater Trust Fund grant to the Sanbornville Water Precinct (VC# 304941-R001), Sanbornville, NH in the amount not to exceed $100,000 test drilling of a new supply well under the provisions of RSA 485:F, effective upon Governor & Council approval through July 1, 2021. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

	FY 2021
03-44-44-442010-3904-073-500580	$100,000

Dept. Environmental Services, Drinking Water and Groundwater Trust, Grants Non-Federal

EXPLANATION

The Drinking Water and Groundwater Trust Fund was created in 2016 using MtBE using $276 million of MtBE trial judgement funds, as authorized by RSA 485-F. The purpose of the Trust Fund is to provide sustainable, long-term funding for the protection, preservation, and enhancement of the drinking water and groundwater resources of the state. The Drinking Water and Groundwater Advisory Commission was established to administer the Trust Fund and to provide guidance to the State on the use of the Trust Fund.

On December 9, 2019, the Advisory Commission voted to authorize $100,000 as a grant to the Sanbornville Water Precinct for payment for project work associated with evaluating a new drinking water supply well. The project includes planning, test drilling, water quality testing and a summary report. In the event that grant funds no longer become available, General funds will not be requested to support this program. This agreement has been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

NHDES Website: www.des.nh.gov
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-2513 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

Subject: Sanbornville Water Precinct

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. **Identification.**

1.1 State Agency Name NH Department of Environmental Services		**1.2 State Agency Address** 29 Hazen Drive, Concord, NH 03301	
1.3 Grantee Name Sanbornville Water Precinct		**1.4 Grantee Address** P.O. Box 254, Sanbornville, NH 03872	
1.5 Effective Date Upon G&C Approval	**1.6 Completion Date** July 1, 2021	**1.7 Audit Date** N/A	**1.8 Grant Limitation** $100,000
1.9 Grant Officer for State Agency Erin Holmes, Drinking Water & Groundwater Trust Fund, NH Department of Environmental Services		**1.10 State Agency Telephone Number** 603-848-4259	
1.11 Grantee Signature		**1.12 Name & Title of Grantee Signor** PETER KASPRZYK COMMISSION CHAIR	

1.13 Acknowledgment: State of NH **,County of** CARROLL

On 8/25/2020 **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

MEGAN A. JONES, Notary Public
My Commission Expires October 5, 2021

[SEAL]

1.13.2 Name & Title of Notary Public or Justice of the Peace

Megan Jones notary Public

1.14 State Agency Signature(s)	**1.15 Name/Title of State Agency Signor(s)** Robert R. Scott, Commissioner NH Department of Environmental Services

1.16 Approval by Attorney General (Form, Substance and Execution)

By: Jon Daniel Lavallee **On:** 9/22/2020

1.17 Approval by the Governor and Executive Council

By: **On:**

2. SCOPE OF WORK. In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as the "Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as the "Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: PAYMENT.

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities, which shall impose any obligations, or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS.

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grantee officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grantee Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

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 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 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date 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, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee 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 Grantee notice of termination; and

11.2.2 give the Grantee 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 grant amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Grantee Initials

Date 8-26-20

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workers' compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranteed by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee 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 on or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this Agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $2,000,000 for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation of modification of the policy earlier than ten (10) days after written notice the of has been received by the State.

18. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver 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 default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto 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 first above given.

20. 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 Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. 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.

23. 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.

Grantee Initials BK

Date 8-26-20

Sanbornville Water Precinct:

EXHIBIT A
SCOPE OF SERVICES

The Sanbornville Water Precinct will use the grant funds for project tasks associated with evaluating a new well source. The project includes project planning, test drilling of test well sites, preliminary drawdown test and water quality testing, a summary report and preliminary well siting report.

EXHIBIT B
BUDGET & PAYMENT METHOD

The NHDES shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the Drinking Water and Groundwater Trust Fund (DWGTF) Disbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

Each disbursement request will be paid 100% of eligible expenses as grant funds not to exceed $100,000 of DWGTF grant funds.

EXHIBIT C
SPECIAL PROVISIONS

Changes to the Scope of Services require NHDES approval in advance. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.6).

Grantee Initials BK
Date 8-26-20

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services, that whoever signs the Grant Agreement has the authority to do so. All certificates must include:

- *Certificate should be completed and signed by someone other than the person being given authority (a signature other than the person that will sign the Grant Agreement*
- *Must state that the person who signed the Grant Agreement has the authority to do so*
- *Must be notarized*
- *Original is needed for submittal. No copies.*

Certificate of Vote of Authorization

WATER SYSTEM NAME/TOWN
Address, Town, NH Zip

I, Paul S. Morrill, (NAME/TITLE) of the Sanbornville Precinct, (WATER SYSTEM/TOWN) do hereby certify that at a meeting held on December 10, 2019, (DATE) the Board of Commissioners (governing body) voted to enter into a Drinking Water and Groundwater Trust Fund grant agreement with the NH Department Environmental Services to fund a water system improvement project.

The Sanbornville Precinct (WATER SYSTEM/TOWN) further authorized the Peter Kasprzyk, Chairman (NAME/TITLE) to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Paul S. Morrill (TITLE) of Commissioner, (WATER SYSTEM NAME/TOWN) Sanbornville Water the 14 day of July 2020.

Signature

STATE OF NEW HAMPSHIRE County of Carroll

On this 14 day of July, 2020 before me Angie Nichols (Notary Public) the undersigned Officer, personally appeared. Paul Morrill, who acknowledged himself to be the Board of Commissioners (TITLE) of Sanbornville Precinct, (WATER SYSTEM NAME/TOWN), being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal.

Notary Public Angie Nichols My commission expires: ANGIE M. NICHOLS, Notary Public ~~State of New Hampshire~~ My Commission Expires September 7, 2021

SANBWAT-01 JGOOD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/29/2020

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 have ADDITIONAL INSURED provisions or 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, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME: Jennifer L. Good, AAI
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: jgood@davistowle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	23850
INSURER B : AmTrust North America, Inc.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sanbornville Water Precinct
P.O. Box 254
Sanbornville, NH 03872

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			PHPK2063906	11/15/2019	11/15/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		WWC3435171	10/16/2019	10/16/2020	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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of New Hampshire, Department of Environmental Services is named as additional insured with respects to general liability on-going operations.

CERTIFICATE HOLDER

NH Department of Environmental Services
29 Hazen Drive
P.O. Box 95
Concord, NH 03302-0095

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
Jennifer Good

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33

The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

September 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a grant agreement with the Pease Development Authority, (VC # 156846-B001) for $42,274 for the partial funding of a wheeled loader replacement, effective upon Governor and Council approval through May 1, 2021. 60% Federal Funds, 40% VW Settlement Funds.

Funding is available in the account as follows:

	FY 2021
03-44-44-443010-2278-072-500572	$42,274
Dept. of Environmental Services, DERA Funds, Grants Federal	

EXPLANATION

Under the Diesel Emission Reduction Act (DERA) the U.S. Environmental Protection Agency (EPA) provides funding to states for projects that reduce harmful emissions produced by older diesel engines, including replacement of vehicles and rebuild of older diesel engines. The new/rebuilt engines must meet more stringent emissions standards. Utilizing federal EPA funds, matched with funding from New Hampshire's Volkswagen Environmental Mitigation Trust Fund, NHDES has $790,000 available for grants.

A request for proposal (RFP) was conducted from October 9 through November 12, 2019. Eight entities applied for funding. Six proposals were approved for funding (see Attachment A for the scoring results). The Pease Development Authority requested partial funding to replace a 1984 wheeled loader.

The DERA program has a mandatory minimum cost share requirement for a replacement vehicle project of 75 percent. NHDES will provide a grant up to $42,274 or 25 percent of the total replacement cost, whichever is less, to the Pease Development Authority for the replacement of a wheeled loader.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that Federal funds become no longer available General funds will not be requested to support this program.

We respectfully request your approval.

Robert R. Scott
Commissioner

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • (603) 271-2867 • TDD Access: Relay NH 1-800-735-2964

MEMORANDUM OF AGREEMENT
BETWEEN
NH DEPARTMENT OF ENVIRONMENTAL SERVICES, AIR RESOURCES DIVISION
AND
PEASE DEVELOPMENT AUTHORITY

Title:
NH Clean Diesel Program Agreement with Pease Development Authority – Wheeled Loader Replacement Project (Grant Number: 00A00175-2019-004).

Purpose:
The purpose of this Memorandum of Agreement (MOA) is to provide funding not to exceed $42,274 from New Hampshire Department of Environmental Services (hereinafter NHDES) to The Pease Development Authority located at 55 International Drive, Portsmouth, NH (hereinafter PDA, vendor code #15846-B001). The funding will be used to partially fund the replacement of a wheeled loader, in order to reduce diesel emissions in the State. The grant is available via the New Hampshire State Clean Diesel Grant Program, funded by the U.S. Environmental Protection Agency (EPA). This grant was awarded to NHDES on August 9, 2019.

Grant Title:
Subgrant Program for Diesel Emissions Reduction Projects, Federal Award Identification Number (FAIN): 00A00175, CFDA 66.040, State Clean Diesel Grant Program. Grant contact at NHDES: Jessica Wilcox (603) 271-6751

Parties:
The parties to this agreement are NHDES and PDA.

Scope of Work:
For the purposes of this Agreement, NHDES and PDA agree to the following:

1. NHDES shall assign the appropriate staff to coordinate this project with PDA.

2. This Scope of Work consists of the purchase of a wheeled loader as a replacement for a model year (MY) 1984 wheeled loader.

3. The replacement loader will be powered by a MY 2019 or newer EPA certified heavy-duty diesel engine.

4. The replacement loader must be of the same size as the original loader and operate in the same manner over similar routes as the replaced loader.

5. NHDES shall reimburse PDA 25 percent of the eligible expenses, or $42,274.00 for the wheeled loader, whichever is less.

Initials PAB
Date 8/19/2020

6. Eligible expenses under this grant include the cost of the loader only.

7. Other expenses including, but not limited to "optional" components or "add-ons" (such as racks, light tool boxes, etc.) to the vehicles, vehicle registration, scrappage of replaced vehicle, engineering, project management, or personnel costs are not eligible expenses.

8. PDA shall provide NHDES with the following information on the loader to be replaced prior to purchasing the new vehicles:
   a. Annual hours operated;
   b. Annual fuel use and fuel type;
   c. Annual idling hours;
   d. Vehicle Identification Number (VIN);
   e. Engine Model Year;
   f. Horsepower;
   g. Engine Tier;
   h. Engine Manufacturer;
   i. Engine Serial Number;
   j. Engine Family Number; and
   k. Description of routes or typical use

9. The replaced loader shall be taken out of service no later than 15 days following the placement into service of the replacement loader.

10. The replaced loader will be scrapped within 90 days from the date the replacement is put into service.

11. PDA shall use the replacement loader in normal service for a period of no less than five (5) years. In the event that PDA sells or surpluses the replacement loader within five years of the effective date of this contract PDA shall follow the guidelines set forth in Title 2 Code of Federal Regulations, Subtitle A, Section 200.313, and shall reimburse the NHDES in accordance with the depreciation table below.

Project: PDA Wheeled Loader Replacement Grant

	Percent Value Remaining	Total Grant	Value to be Returned to NHDES
Year 1 value	20	$42,274.00	$8,455.00
Year 2 value	16	$42,274.00	$6,764.00
Year 3 value	12.8	$42,274.00	$5,411.00
Year 4 value	10.2	$42,274.00	$4,312.00
Year 5 value	7.6	$42,274.00	$3,213.00

Note: Depreciation of grant is calculated based on a grant of $42,274.00 for the wheeled loader.

Initials PAB
Date 01/04/2020

12. PDA shall:
    a. Register the replacement loader in accordance with New Hampshire law;
    b. Maintain the replacement loader in accordance with manufacturer recommendations;
    c. Not make modifications to the emission controls system on the replacement loader or engines; and
    d. Make the loader and related documents (including maintenance records) available for follow-up inspection for five years from date of grant approval, if requested by EPA or NHDES.

13. PDA shall scrap the loader being replaced or render it permanently disabled. NHDES shall be allowed the opportunity to witness the destruction of the engine and the chassis with a two week (minimum) advance notice of the event. The replaced loader may be permanently disabled by:
    a. Creating a minimum 3" diameter hole completely through the engine block; and
    b. Cutting the chassis rails in half.

14. PDA shall supply documentation confirming the scrappage requirements have been met for the loader. The letter must be signed by the authorized representative listed on the grant application form or other duly authorized representative. The letter must include:
    a. The date the loader was scrapped;
    b. The engine model year, engine family name, engine serial number, and VIN;
    c. The name and contact information for the entity that scrapped the loader, if other than the grantee; and
    d. Photographic images of the following, for the loader:
        1. Side profile of the loader;
        2. Vehicle Identification Number (VIN);
        3. The engine tag that includes the engine serial number and engine family number (if available);
        4. Chassis rail cut in half;
        5. Engine block prior to hole being drilled; and
        6. Engine block after hole has been drilled.

    Scrappage may be completed by PDA or by a salvage yard or similar service, provided all scrappage requirements have been met and all necessary documentation provided.

15. PDA shall submit **Quarterly Project Status Reports** to NHDES within 15 days after the end of each calendar quarter, beginning the Effective Date of the Agreement for a period of one year following vehicle acquisition. Quarterly Project Status Reports shall include sufficient information for NHDES to estimate the emissions reductions attributable to the loader's replacement, including the following:

    a. The amount of fuel used during the preceding quarter;
    b. The number of hours the vehicle was used in the preceding quarter; and
    c. The estimated amount of idling experienced in the preceding quarter.

Initials LGB
Date 8/19/2020

16. PDA shall submit **Annual Project Status Reports** to NHDES by January 15th of each year, beginning one year from the last quarterly report, for a period of three years including, but not limited to, the following for each vehicle:
    a. The amount of fuel used during the preceding year;
    b. The number of hours the vehicle was used in the preceding year; and
    c. The estimated amount of idling the vehicle experienced in the preceding year.

17. PDA shall not use grant funds for any costs not specified in this scope of work. PDA shall complete all activities, reports, and work products specified herein.

Funding:

This project is funded by the EPA under the New Hampshire State Clean Diesel Grant Program.

1. Payments under this MOA are not to exceed $42,274.00 or 25 percent of eligible project costs per project, whichever is less.
2. NHDES will reimburse PDA for the above portion of eligible expenses provided PDA is in compliance with all recordkeeping and reporting requirements in the Scope of Work.
3. Invoices may be submitted for reimbursement upon payment and shall include the following:
    a) Payment request on PDA letterhead with the following information for the replacement vehicles and the vehicle being replaced:
        1. Vehicle Identification Number (VIN);
        2. Engine and vehicle model year;
        3. Engine and vehicle manufacturer;
        4. Engine serial number;
        5. Engine family number;
        6. Engine horsepower;
        7. Fuel type; and
        8. Cost.

    b) A copy of all vendor invoices;
    c) Documentation verifying payment;
    d) A copy of the new loader registration (if applicable);
    e) Proof of scrappage as per the Scope of Work (items 13-14); and
    f) Contact information for any questions related to reimbursement requests.

4. NHDES will process complete invoices within 30 days of receipt.

5. Invoices must be submitted by May 1, 2021. Requests submitted after this date may be denied.

6. All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

Termination:

Initials KB
Date 8/19/2020

1. This Agreement may be terminated for good cause by either of the parties or for convenience if both parties agree, with the provision for orderly termination of the project. Termination of the Agreement shall not occur until thirty (30) days after a "notice of termination" has been received by the other party. Said notice shall specify the cause for termination.

2. Should PDA terminate this Agreement for other than good cause prior to completion of all obligations specified in the scope of work, PDA will reimburse the NHDES for any funds received.

Duration:
This agreement will become effective upon approval by Governor and Council. The project completion date is May 1, 2021, with additional reporting requirements through January 2025.

Initials LaB
Date 9/19/2020

Agreement:
In WITNESS THEREOF, the parties hereto have executed this agreement, which shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve the agreement.

Paul Brean, Executive Director
Pease Development Authority

Date August 19, 2020

Robert R. Scott, Commissioner
NH Department of Environmental Services

Date 9/21/20

OFFICE OF THE ATTORNEY GENERAL

By: _____
Assistant Attorney General

Date: September 22, 2020

I hereby certify that the foregoing agreement was approved by the Governor and Council ofthe State of New Hampshire at their meeting on_____,_____.

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

Initials
Date 8/19/2020

AM RECEIVED
NEW HAMPSHIRE

AUG 24 2020

AIR RESOURCES DIVISION

The Pease Development Authority

Certificate of Authorization

The Pease Development Authority certifies that it is authorized to enter into an agreement between the State of New Hampshire and the Pease Development Authority pertaining to the DES NH Clean Diesel Program.

In witness whereof, I hereby sign the Certificate of Authorization.

Paul E. Brean
Signature

Paul Brean, Executive Director

Notarization

State of New Hampshire, County of Rockingham. On August 19, 2020,
Date

Before me, Raeline A. O'Neil, the undersigned officer,
Name of Notary ~~or Justice of the Peace~~

Personally appeared Paul E. Brean who acknowledged herself to be the Executive Director of Pease Development Authority, New Hampshire, and that as Executive Director being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Raeline A. O'Neil
Notary Public ~~or Justice of the Peace~~

(affix seal) Commission Expires: 10/11/2022

Raeline A. O'Neil
Justice of the Peace/Notary Public
Expiration: October 11, 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/02/2020

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 have ADDITIONAL INSURED provisions or 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
Cross Insurance-Portsmouth
75 Portsmouth Blvd.
Suite 100
Portsmouth NH 03801

CONTACT NAME: Scott Wellington
PHONE (A/C, No, Ext): (603) 812-2600 FAX (A/C, No): (603) 570-1073
E-MAIL ADDRESS: swellington@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Citizens Ins Co of America	31534
INSURER B: Allmerica Financial Benefit	41840
INSURER C: Hanover Insurance Group, Inc.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Pease Development Authority
55 International Drive
Portsmouth NH 03801

COVERAGES CERTIFICATE NUMBER: CL201210585 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		ZBVA52332300	12/31/2019	12/31/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		AWVA485487	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		UHVA52475500	12/31/2019	12/31/2020	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Airport Operations Excluded

CERTIFICATE HOLDER

NH Department of Enviromental Services
29 Hazen Drive
Concord NH 03302

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

Scott P. Wellington

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ATTACHMENT A

2019 New Hampshire Clean Diesel Grant Program

Final Scoring Results and Funding Amounts

Grant Applicant	Location/Town	Funding Amount	Score
NH Division of Ports and Harbors	Portsmouth	$35,000	95
Town of Whitefield	Whitefield	$53,500	77
C&J - Jalbert Leasing, Inc.	Portsmouth	$135,000	74
Pease Development Authority	Portsmouth	$42,274	72
Town of Lyndeborough FD	Lyndeborough	$66,066	63
Town of Salem	Salem	$47,500	62
Not Selected			
D.F. Richard	Dover	$43,000	54
Town of Farmington	Farmington	$37,572	52

Detailed Scoring Results

Project	Env. Benefit	Cost Effectiveness	Populated Area	Operation in NH	Government Entity	Potential for Success	Other Benefit	Econ. Disadvantaged Community	Clean Fuel	Total
NH Division of Ports and Harbors	28	19	14	15	10	5	4	0	0	**95**
Town of Whitefield	15	18	7	15	10	5	2	5	0	**77**
C&J - Jalbert Leasing, Inc.	22	20	13	6	0	5	4	4	0	**74**
Pease Development Authority	19	17	2	15	10	5	4	0	0	**72**
Town of Lyndeborough FD	10	14	3	15	10	4	4	3	0	**63**
Town of Salem	10	10	11	15	10	5	1	0	0	**62**
Not Selected										
D.F. Richard	11	16	10	13	0	1	0	1	2	**54**
Town of Farmington	10	7	3	15	10	4	2	1	0	**52**

ATTACHMENT A (CON'T)

Reviewers

Name	Agency/Organization	Title	Years of Experience
Elizabeth Strachan	NHDES Air Resources Division Technical Services Bureau Mobile Source Section	Transportation Analyst	3
Joseph Fontaine	NHDES Air Resources Division Technical Services Bureau	Technical Programs Manager	28
Joseph Doiron	NH Office of Strategic Initiatives	Deputy Director/State Energy Program Administrator	2
Timothy White	NHDES Air Resources Division Technical Services Bureau	Mobile Source Section Supervisor	4

SEP23'20 AM 9:43 DAS

34

The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

September 23, 2020

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Approve City of Dover's request to amend Wetlands Permit #2019-00636 to read: "Impact 72,805 square feet of previously-developed upland tidal buffer zone. Dredge and fill 720 square feet of tidal wetland, 520 square feet of salt marsh, and 13,275 square feet of palustrine forested wetland in order to reconstruct Spur Road in Dover. In addition, temporarily impact 75 square feet of tidal wetland, and 1,000 square feet of palustrine forested wetland for construction access and installation." The permit was previously approved by Governor and Council on October 23, 2019, Item #64, and will not have significant impact on or adversely affect the values of the Bellamy River in Dover.

The New Hampshire Department of Environmental Services (NHDES) imposed the following conditions as part of this approval:

1. Amended: All work shall be in accordance with plans by Underwood Engineers dated July 30, 2019, last received by the New Hampshire Department of Environmental Services (NHDES) on July 01, 2020.
2. The permittee shall schedule a pre-construction meeting with the NHDES Wetlands Bureau staff to occur at least 48 hours prior to the start of any work authorized by this permit to review the conditions of this wetlands permit.
3. The preconstruction meeting shall be held on-site. The meeting shall be attended by the permittee; the professional engineer(s); wetlands scientist(s), environmental consultant(s) and qualified professional(s); and the contractor(s) responsible for performing the work.
4. Not less than five state business days prior to starting work authorized by this permit, the permittee shall notify the NHDES Wetlands Bureau (Stefanie.giallongo@des.nh.gov) and the local conservation commission, in writing, of the date on which work under this permit is expected to start.
5. This permit does not authorize encroachment onto an abutter's property unless, prior to starting work, the permittee has (1) obtained temporary construction easements or other written agreements from the owner of the abutting property, and (2) submitted a copy of each agreement to the NHDES Wetlands Bureau.
6. This permit does not authorize digging, excavation, disturbance or filling within the extents shown as "Temporary Access Areas", except where clearly defined by the shaded and annotated "wetland impact" areas on the approved plan.
7. Prior to construction, offset stakes shall be set temporarily to mark the boundaries of all salt marsh areas adjacent to construction to prevent unintentional encroachment or disturbance.

8. Native material removed from the streambeds and mudflat areas shall be stockpiled separately and reused to restore impact areas within the channels, between wing walls, and beyond. Any new materials used must be similar to the natural substrate and shall not include any angular rock.
9. All development activities associated with this project shall be conducted in compliance with applicable requirements of RSA 483-B and NH Administrative Rules Env-Wq 1400 during and after construction.
10. All in-stream work shall be conducted in dry conditions and in a manner that will not cause or contribute to any violations of surface water quality standards in RSA 485-A or New Hampshire Administrative Rules Env-Wq 1700.
11. Discharge from dewatering of work areas shall be to sediment basins that are: a) located in uplands; b) lined with hay bales or other acceptable sediment trapping liners; c) set back as far as possible from wetlands and surface waters, with a preferred undisturbed vegetated buffer of at least 50 feet and a minimum undisturbed vegetative buffer of 20 feet.
12. Dredged materials, whether to be stockpiled or disposed of, shall be dewatered in sedimentation basins lined with siltation and erosion controls, and located outside of wetland areas.
13. Work in tidal wetland areas shall be conducted during low tide only.
14. Work shall be conducted during annual low flow conditions and in the dry only. No excavation shall be done in flowing water. No construction equipment shall be operated in flowing water.
15. Any fill used shall be clean sand, gravel, rock, or other suitable material.
16. Prior to construction, all wetland and surface water boundaries adjacent to construction areas shall be clearly marked to prevent unintentional encroachment on adjacent wetlands and surface waters.
17. The channel at the culvert inlet(s) and outlet(s) must maintain or improve the natural hydrology and not impede or accelerate flow.
18. To prevent the introduction or export of invasive plant species to or from the site, the permittee's contractor(s) shall clean all soils and vegetation from equipment and timber matting before it is moved to and from the site.
19. Work authorized shall be carried out such that there are no discharges in or to spawning or nursery areas during spawning seasons. Impacts to such areas shall be avoided or minimized to the maximum extent practicable during all other times of the year.
20. Within three days of final grading or temporary suspension of work in an area that is in or adjacent to wetlands or surface waters, all exposed soil areas shall be stabilized by seeding and mulching during the growing season, or if not within the growing season, by mulching with tackifiers on slopes less than 3:1 or netting and pinning on slopes steeper than 3:1.
21. Where construction activities occur between November 30 and May 1, all exposed soil areas shall be stabilized within 1 day of establishing the grade that is final or that otherwise will exist for more than five days. Stabilization shall include placing three inches of base course gravels, or loaming and mulching with tack or netting and pinning on slopes steeper than 3:1.
22. Appropriate siltation and erosion controls shall be in place prior to construction, shall be maintained during construction, and remain until the area is stabilized. Silt fence(s) must be removed once the area is stabilized.
23. Appropriate turbidity controls shall be installed prior to construction, shall be maintained during construction such that no turbidity escapes the immediate work area, and shall remain until suspended particles have settled and the water at the work site has returned to normal clarity.
24. The Contractor responsible for completion of the work shall utilize techniques described in the NH Stormwater Manual, Volume 3, Erosion and Sediment Controls During Construction (December 2008).

25. Construction equipment shall be inspected daily for leaking fuel, oil and hydraulic fluid. Faulty equipment shall be repaired prior to construction. The contractor shall have appropriate oil spill kits on site and readily accessible at all times during construction and each operator shall be trained in its use.
26. All refueling of equipment shall occur outside of surface waters or wetlands during construction.

MONITORING:

27. A certified wetland scientist or qualified professional shall monitor the project during construction and be on-site during restoration of impact areas to ensure that the work is conducted in accordance with the approved plans.
28. The permittee shall notify the NHDES Wetlands Bureau (Stefanie.Giallongo@des.nh.gov), in writing, of the certified wetland scientist or qualified professional retained. The permittee shall re-notify the NHDES Wetlands Bureau if the identity of the qualified professional changes during the project.
29. The qualified professional shall inspect the construction areas and submit a monitoring report to the NHDES Wetlands Bureau after any rain event of 1/2 inch or greater, within a 24-hour period, during construction.
30. Wet weather monitoring report(s) shall be submitted within 1 week of the rain event and shall include, but not be limited to, documentation of erosion control deployment, status of construction activities, sequence at time of monitoring, remedies enacted to correct deficiencies in water quality protection measures.
31. A follow-up report including photographs of all stages of construction shall be submitted to the NHDES Wetlands Bureau (Stefanie.Giallongo@des.nh.gov) within 60 days of final site stabilization.
32. The certified wetlands scientist or qualified professional monitoring the project shall submit annual reports by January 30th following each of two full growing seasons, post-construction, to the NHDES Wetlands Bureau (Stefanie.Giallongo@des.nh.gov).
33. The permittee or permittee's contractor shall properly construct, and monitor the restoration of impact areas, and shall take such remedial actions as may be necessary to restore areas to pre-existing function and condition.
34. Remedial measures may include replanting, removal of invasive species, adjusting material gradation or depth, deconsolidation of soils caused by compaction, adjusting the elevation of the surface, adjusting the stream channel geometry, profile or hydraulic regime.

EXPLANATION

The NHDES approved this project on August 24, 2020. The NHDES supported its decision with the following findings:

1. This is a Major Project per New Hampshire Administrative Rule Env-Wt 303.02(a), projects in tidal wetlands.
2. The applicant has provided evidence which demonstrates that this proposal is the alternative with the least adverse impact to areas and environments under the department's jurisdiction per New Hampshire Administrative Rule Env-Wt 302.03.
3. The existing road is failing due to insufficient base material and poor drainage conditions. This project will improve and preserve open drainage and stabilize existing areas that are actively eroding.

4. The applicant has demonstrated by plan and example that each factor listed in New Hampshire Administrative Rule Env-Wt 302.04(a) Requirements for Application Evaluation, has been considered in the design of the project.
5. The project includes repair or replacement of 14 (out of 22) existing tier 1 stream crossings with no histories of flooding. In accordance with New Hampshire Administrative Rule Env-Wt 904.06 and 904.07, each repair or replacement will meet the general criteria specified in New Hampshire Administrative Rule Env-Wt 904.01 and neither diminish the hydraulic capacity of the crossing nor diminish the capacity of the crossing to accommodate aquatic organism passage.
6. In correspondence dated March 15, 2019, the Dover Conservation Commission expressed support of the project.
7. The Natural Heritage Bureau (NHB) report submitted with the application package (NHB18-1635) indicates the presence of threatened and endangered plant species, plus the presence of exemplary natural communities, located within the vicinity of the project.
8. In correspondence dated January 04, 2019, the NHB stated that, based on the nature and limitation of the impacts, there are no further concerns about this project.
9. Signed authorization has been obtained from abutting property owners on who's property the project will directly impact. This permit is conditioned upon obtaining temporary construction easements or other written agreements from the owner(s) of additional abutting properties if work will encroach outside of the established right of way.
10. In correspondence dated August 02, 2019, the applicant's agent stated that where areas were originally proposed for "Restoration and Grading", those have been revised to be "Temporary Access Areas" (as depicted on the approved plan set) and are only intended to define the extent to which the contractor may enter onto those properties. These areas will not be dug, excavated, deposited within or disturbed by the project.
11. No comments of concern were received by the NHDES from abutters or local governing organizations.
12. In accordance with New Hampshire Administrative Rule Env-Wt 302.03(c)(2)c., compensatory mitigation is not required.
13. In accordance with RSA 428-A:8, the NHDES finds that the requirements for a public hearing do not apply as the permitted project is not of substantial public interest, and will not have a significant impact on or adversely affect the values of the riverine resource, as identified under RSA 482-A:1.
14. An amendment request was received by the NHDES on July 1, 2020.
15. In accordance with RSA-482-A:3, XIV.(e), the amendment proposed less than 20% of the previously approved acreage of the permitted fill or dredge area.
16. In correspondence dated May 18, 2020, the NHB stated that, based on the nature and limitation of the impacts, there are no concerns regarding the proposed amendment.
17. Pursuant to New Hampshire Administrative Rule Env-Wt 204, in correspondence dated July 01, 2020, the applicant requested a waiver to New Hampshire Administrative Rule Env-Wt 311.13(a).
18. In accordance with New Hampshire Administrative Rule Env-Wt 204.06, a waiver will be granted if the project will not have an adverse impact to the environment or natural resources of the state, public health, or public safety, and the strict compliance with the rule will provide no benefit to the public and will cause an operation or economic hardship to the applicant.

Application file documents are being forwarded to the Governor and the Executive Council in connection with their consideration of this matter pursuant to RSA 482-A:3,II.(a) as it is a major project in public waters of the state.

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

NHDES-W-06-012

NEW HAMPSHIRE DEPARTMENT OF Environmental Services

WETLANDS PERMIT APPLICATION

Water Division/ Wetlands Bureau
Land Resources Management

Check the status of your application: www.des.nh.gov/onestop

RSA/Rule: RSA 482-A/ Env-Wt 100-900

RECEIVED FEB 22 2019 Administrative Use Only NHDES LAND RESOURCES MANAGEMENT

COMPLETE FEB 22 2019 Administrative Use Only

Administrative Use Only

File No.	2019-00636
Check No.	0237686
Amount	$77,919.00
Initials	LSL

1. REVIEW TIME: Indicate your Review Time below. To determine review time, refer to Guidance Document A for instructions.

☒ Standard Review (Minimum, Minor or Major Impact) ☐ Expedited Review (Minimum Impact only)

2. MITIGATION REQUIREMENT:
If mitigation is required, a Mitigation Pre-Application meeting must occur prior to submitting this Wetlands Permit Application. To determine if mitigation is required, please refer to the Determine if Mitigation Is Required Frequently Asked Questions.

Mitigation Pre-Application Meeting Date: Month: __ Day: __ Year: ____

☐ N/A - Mitigation is not required

3. PROJECT LOCATION:
Separate wetland permit applications must be submitted for each municipality within which wetland impacts occur.

ADDRESS: **Finch Lane & Spur Road**			TOWN/CITY: **Dover**
TAX MAP: **L-1, L-2, M-2, M-4**	BLOCK:	LOT:	UNIT:
USGS TOPO MAP WATERBODY NAME: **Bellamy River** ☐ NA		STREAM WATERSHED SIZE: **32.45 sq. mi.** ☐ NA	
LOCATION COORDINATES (If known): **43.148°, 70.844°**		☒ Latitude/Longitude ☐ UTM ☐ State Plane	

4. PROJECT DESCRIPTION:
Provide a brief description of the project outlining the scope of work. Attach additional sheets as needed to provide a detailed explanation of your project. DO NOT reply "See Attached" in the space provided below.

The proposed work involves road reconstruction and culvert replacements on Spur Road. New development is not proposed. Several areas along the road experience standing water for extended periods throughout the year and a number of drainage culverts are in poor condition or failure.(description continued in attached narrative)

5. SHORELINE FRONTAGE:

☒ N/A This does not have shoreline frontage. SHORELINE FRONTAGE:

Shoreline Frontage is calculated by determining the average of the distances of the actual natural navigable shoreline frontage and a straight line drawn between the property lines, both of which are measured at the normal high water line (Env-Wt 101.89).

6. RELATED NHDES LAND RESOURCES MANAGEMENT PERMIT APPLICATIONS ASSOCIATED WITH THIS PROJECT:
Please indicate if any of the following permit applications are required and, if required, the status of the application.
To determine if other Land Resources Management Permits are required, refer to the Land Resources Management Webpage.

Permit Type	Permit Required	File Number	Permit Application Status
Alteration of Terrain Permit Per RSA 485-A:17	☐ YES ☒ NO	____	☐ APPROVED ☐ PENDING ☐ DENIED
Individual Sewerage Disposal per RSA 485-A:2	☐ YES ☒ NO	____	☐ APPROVED ☐ PENDING ☐ DENIED
Subdivision Approval Per RSA 485-A	☐ YES ☒ NO	____	☐ APPROVED ☐ PENDING ☐ DENIED
Shoreland Permit Per RSA 483-B	☒ YES ☐ NO	____	☐ APPROVED ☐ PENDING ☐ DENIED

7. NATURAL HERITAGE BUREAU & DESIGNATED RIVERS:
See the Instructions & Required Attachments document for instructions to complete a & b below.

a. Natural Heritage Bureau File ID: NHB 18 - 16535

b. ☐ This project is within a Designated River corridor. The project is within ¼ mile of: _____; and date a copy of the application was sent to the Local River Management Advisory Committee: Month: __ Day: __ Year: ____

☒ N/A – This project is not within a Designated River corridor.

8. APPLICANT INFORMATION (Desired permit holder)

LAST NAME, FIRST NAME, M.I.: **White, David - City Engineer**		
TRUST / COMPANY NAME: **City of Dover**	MAILING ADDRESS: **271 Mast Road**	
TOWN/CITY: **Dover**	STATE: **NH**	ZIP CODE: **03820**
EMAIL or FAX: **d.white@dover.nh.gov**	PHONE: **(603) 516-6450**	

ELECTRONIC COMMUNICATION: By initialing here: DW, I hereby authorize NHDES to communicate all matters relative to this application electronically.

9. PROPERTY OWNER INFORMATION (If different than applicant)

LAST NAME, FIRST NAME, M.I.:		
TRUST / COMPANY NAME:	MAILING ADDRESS:	
TOWN/CITY:	STATE:	ZIP CODE:
EMAIL or FAX:	PHONE:	

ELECTRONIC COMMUNICATION: By initialing here _____, I hereby authorize NHDES to communicate all matters relative to this application electronically.

10. AUTHORIZED AGENT INFORMATION

LAST NAME, FIRST NAME, M.I.: **Dreyer, Benjamin, T.**	COMPANY NAME: **Underwood Engineers**	
MAILING ADDRESS: **25 Vaughan Mall**		
TOWN/CITY: **Portsmouth**	STATE: **NH**	ZIP CODE: **03801**
EMAIL or FAX: **bdreyer@underwoodengineers.com**	PHONE: **(603) 436-6192**	

ELECTRONIC COMMUNICATION: By initialing here BD, I hereby authorize NHDES to communicate all matters relative to this application electronically.

11. PROPERTY OWNER SIGNATURE

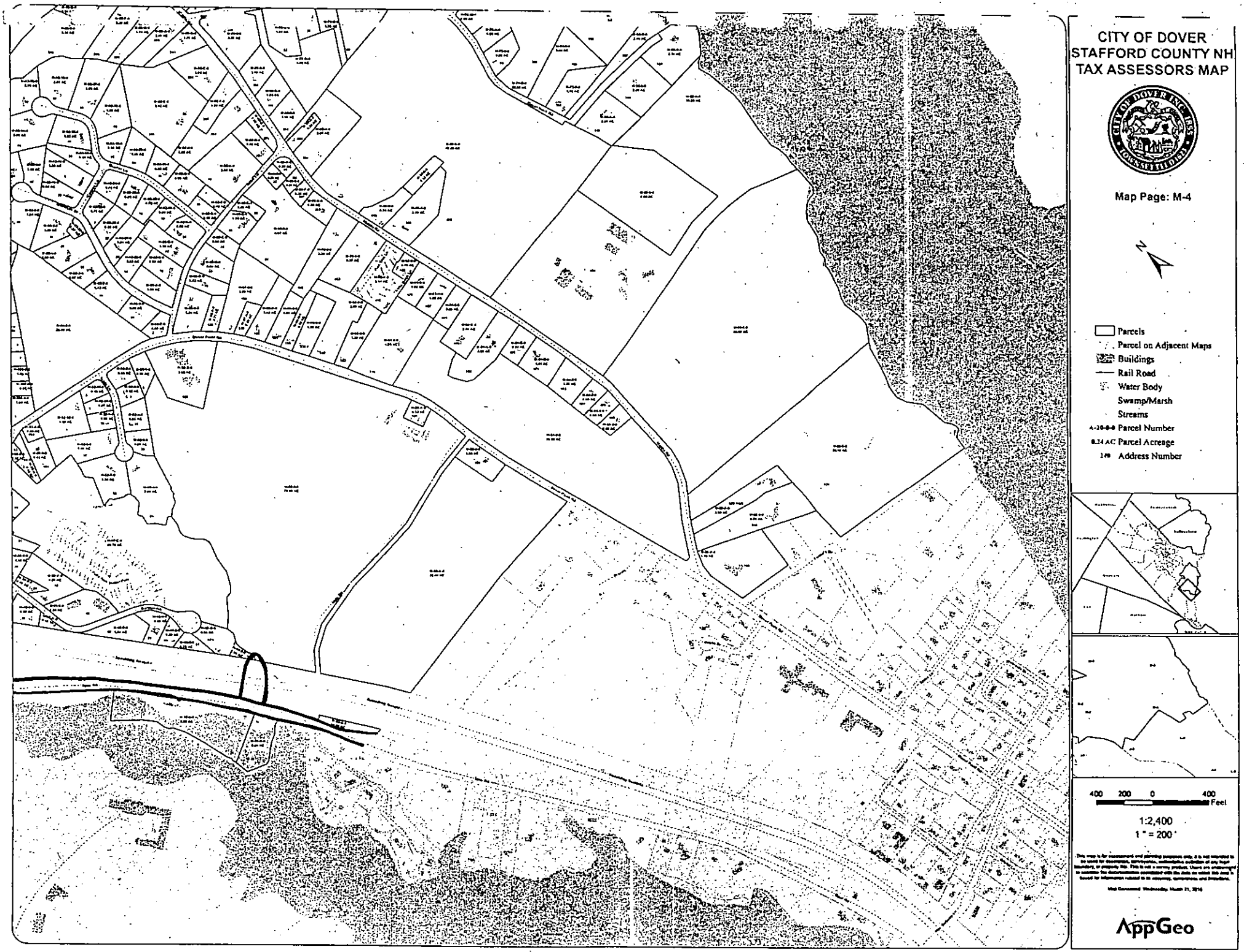
See the Instructions & Required Attachments document for clarification of the below statements

By signing the application, I am certifying that:

1. I authorize the applicant and/or agent indicated on this form to act in my behalf in the processing of this application, and to furnish upon request, supplemental information in support of this permit application.
2. I have reviewed and submitted information & attachments outlined in the Instructions and Required Attachment document.
3. All abutters have been identified in accordance with RSA 482-A:3, I and Env-Wt 100-900.
4. I have read and provided the required information outlined in Env-Wt 302.04 for the applicable project type.
5. I have read and understand Env-Wt 302.03 and have chosen the least impacting alternative.
6. Any structure that I am proposing to repair/replace was either previously permitted by the Wetlands Bureau or would be considered grandfathered per Env-Wt 101.47.
7. I have submitted a Request for Project Review (RPR) Form (www.nh.gov/nhdhr/review) to the NH State Historic Preservation Officer (SHPO) at the NH Division of Historical Resources to identify the presence of historical/ archeological resources while coordinating with the lead federal agency for National Historic Preservation Act (NHPA) 106 compliance.
8. I authorize NHDES and the municipal conservation commission to inspect the site of the proposed project.
9. I have reviewed the information being submitted and that to the best of my knowledge the information is true and accurate.
10. I understand that the willful submission of falsified or misrepresented information to the NHDES is a criminal act, which may result in legal action.
11. I am aware that the work I am proposing may require additional state, local or federal permits which I am responsible for obtaining.
12. The mailing addresses I have provided are up to date and appropriate for receipt of NHDES correspondence. NHDES will not forward returned

⇨ Property Owner Signature	Dave White Print name legibly	2/6/19 Date

CITY OF DOVER
STAFFORD COUNTY NH
TAX ASSESSORS MAP
Map Page: M-2
N
Parcels
Parcel on Adjacent Maps
Buildings
Rail Road
Water Body
Swamp/Marsh
Streams
A-28-0-0 Parcel Number
0.24 AC Parcel Acreage
240 Address Number
200 100 0 200
Feet
1:1,200
1" = 100'
AppGeo

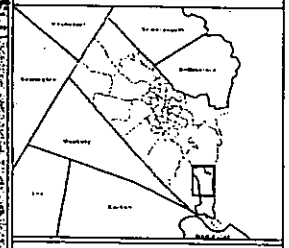

CITY OF DOVER
STAFFORD COUNTY NH
TAX ASSESSORS MAP
Map Page: M-4
N
Parcels
Parcel on Adjacent Maps
Buildings
Rail Road
Water Body
Swamp/Marsh
Streams
Parcel Number
Parcel Acreage
Address Number
400 200 0 400
Feet
1:2,400
1" = 200'
AppGeo

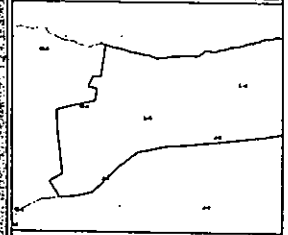
CITY OF DOVER
STAFFORD COUNTY NH
TAX ASSESSORS MAP

Map Page: L-1

N

- Parcels
- Parcel on Adjacent Maps
- Buildings
- Rail Road
- Water Body
- Swamp/Marsh
- Streams
- A-10-0-0 Parcel Number
- 0.24 AC Parcel Acreage
- 240 Address Number





400 200 0 400 Feet

1:2,400

1" = 200'

This map is for assessment and planning purposes only. It is not intended for use as a description, appraisal, authoritative definition of any legal boundary, or property title. This is not a survey product. Users are encouraged to examine the displacements associated with the data on this map. This map is licensed for internal purposes only for assessing, authoritative and planning.

New Generation Wednesday, March 31, 2010

AppGeo

CITY OF DOVER
STAFFORD COUNTY NH
TAX ASSESSORS MAP

Map Page: L-2

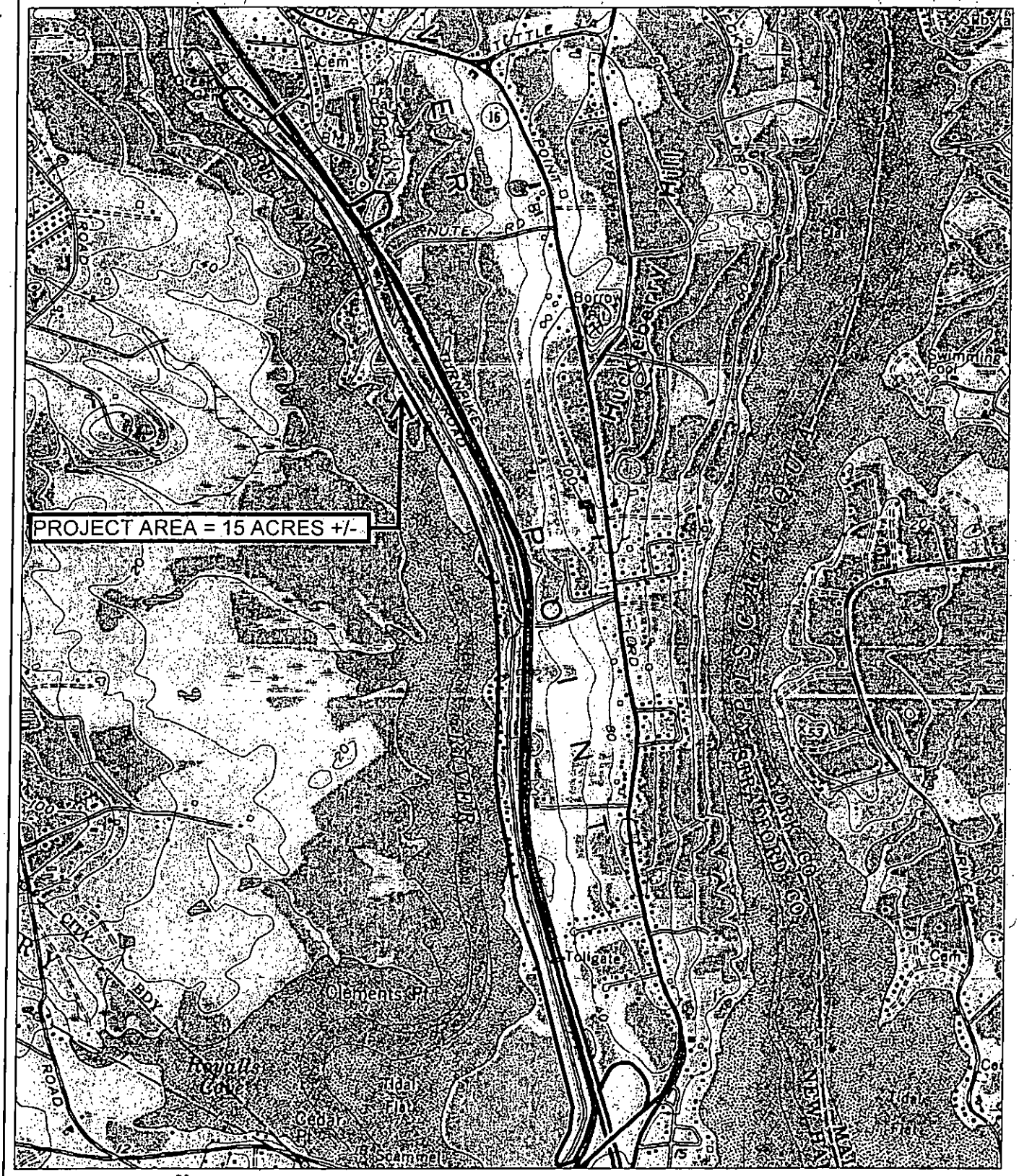
N

Parcels
Parcel on Adjacent Maps
Buildings
Rail Road
Water Body
Swamp/Marsh
Streams
A-28-0-0 Parcel Number
0.24 AC Parcel Acreage
140 Address Number

400 200 0 400 Feet

1:2,400
1 " = 200 '

AppGeo



N

0 0.5 Mi

0 2000 Ft

Map provided by MyTopo.com

DATE			FIG.
1/22/19	UNDERWOOD engineers	PROJECT LOCUS MAP SPUR ROAD RECONSTRUCTION CITY OF DOVER, NH	
PROJECT 2297	25 Vaughan Mall, Portsmouth, N.H. 03801 Tel. 603-436-6192 Fax. 603-431-4733		

CONFIDENTIAL – NH Dept. of Environmental Services review

Memo

NH NATURAL HERITAGE BUREAU
NHB DATACHECK RESULTS LETTER

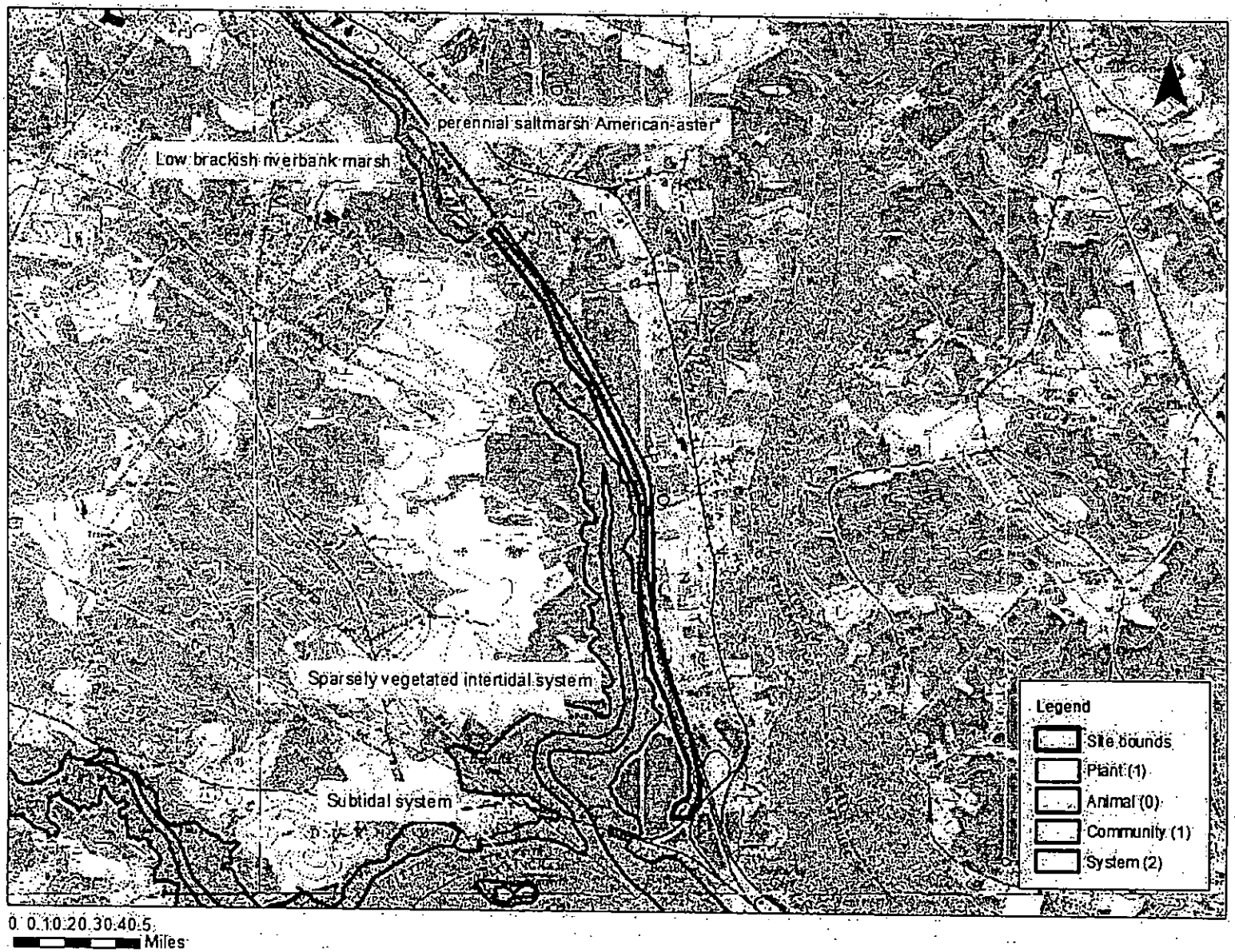
A negative result (no record in our database) does not mean that a sensitive species is not present. Our data can only tell you of known occurrences, based on information gathered by qualified biologists and reported to our office. However, many areas have never been surveyed, or have only been surveyed for certain species. An on-site survey would provide better information on what species and communities are indeed present.

Department of Natural and Cultural Resources
Division of Forests and Lands
(603) 271-2214 fax: 271-6488

DNCR/NHB
172 Pembroke Rd.
Concord, NH 03301

CONFIDENTIAL – NH Dept. of Environmental Services review

NHB18-1635



Dover, NH 03820

Property ID: L0005-000000
(7 Nute Road)
Mavrikis Revocable Trust of 2005
George E. & Ann T. Mavrikis Trustees

Property ID: L0006-000000
(9 Nute Road)
Daniel L. Roux

Property ID: L0007-000000
(11 Nute Road)
Patricia K. Kuziomko
Marc Blumenthal

Property ID: L0008-000000
Richard D. & Jacquelyn G. Whitney Trustees
Richard & Jacquelyn Whitney Revocable

Propert ID: L0009-000000
Robbie Hewitt

Property ID: L0010-000000
Mark F. & Donna P. Sears Trustees
Donna P. Sears Revocable Trust

Property ID: L0011-000000
(21 Nute Road)
Chandler D. & Gaissl N. & Carol Estabrook
Dover Reality Irrevocable Trust

Property ID: L0012-000000
Russel E. Charleston
Stephanie Leflem

Property ID: L0013-000000
(25 Nute Road)
Adam R. Fogg
Patricia Nagle

Property ID: L0014-A00000
(55 Spur Road)
David Lemieux

Property ID: L0014-F00000
Dale S. D. Roemer Trustee
Dale S. D. Revocable Trust

Permission for Work within 20'

Property ID: L0014-H00000
(61 Spur Road)
James L. Loomis

Temporary Easement Required
Permission for Work within 20'

Property ID: L0014-H00001
(Spur Road)
State of New Hampshire

Property ID: L0014-I00000
Franklin M. & Dorothy E. Swisher
Trustees of the Swisher IRR TR

Temporary Easement Required
Permission for Work within 20'

Property ID: L0014-K00000
Edward J. & Nora D. Ellis Trustees
Ellis Family Trust of 2013

Property ID: L0014-K00002
Myles S. Bratter
Elizabeth A. Bratter

Property ID: L0014-L00000
Andrew Koellmer
Natalie A. Hoginski

Property ID: L0014-N00000
(53 Spur Road)
D. R. Lemieux Builders Inc.

Property ID: L0014-P00000
(3 Spur Road)
Natalie Koellmer

Property ID: L0015-B0000C
Joanne A. Bloom

Permission for Work within 20'

Property ID: L0015-D00000
Karl R. Leinsing Trust
Leinsing Trust

Property ID: L0021-000000
Janice Reilly Trustee
Spur 103 Realty Trust

Permission for Work within 20'

Property ID: L0022-000000
Tucker Strange

Property ID: L0023-000000
Alice G. Meattey

Property ID: L0025-000000
Edward T. & Gretchen Clancy Trustees
Riverhome Family Revocable Trust

Property ID: L0028-000000
Michael Shannon
Kathleen Shannon

Temporary Easement Required
Permission for Work within 20'

Property ID: L0029-000000
Peter B. & Ann C. Strachan Trustees
Strachan Family Revocable Trust

Permission for Work within 20'

Property ID: L0030-000000
Terrance W. Hopper
Laura H. Conley

Permission for Work within 20'

Property ID: L0031-000000
Sally M. Evans

Property ID: L0032-000000
Kathleen Therrien
James Therrien

Property ID: L0033-000000
Robert E. & Lisa D. Hall Trustees
Robert E. & Lisa D. Hall Revocable

Permission for Work within 20'

Property ID: L0034-000000
Patrick M. Hourihane
Sarah E. Hourihane

Temporary Easement Required
Permission for Work within 20'

Property ID: L0036-000000
(139 Spur Road)
Gary Boukus
Elizabeth Boukus

Permission for Work within 20'

Property ID: L0037-000000
Andrea M. Wise
Edward B. Wise jr.

Permission for Work within 20'

Property ID: L0038-000000
(143 Spur Road)
Francis & Theresa Cassidy Trustees
Cassidy Family 2007 Revocable Trust

Permission for Work within 20'

Property ID: L0039-000000
Michael Novelli
Jennifer Novelli

Permission for Work within 20'

Property ID: L0040-023000
John E. Maclatchy

Existing Easement
Permission for Work within 20'

Property ID: L0041-000000
Patricia J. Maloney
Norma J. Bell

Existing Easement
Permission for Work within 20'

Property ID: L0042-000000
Richard R. Jermyn Trustee
Jermyn Revocable Trust of 2015

Permission for Work within 20'

Property ID: L0043-000000
Kristen R. Lomastro
John J. Lomastro

Permission for Work within 20'

Property ID: L0043-A00000
(165 Spur Road)
Real Estate Advisors Inc.

Permission for Work within 20'

Property ID: L0044-000000
(167 Spur Road)
Joseph and Joan Mclaughlin Trustees
Joseph and Joan Mclaughlin Revocable Trust

Permission for Work within 20'

Property ID: L0045-B00000
Frank Biehl
Noreen Biehl

Permission for Work within 20'

Property ID: L0045-C00000
Mildred Scovill Parks Trustee
Mildred Scovill Parks Revocable Trust

Permanent Easement Required
Permission for Work within 20'

Property ID: L0045-D00000 Ashok A. Shah Revocable Trust Nita A. Shah Revocable Trust	Permission for Work within 20'
Property ID: L0045-E00000 Donald P. Hodgkins jr. & Janet L. Lewis Trustees DHJL Revocable Trust	Permission for Work within 20'
Property ID: L0045-F00000 Nicolas D. Orsi Julia H. Orsi	Permanent Easement Required Permission for Work within 20'
Property ID: L0045-G00000 Michael R. Mottola jr. Deena J. Mottola	Permission for Work within 20'
Property ID: L0045-H00000 Carl D. Therrien Trustee Carl D. Therrien Revocable Trust	Permanent Easement Required Permission for Work within 20'
Property ID: L0046-T00000 Fredrick C. Woodburn jr. Roberta N. Woodburn	Temporary Easement Required Permission for Work within 20'
Property ID: L0047-A00000 (193 Spur Road) Michael T. Turgeon Kerri A. Turgeon	Permission for Work within 20'

V

Property ID: L0047-B00000 Stepanek F. & Rushmore B. Trustees Rushmore-Stepanek Real Estate Trust	Permission for Work within 20'
Property ID: L0047-C00000 Michael J. Casimiro Rebecca A. Casimiro	Permission for Work within 20'
Property ID: L0047-C00001 Douglas A. Locy Lorraine M. Locy	Permission for Work within 20'
Property ID: L0048-G00000 Eric G. Parker	Permission for Work within 20'
Property ID: L0048-P00000 (199 Spur Road) Eileen C. Bardwell Trustee Eileen C. Bardwell Revocable Trust	Permanent Easement Required Permission for Work within 20'
Property ID: L0048-Q00000 Arthur L. Bettencourt	Permission for Work within 20'
Property ID: L0048-R00000 Gary J. Lindsey Pamela S. Lindsey	Permission for Work within 20'
Property ID: L0049-A00000 (Blue Heron Drive)	Permission for Work within 20'

Cricklewood On the Bellamy

Property ID: L0050-000000 (Clearwater Drive) Bellamy River Village LLC — Permission for Work within 20'

Property ID: L0051-000000 (Spur Road) State of New Hampshire- Fish & Game

Property ID: L0052-000000 (Spur Road) State of New Hampshire- Department of Public Works — Permission for Work within 20'

Property ID: L0117-000000 (117 Spur Road) Rosemary M. Seachrist Trustee Rosemary M. Seachrist Revocable Trust — Temporary and Permanent Easements Required; Permission for Work within 20'

Property ID: M0013-000000 (Finch Lane) Greek Cemetery Association

Property ID: M0015-000000 Sherry L. Leaver Robin Alan Leaver — Permission for Work within 20'

Property ID: M0015-A00000 Ryland P. Kenney — Permission for Work within 20'

Property ID: M0015-B00000
(15 Finch Lane)
William F. Knowles
Susan R. Knowles

Permission for Work within 20'

Property ID: M0015-C00000
G & V Marchisio Trustees
Marchisio Trust

Permission for Work within 20'

Property ID: M0017-000000
Curti Family Trust of 1993
Raymond W. & Norma O. Trustees

Permission for Work within 20'

Property ID: M0017-A00000
(39 Spur Road)
Curti Family Trust of 1993
Raymond W. & Norma O. Trustees

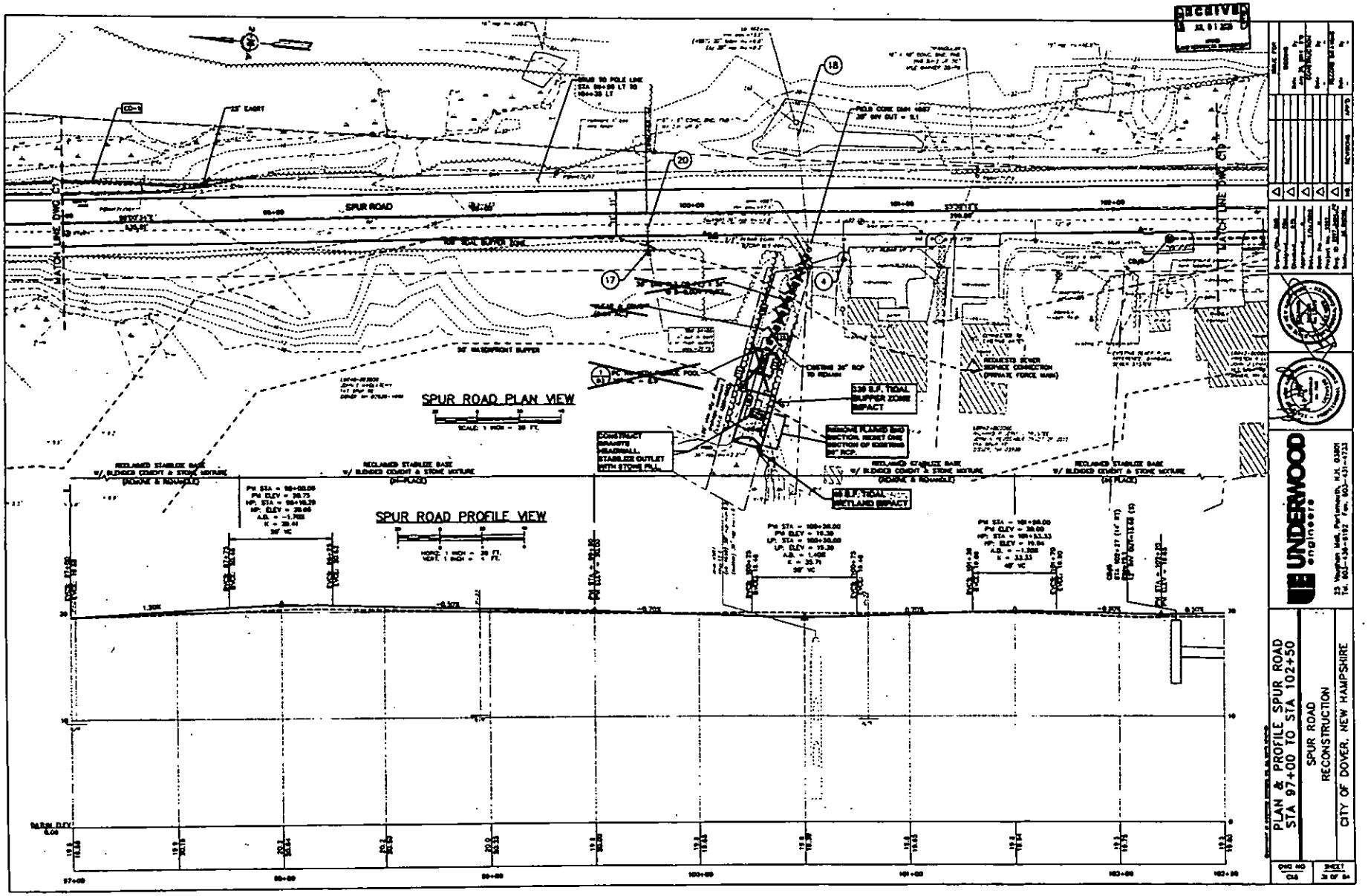
Permission for Work within 20'

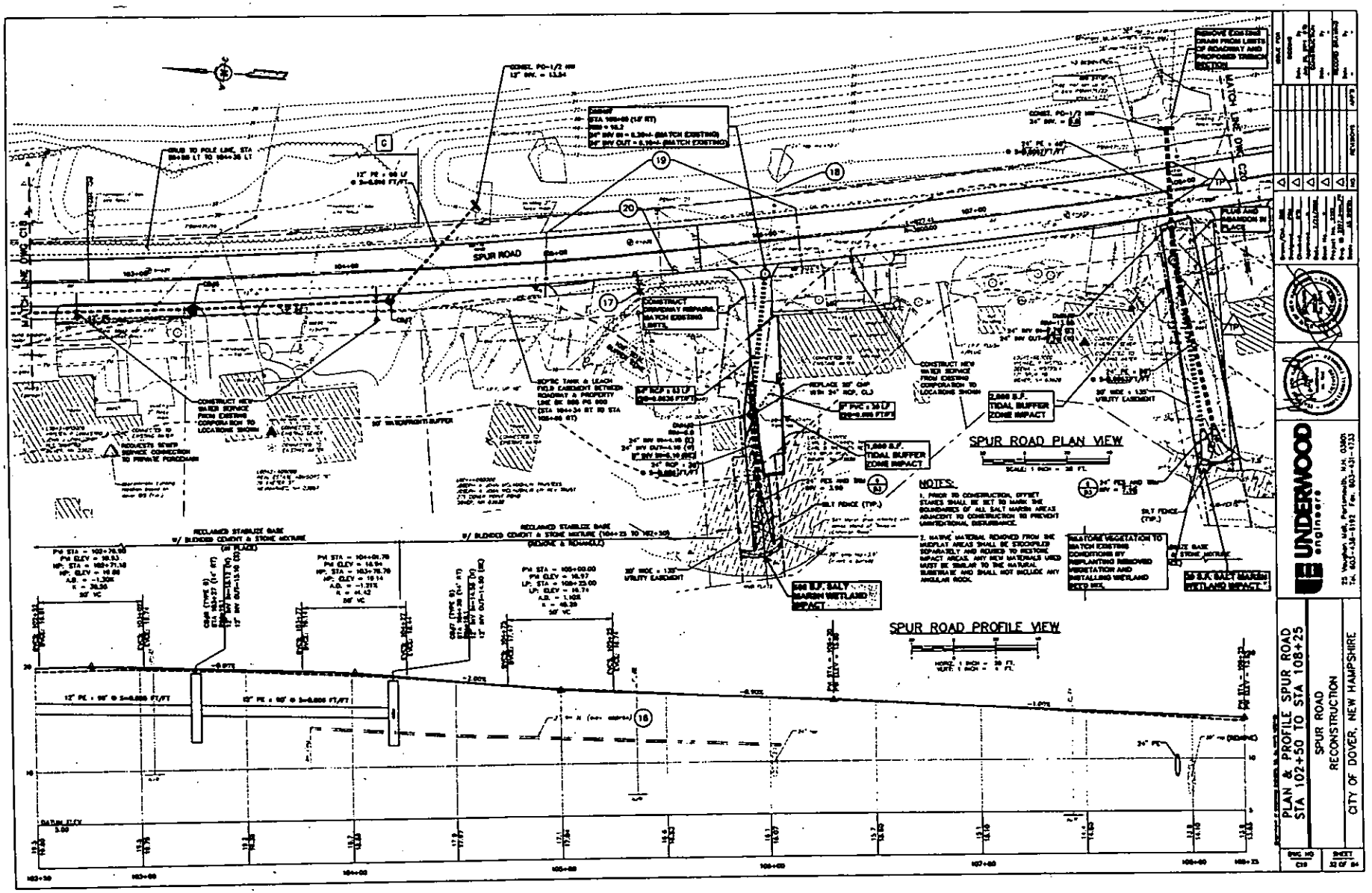
Property ID: M0033-A00000
Gerald R. Walsh
Penelope T. Walsh

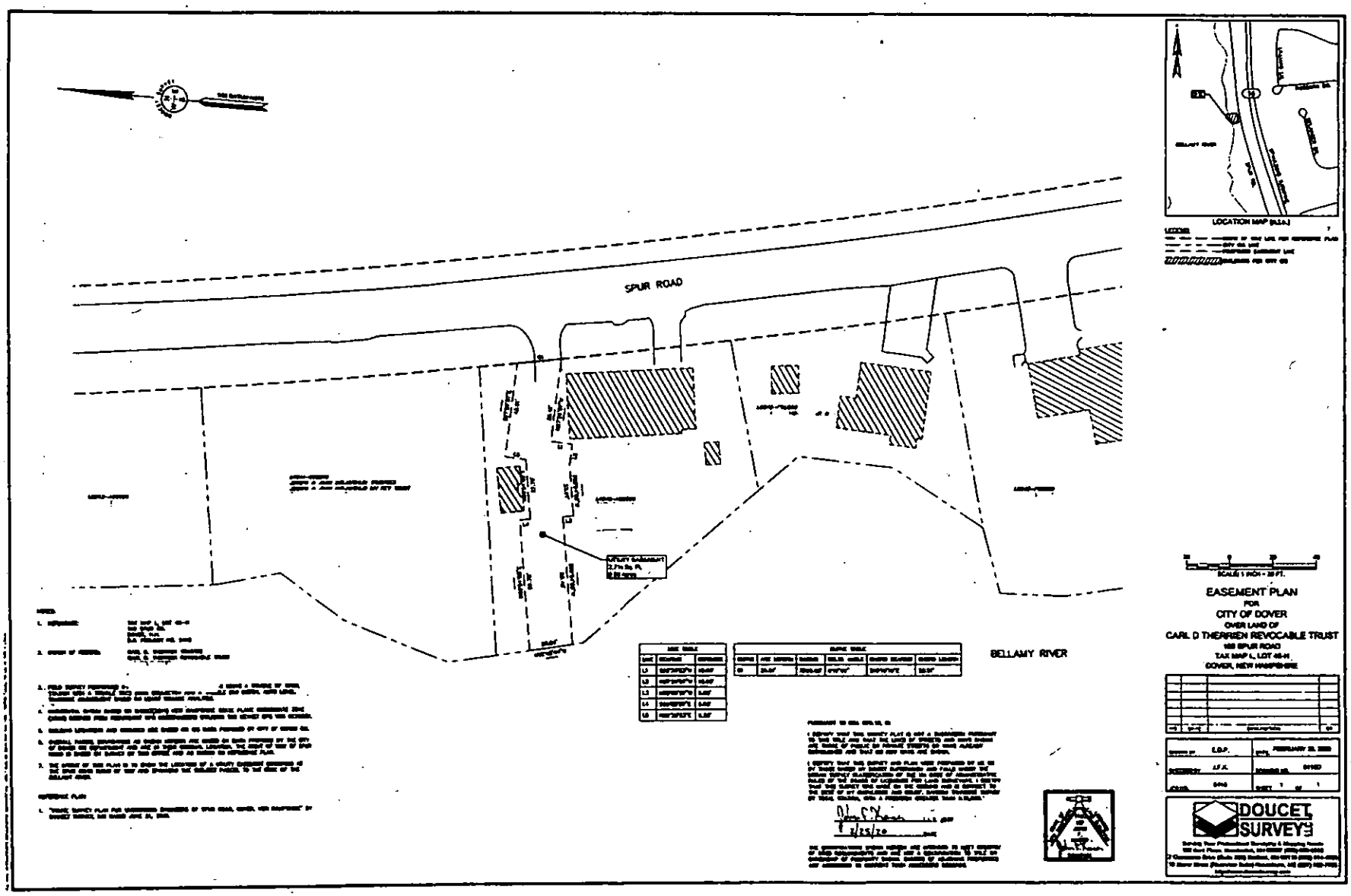
Property ID: M0033-C00000
Douglas E. Gustin Sr.

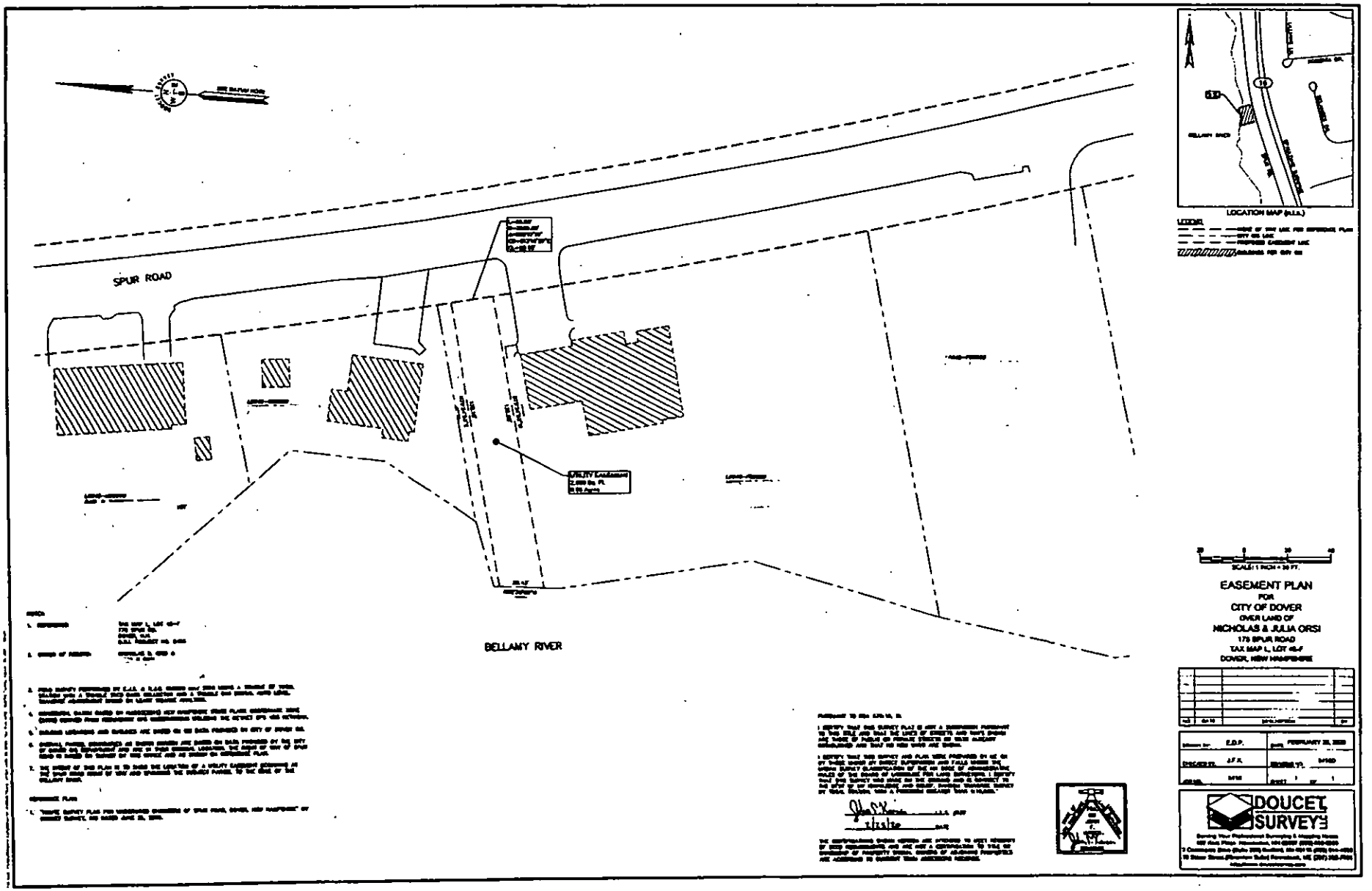
Property ID: M0040-000000
Kevin P. Coppinger
Karen M. Coppinger

Property ID: M0053-A00000
(Dover Point Road)
Matthew Kozazcki


SPUR ROAD PLAN VIEW
SPUR ROAD PROFILE VIEW
SPUR ROAD
MATCH LINE DWG C17
MATCH LINE DWG C19
50' WATERFRONT BUFFER
CONSTRUCT GRANITE HEADWALL, STABILIZE OUTLET WITH STONE FILL
REMOVE FLARED END SECTION, RESET ONE SECTION OF EXISTING 24" RCP.
RECLAIMED STABILIZE BASE W/ BLENDED CEMENT & STONE MIXTURE
UNDERWOOD engineers
PLAN & PROFILE SPUR ROAD
STA 97+00 TO STA 102+50
SPUR ROAD
RECONSTRUCTION
CITY OF DOVER, NEW HAMPSHIRE
DWG NO
C16
SHEET
16 OF 24


SPUR ROAD PLAN VIEW
SCALE: 1 INCH = 20 FT.
SPUR ROAD PROFILE VIEW
HORIZ: 1 INCH = 20 FT.
VERT: 1 INCH = 4 FT.
NOTES:
1. PRIOR TO CONSTRUCTION, OFFSET STAKES SHALL BE SET TO MARK THE BOUNDARIES OF ALL SALT MARSH AREAS ADJACENT TO CONSTRUCTION TO PREVENT UNINTENTIONAL DISTURBANCE.
2. MATING MATERIAL REMOVED FROM THE MIDPLAT AREAS SHALL BE STOCKPILED SEPARATELY AND REUSED TO RESTORE IMPACT AREAS. ANY NEW MATERIALS USED MUST BE SIMILAR TO THE NATURAL SUBSTRATE AND SHALL NOT INCLUDE ANY ANGULAR ROCK.
SPUR ROAD
MAIN LINE DWG. C10
CONSTRUCT NEW WATER SERVICE FROM EXISTING CORPORATION TO LOCATIONS SHOWN
REQUESTS SEWER SERVICE CONNECTION TO PRIVATE FORCEMAIN
50' WATERFRONT BUFFER
SEPTIC TANK & LEACH FIELD EASEMENT BETWEEN ROADWAY & PROPERTY LINE
CONSTRUCT DRIVEWAY REPAIRS MATCH EXISTING
1,000 S.F. TIDAL BUFFER ZONE IMPACT
2,000 S.F. TIDAL BUFFER ZONE IMPACT
REPLACE 30" CMP WITH 24" RCP, CL3
24" PVC = 30 L.F.
24" RCP = 30 L.F.
24" PES AND TRAP
SILT FENCE (TYP.)
RECLAIMED STABILIZE BASE W/ BLENDED CEMENT & STONE MIXTURE
(SPUR & ROADWAY)
(IN PLACE)
PVI STA = 103+76.98
PVI ELEV = 18.93
HP: STA = 103+71.18
HP: ELEV = 19.88
A.B. = -1.326
K = 36.56
50' VC
PVI STA = 104+01.76
PVI ELEV = 18.54
HP: STA = 103+76.76
HP: ELEV = 19.14
A.B. = -1.375
K = 54.42
50' VC
PVI STA = 105+00.00
PVI ELEV = 16.37
LP: STA = 104+23.00
LP: ELEV = 16.74
A.B. = -1.025
K = 46.30
50' VC
12" PE = 90' @ S=0.006 FT/FT
12" PE = 90' @ S=0.006 FT/FT
-0.97%
-2.00%
-0.90%
-1.00%
DATUM ELEV
5.00
103+50
103+00
104+00
105+00
106+00
107+00
108+00
108+25
UTILITY EASEMENT
30' WIDE = 1.35'
600 S.F. SALT MARSH WETLAND IMPACT
50 S.F. SALT MARSH WETLAND IMPACT
REMOVE VEGETATION TO MATCH EXISTING CONDITIONS BY REPLANTING REMOVED VEGETATION AND INSTALLING WETLAND SEED MIX.
REMOVE EXISTING DRAIN FROM LIMITS OF ROADWAY AND PROPOSED TRENCH SECTION
PLUG AND ABANDON IN PLACE
UNDERWOOD engineers
23 Vaughan Mall, Portsmouth, N.H. 03801
TEL 603-436-8192 Fax 603-431-1733
PLAN & PROFILE SPUR ROAD
STA 102+50 TO STA 108+25
SPUR ROAD
RECONSTRUCTION
CITY OF DOVER, NEW HAMPSHIRE
DWG NO C10
SHEET 32 OF 84


SPUR ROAD
BELLAMY RIVER
LOCATION MAP (N.T.S.)
SCALE: 1 INCH = 30 FT.
EASEMENT PLAN
FOR
CITY OF DOVER
OVER LAND OF
CARL D THERRIEN REVOCABLE TRUST
169 SPUR ROAD
TAX MAP L, LOT 48-H
DOVER, NEW HAMPSHIRE
DOUCET SURVEY


SPUR ROAD
BELLAMY RIVER
LOCATION MAP (N.T.S.)
EASEMENT PLAN
FOR
CITY OF DOVER
OVER LAND OF
NICHOLAS & JULIA ORSI
179 SPUR ROAD
TAX MAP L, LOT 49-F
DOVER, NEW HAMPSHIRE
DOUCET SURVEY

SEP23'20 AM 9:44 DAS

ddm 35

The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

September 23, 2020

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Approve Dexter-Thompson Welch Island, LLC's request to perform the following work on Lake Winnipesaukee in Gilford. File # 2020-01048. This project will not have significant impact on or adversely affect the values of Lake Winnipesaukee.

Attach a 6 foot x 40 foot seasonal pier to an existing shoreline rock and pre-existing anchoring pad along an average of 405 feet of frontage along the southern portion of Welch Island on Lake Winnipesaukee in Gilford.

The New Hampshire Department of Environmental Services (NHDES) imposed the following conditions as part of this approval:

1. In accordance with Env-Wt 307.16, all work shall be done in accordance with the revised plans dated July 2020 by Lake Life Services as received by the NH Department of Environmental Services (NHDES) on July 23, 2020.
2. This permit shall not be effective until it has been recorded in the Belknap County Registry of Deeds and a copy of the recorded permit has been provided to the department as required pursuant to RSA 482-A:3, and Env-Wt 314.02.
3. Any subdivision of the property frontage will require removal of a sufficient portion of the docking structures to comply with the dock size and density requirements in effect at the time of the subdivision as required to maintain compliance with Env-Wt 314.02 and Env-Wt 513.12.
4. Only those structures shown on the approved plans shall be installed or constructed along this frontage as required per Env-Wt 513.22, (a).
5. All portions of the docking structures shall be located at least 20 feet from the abutting property lines and no watercraft shall be secured to the docking facility such that it crosses over the imaginary extension of the property lines over the surface water as required by RSA 482-A:3, XIII.
6. No portion of the docking structures shall extend more than 40 feet from the shoreline at full lake elevation (Elevation 504.32) pursuant to Env-Wt 513.22, (a).
7. All seasonal structures shall be removed for the non-boating season as required per Env-Wt 513.22.
8. The use of this structure shall be limited to the docking and securing of watercraft as required to comply with Env-Wt 307.09.
9. The seasonal dock shall be removed from the water prior to applying any paint, stain, or other preservative coating, and not returned to the water until after such coating is dry as required per Env-Wt 513.22(b)(4).

10. The owner understands and accepts that should these docking structures be found to have an unreasonable impact on the ability of abutting owners to use and enjoy their properties or the public's right to navigation, passage, and use of the resource for commerce and recreation the structures shall be subject to removal pursuant to RSA 482-A:1, RSA 482-A:11, (2), and Env-Wt 513.03 (a).
11. All development activities associated with any project shall be conducted in compliance with applicable requirements of RSA 483-B and Env-Wq 1400 during and after construction as required pursuant to RSA 483-B:3.
12. Pursuant to RSA 483-B:9, V, (a)(2)(d)(v), this permit does not authorize the removal of trees or saplings within the waterfront buffer that would result in a tree and sapling point score below the minimum required per RSA 483-B:9, V, (a)(2)(D)(iv).
13. Pursuant to RSA 482-A:14, RSA 482-A:14-b, and RSA 482-A:14-c, the NHDES is authorized to take appropriate compliance actions should it be determined that, based upon additional information which becomes available, any of the structures depicted as "existing" on the plans submitted by or on behalf of the permittee were not previously permitted or grandfathered.

EXPLANATION

The NHDES approved this project on August 19, 2020. The NHDES supported its decision with the following findings:

1. This is a major impact project per Administrative Rule Env-Wt 513.24(c), construction of a major docking structure providing 5 slips adjacent to a breakwater.
2. The applicant has an average of 405 feet of frontage along Lake Winnipesaukee in Gilford.
3. A maximum of six slips may be permitted on this frontage per Rule Env-Wt 513.12, Frontage Requirements for Private and Non-commercial Docking Structures.
4. The proposed docking facility will provide five slips as defined per RSA 482-A:2, VIII, and therefore meets Rule Env-Wt 513.12.
5. The NHDES finds that because the project is not of significant public interest and will not significantly impair the resources of Lake Winnipesaukee, a public hearing under RSA 482-A:8 is not required.
6. No concerns were received from abutters nor the local Conservation Commission related to the project.
7. The NHDES finds that the project as proposed and conditioned meets the requirements of RSA 482-A and the Wetlands Program Code of Administrative Rules Chapters Env-Wt 100 - 900.

Application file documents are being forwarded to the Governor and the Executive Council in connection with their consideration of this matter pursuant to RSA 482-A:3,II.(a) as it is a major project in public waters of the state.

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

STANDARD DREDGE AND FILL WETLANDS PERMIT APPLICATION

Water Division/Land Resources Management
Wetlands Bureau

Check the Status of your Application

RSA/Rule: RSA 482-A/Env-Wt 100-900

APPLICANT'S NAME: Cody Kretschmer, Lake Life Services **TOWN NAME:** GILFORD

RECEIVED Administrative Use Only MAY 15 2020 NHDES LAND RESOURCES MANAGEMENT	COMPLETE Administrative Use Only MAY 18 2020	Administrative Use Only	File No. 2020-01048
			Check No. 329
			Amount: $480.00
			Initials: LSL

A person may request a waiver to requirements in Rules Env-Wt 100-900 to accommodate situations where strict adherence to the requirements would not be in the best interests of the public or the environment. A person may also request a waiver of standard for existing dwellings over water pursuant to RSA 482-A:26, III (b). For more information, please consult the request form.

SECTION 1 - REQUIRED PLANNING FOR ALL PROJECTS (Env-Wt 306.05; RSA 482-A:3, I(d)(2))
Please use the Wetland Permit Planning Tool (WPPT), the Natural Heritage Bureau (NHB) DataCheck Tool, the Aquatic Resource Mapper, or other sources to assist in identifying key features such as: priority resource areas (PRAs), protected species or habitats, coastal areas, designated rivers, or designated prime wetlands.

Has the required planning been completed? ☒ Yes ☐ No

Does the property contain a PRA? ☐ Yes ☒ No. If yes, provide the following information:

- Does the project qualify for an Impact Classification Adjustment or a Project-Type Exception (See Env-Wt 407.02 and Env-Wt 407.04)? ☐ Yes ☐ No
- Protected species or habitat? ☐ Yes ☒ No. If yes, species or habitat name(s):
- NHB Project ID #: NHB-0990
- Bog? ☐ Yes ☒ No
- Floodplain wetland contiguous to a tier 3 or higher watercourse? ☐ Yes ☒ No
- Designated Prime Wetland or duly-established 100-foot buffer? ☐ Yes ☒ No
- Sand dune, tidal wetland, tidal water, or undeveloped tidal buffer zone? ☐ Yes ☒ No

Is the property within a Designated River corridor? ☐ Yes ☒ No. If yes, provide the following information:

- Name of Local River Management Advisory Committee (LAC):
- A copy of the application was sent to the LAC on Month: Day: Year:

For stream crossing projects, provide watershed size:

For dredging projects, is the subject property contaminated? ☐ Yes ☒ No
If yes, list contaminant:

Is there potential to impact impaired waters, class A waters, or outstanding resource waters? ☐ Yes ☒ No

SECTION 2 - PROJECT DESCRIPTION (Env-Wt 311.04(i))
Provide a brief description of the project and the purpose of the project, outlining the scope of work to be performed and whether impacts are temporary or permanent. DO NOT reply "See attached" in the space provided below.

Install a 40 foot long by 6 foot wide (240 square foot) seasonal dock using an existing concrete pad. The existing pad was for a former seasonal dock, installed and used in the 1980s. First, the exsiting pad will be bracketed to two rocks at the shoreline. Then the seasonal dock hindge will be place on the pad in-line with the shoreline. Then the seasonal dock will be installed. The dock lift winch and support hook will be attached to a tree and rock set back from the shoreline. This property has 405 feet of frontage on Lake Winnipesaukee. There is one approved breakwater/permanent dock structure on the property providing 2 slips. This dock will provide an additional 2 slips. The shoreline will not be altered. The temporarily affected area is 6 feet of the shoreline of Lake Winnipesaukee, no wetlands exist at the project site. A siltation fence and turbidity net will be used.

SECTION 3 - PROJECT LOCATION
Separate wetland permit applications must be submitted for each municipality within which wetland impacts occur.

ADDRESS: 61 Welch Island	TOWN/CITY: Gilford
TAX MAP/BLOCK/LOT/UNIT: Map 250 Lot 15	
US GEOLOGICAL SURVEY (USGS) TOPO MAP WATERBODY NAME: Lake Winnipesaukee ☒ N/A	
(Optional) LATITUDE/LONGITUDE in decimal degrees (to five decimal places):	43.59643° North -71.36459° West

SECTION 4 - APPLICANT (DESIRED PERMIT HOLDER) INFORMATION (Env-Wt 311.04(a))
If the applicant is a trust or a company, then complete with the trust or company information.

NAME: Dexter-Thompson Welch Island LLC		
MAILING ADDRESS		
TOWN/CITY	STATE:	ZIP CODE:
EMAIL ADDRESS:	FAX:	PHONE:

ELECTRONIC COMMUNICATION: By initialing here: DDT, I hereby authorize NHDES to communicate all matters relative to this application electronically.

SECTION 5 - AUTHORIZED AGENT INFORMATION (Env-Wt 311.04(c))
☒ N/A

LAST NAME, FIRST NAME, M.I.: Kretschmer, Cody		
COMPANY NAME: Lake Life Services, LLC	MAILING ADDRESS: 615 Cherry Valley Road	
TOWN/CITY: Gilford	STATE: NH	ZIP CODE: 03247
EMAIL ADDRESS: lakelifeservicesnh@gmail.com	FAX:	PHONE: 603-540-1259

ELECTRONIC COMMUNICATION: By initialing here CK, I hereby authorize NHDES to communicate all matters relative to this application electronically.

SECTION 6 - PROPERTY OWNER INFORMATION (IF DIFFERENT THAN APPLICANT) (Env-Wt 311.04(b))
If the owner is a trust or a company, then complete with the trust or company information.
☒ Same as applicant

NAME:		
MAILING ADDRESS:		
TOWN/CITY:	STATE:	ZIP CODE:
EMAIL ADDRESS:	FAX:	PHONE:

ELECTRONIC COMMUNICATION: By initialing here _____, I hereby authorize NHDES to communicate all matters relative to this application electronically.

SECTION 7 - RESOURCE-SPECIFIC CRITERIA ESTABLISHED IN Env-Wt 400, Env-Wt 500, Env-Wt 600, Env-Wt 700, OR Env-Wt 900 HAVE BEEN MET (Env-Wt 313.01(a)(3)).

Describe how the resource-specific criteria have been met for each Chapter listed above (please attach information about stream crossings, coastal resources, prime wetlands, or non-tidal wetlands and surface waters).
This project does not incorporate resource-specific criteria established in ENV-Wt 400,500,600,700 or 900. There are no sensitive receptors in the work area or lake that will be impacted. This seasonal dock is being installed as a docking structure under Env-Wt 500. During construction erosion control tools will be utilized. There will be no change to the existing shoreline. Utilization of the existing pad in-place is the least disruptive option for installation of the dock. A removeable wooden rap will be built to access the dock - this will be placed over the land surface and not attached to the ground.

SECTION 8 - AVOIDANCE AND MINIMIZATION

Impacts within wetland jurisdiction must be avoided to the maximum extent practicable (Env-Wt 313.03(a)). If all impacts cannot be avoided, a functional assessment is required for minor and major projects (Env-Wt 311.03(b)(10)). Any project with unavoidable jurisdictional impacts must then be minimized as described in the Wetlands Best Management Practice Techniques For Avoidance and Minimization and the Wetlands Permitting: Avoidance, Minimization and Mitigation Fact Sheet.

Please refer to the application checklist to ensure that you have attached all documents related to avoidance and minimization, as well as functional assessment (where applicable). You can use the Avoidance and Minimization Checklist, the Avoidance and Minimization Narrative, or your own avoidance and minimization narrative.

SECTION 9 - MITIGATION REQUIREMENT (Env-Wt 311.02)

If unavoidable jurisdictional impacts require mitigation, a mitigation pre-application meeting must occur at least 30 days but not more than 90 days prior to submitting this Standard Dredge and Fill Permit Application.

Mitigation Pre-Application Meeting Date: Month: Day: Year:

(☒ N/A - Mitigation is not required)

SECTION 10 - THE PROJECT MEETS COMPENSATORY MITIGATION REQUIREMENTS (Env-Wt 313.01(a)(1)c).

Have you submitted a compensatory mitigation proposal that meets the requirements of Env-Wt 800 for all permanent impacts that will remain after avoidance and minimization demonstration? ☐ Yes ☐ No

(☒ N/A - Mitigation is not required)

SECTION 11 - IMPACT AREA (Env-Wt 311.04(g))

For each jurisdictional area that will be/has been impacted, provide square feet (SF) and, if applicable, linear feet (LF) of impact, and note whether the impact is after-the-fact (ATF; i.e., work was started or completed without required permitting).

For intermittent and ephemeral* streams, the linear footage of impact is measured along the thread of the channel. **Please note, installation of a stream crossing in an ephemeral stream may be undertaken without a permit per Rule Env-Wt 309.02(d), however other dredge or fill impacts should be included below.*

For perennial streams/rivers, the linear footage of impact is calculated by summing the lengths of disturbances to the channel and banks.

Permanent impacts are impacts that will remain after the project is complete (e.g., changes in grade or surface materials). Temporary impacts are impacts not intended to remain (and will be restored to pre-construction conditions) after the project is completed.

JURISDICTIONAL AREA		PERMANENT			TEMPORARY		
		SF	LF	ATF	SF	LF	ATF
Wetlands	Forested Wetland			☐			☐
	Scrub-shrub Wetland			☐			☐
	Emergent Wetland			☐			☐
	Wet Meadow			☐			☐
	Vernal Pool			☐			☐
	Designated Prime Wetland			☐			☐
	Duly-established 100-foot Prime Wetland Buffer			☐			☐
Surface Water	Intermittent / Ephemeral* Stream			☐			☐
	Perennial Stream or River			☐			☐
	Lake / Pond			☐			☐
	Docking - Lake / Pond		6	☐			☐
	Docking – River			☐			☐
B	Bank - Intermittent Stream			☐			☐

	Bank - Perennial Stream / River			☐			☐
	Bank/shoreline - Lake / Pond			☐			☐
Tidal	Tidal Waters			☐			☐
	Tidal Marsh			☐			☐
	Sand Dune			☐			☐
	Undeveloped Tidal Buffer Zone (TBZ)			☐			☐
	Previously-developed TBZ			☐			☐
	Docking - Tidal Water			☐			☐
	TOTAL						

SECTION 12 - APPLICATION FEE (RSA 482-A:3, I)

☒ **MINIMUM IMPACT FEE:** Flat fee of $400

☐ **NON-ENFORCEMENT RELATED, PUBLICLY-FUNDED AND SUPERVISED RESTORATION PROJECTS, REGARDLESS OF IMPACT CLASSIFICATION:** Flat fee of $400 (refer to RSA 482-A:3, 1(c) for restrictions)

☒ **MINOR OR MAJOR IMPACT FEE:** Calculate using the table below:

Permanent and temporary (non-docking):	SF	× $0.40 =	$
Seasonal docking structure:	240 SF	× $2.00 =	$ 480
Permanent docking structure:	SF	× $4.00 =	$
Projects proposing shoreline structures (including docks) add $400 =			$
		Total =	$ 480

The application fee for minor or major impact is the above calculated total or $400, whichever is greater = $ 480

SECTION 13 - PROJECT CLASSIFICATION (Env-Wt 306.05)

Indicate the project classification.

☐ Minimum Impact Project	☐ Minor Project	☒ Major Project

SECTION 14 - REQUIRED CERTIFICATIONS (Env-Wt 311.11)

Initial each box below to certify:

Initials: CK	To the best of the signer's knowledge and belief, all required notifications have been provided.
Initials: CK	The information submitted on or with the application is true, complete, and not misleading to the best of the signer's knowledge and belief.
Initials: CK	The signer understands that: • The submission of false, incomplete, or misleading information constitutes grounds for NHDES to: 1. Deny the application. 2. Revoke any approval that is granted based on the information. And 3. If the signer is a certified wetland scientist, licensed surveyor, or professional engineer licensed to practice in New Hampshire, refer the matter to the joint board of licensure and certification established by RSA 310-A:1. • The signer is subject to the penalties specified in New Hampshire law for falsification in official matters, currently RSA 641. • The signature shall constitute authorization for the municipal conservation commission and the Department to inspect the site of the proposed project, except for minimum impact trail projects, where the signature shall authorize only the Department to inspect the site pursuant to RSA 482-A:6, II.
Initials: CK	If the applicant is not the owner of the property, each property owner signature shall constitute certification by the signer that he or she is aware of the application being filed and does not object to the filing.

SECTION 15 - REQUIRED SIGNATURE (Env-Wt 311.04(d); Env-Wt 311.11)

SIGNATURE (OWNER):	PRINT NAME LEGIBLY: BRADLEY THOMPSON	DATE: 5/5/2020
SIGNATURE (APPLICANT, IF DIFFERENT FROM OWNER):	PRINT NAME LEGIBLY:	DATE:
SIGNATURE (AGENT, IF APPLICABLE):	PRINT NAME LEGIBLY: P. Cody Kretschmer	DATE: 5/5/2020

SECTION 16 - TOWN/ CITY CLERK SIGNATURE (Env-Wt 311.04(f))	
As required by RSA 482-A:3, I(a),(1), I hereby certify that the applicant has filed four application forms, four detailed plans, and four USGS location maps with the town/city indicated below.	
TOWN/CITY CLERK SIGNATURE:	PRINT NAME LEGIBLY: Danielle Lafond
TOWN/CITY: Gilford	DATE: 5/8/2020

DIRECTIONS FOR TOWN/CITY CLERK:

Per RSA 482-A:3, I(a)(1):

1. IMMEDIATELY sign the original application form and four copies in the signature space provided above.
2. Return the signed original application form and attachments to the applicant so that the applicant may submit the application form and attachments to NHDES by mail or hand delivery.
3. IMMEDIATELY distribute a copy of the application with one complete set of attachments to each of the following bodies: the municipal Conservation Commission, the local governing body (Board of Selectmen or Town/City Council), and the Planning Board. And
4. Retain one copy of the application form and one complete set of attachments and make them reasonably accessible for public review.

DIRECTIONS FOR APPLICANT:

Submit the single, original permit application form bearing the signature of the Town/City Clerk, additional materials, and the application fee to NHDES by mail or hand delivery at the address at the bottom of this page.

SIGNATURE (OWNER):	PRINT NAME LEGIBLY: BRADLEY THOMPSON	DATE: 5/5/2020
SIGNATURE (APPLICANT, IF DIFFERENT FROM OWNER):	PRINT NAME LEGIBLY:	DATE:
SIGNATURE (AGENT, IF APPLICABLE):	PRINT NAME LEGIBLY: P. Cody Kretschmer	DATE: 5/5/2020

SECTION 16 - TOWN/CITY CLERK SIGNATURE (Env-Wt 311.04(f))	
As required by RSA 482-A:3, I(a),(1), I hereby certify that the applicant has filed four application forms, four detailed plans, and four USGS location maps with the town/city indicated below.	
TOWN/CITY CLERK SIGNATURE:	PRINT NAME LEGIBLY:
TOWN/CITY:	DATE:

DIRECTIONS FOR TOWN/CITY CLERK:
Per RSA 482-A:3, I(a)(1)

1. IMMEDIATELY sign the original application form and four copies in the signature space provided above.
2. Return the signed original application form and attachments to the applicant so that the applicant may submit the application form and attachments to NHDES by mail or hand delivery.
3. IMMEDIATELY distribute a copy of the application with one complete set of attachments to each of the following bodies: the municipal Conservation Commission, the local governing body (Board of Selectmen or Town/City Council), and the Planning Board. And
4. Retain one copy of the application form and one complete set of attachments and make them reasonably accessible for public review.

DIRECTIONS FOR APPLICANT:
Submit the single, original permit application form bearing the signature of the Town/City Clerk, additional materials, and the application fee to NHDES by mail or hand delivery at the address at the bottom of this page.

Keep this checklist for your reference; do not submit with your application.

APPLICATION CHECKLIST
(Items identified with an asterisk (*) are required only for Minor and Major Projects)

- ☒ The completed, dated, signed and certified application (Env-Wt 311.03(b)(1)).
- ☒ Correct fee as determined in RSA 482-A:3, I(b) or (c), subject to any cap established by RSA 482-A:3, X (Env-Wt 311.03(b)(2)).
- ☐ US Army Corps of Engineers (ACE) "Appendix B, New Hampshire General Permits (GPs), Required Information and Corps Secondary Impacts Checklist" and its required attachments (Env-Wt 307.02). *This includes the US Fish and* ***Wildlife Service IPAC review*** *and* ***Section 106 Historic/Archaeological Resource review***.

  Appendix B can be found here: USACE Appendix B.
- ☒ **Project plans** described in Env-Wt 311.05 (Env-Wt 311.03(b)(4)).
- ☒ Maps, or electronic shape files and meta data, and other attachments specified in Env-Wt 311.06 (Env-Wt 311.03(b)(5)).
- ☒ **Permit conditions required for all permits**: explanation as to methods, timing, and manner as to how the project will meet standard permit conditions required in Env-Wt 307 (Env-Wt 311.03(b)(7)).
- ☐ If applicable, the information regarding proposed **compensatory mitigation** specified in Env-Wt 311.08 and Chapter Env-Wt 800 – Permittee Responsible Mitigation Project Worksheet, unless not required under Env-Wt 313.04
  (Env-Wt 311.03(b)(8); Env-Wt 311.08; Env-Wt 313.04).
- ☐ Any additional information specific to the **type of resource** as specified in Env-Wt 311.09 (Env-Wt 311.03(b)(9); Env-Wt 311.04(j)).
- ☒ Project specific information required by Env-Wt 500, Env-Wt 600, and Env-Wt 900 (Env-Wt 311.03(b)(11)).
- ☒ A list containing the name, mailing address and tax map/lot number of each abutter to the subject property (Env-Wt 311.03(b)(12)).
- ☒ Copies of certified postal receipts or other proof of receipt of the notices that are required by RSA 482-A:3, I(d) (Env-Wt 311.03(b)(13)).
- ☒ Project design considerations required by Env-Wt 313 (Env-Wt 311.04(j)).
- ☒ Town tax map showing the subject property, the location of the project on the property, and the location of properties of abutters with each lot labeled with the name and mailing address of the abutter (Env-Wt 311.06(a)).
- ☒ Dated and labeled **color photographs** that:
  - (1) Clearly depict:
    - a. All jurisdictional areas, including but not limited to portions of wetland, shoreline, or surface water where impacts have or are proposed to occur. And
    - b. All existing shoreline structures. And
  - (2) Are mounted or printed no more than 2 per sheet on 8.5 x 11 inch sheets (Env-Wt 311.06(b)).
- ☒ A copy of the appropriate US Geological Survey map or updated data based on LiDAR at a scale of one inch equals 24,000 feet showing the location of the subject property and proposed project (Env-Wt 311.06(c)).
- ☒ A narrative that describes the work sequence, including pre-construction through post-construction, and the relative timing and progression of all work (Env-Wt 311.06(d)).

- [ ] For all projects in the protected tidal zone, include a copy of the recorded deed with book and page numbers for the property (Env-Wt 311.06(e)).
- [ ] If the applicant is not the owner in fee of the subject property, documentation of the applicant's legal interest in the subject property, provided that for utility projects in a utility corridor, such documentation may comprise a list that:
  - (1) Identifies the county registry of deeds and book and page numbers of all of the easements or other recorded instruments that provide the necessary legal interest. And
  - (2) Has been certified as complete and accurate by a knowledgeable representative of the applicant (Env-Wt 311.06(f)).
- [x] The NHB memo containing the NHB identification number and results and recommendations from NHB as well as any written follow-up communications such as additional memos or email communications with either NHB or New Hampshire Fish and Game Department (NHF&G) (Env-Wt 311.06(g)). See Wetlands Permitting: Protected Species and Habitat Fact Sheet.
- [ ] A statement of whether the applicant has received comments from the local conservation commission and, if so, how the applicant has addressed the comments (Env-Wt 311.06(h)).
- [ ] For projects in **LAC jurisdiction**, a statement of whether the applicant has received comments from the LAC and, if so, how the applicant has addressed the comments (Env-Wt 311.06(i)).
- [ ] If the applicant is also seeking to be covered by the state general permits, a statement of whether comments have been received from any federal agency and, if so, how the applicant has addressed the comments (Env-Wt 311.06(j)).
- [ ] For after-the-fact applications: information required by Env-Wt 311.12 (Env-Wt 311.12).
- [ ] Coastal Resource Worksheet for coastal projects as required under Env-Wt 600.
- [ ] Prime Wetlands information required under Env-Wt 700. See WPPT for Prime wetland mapping.
- [ ] Stream Crossing Worksheet *(optional)* which summarizes the requirements by Env-Wt 900.
- [x] Avoidance and Minimization Written Narrative, Avoidance and Minimization Checklist, or your own avoidance and minimization narrative (Env-Wt 311.07).
- [x] * Attachment A: Minor and Major Projects (Env-Wt 311.10).
- [x] * Functional Assessment Worksheet or others means of documenting the results of actions required by Env-Wt 311.01 as part of an application preparation for a standard permit. (Env-Wt 311.03(b)(3)). See Functional Assessments for Wetlands and Other Aquatic Resources Fact Sheet.
- [ ] Optional: Request for concurrent processing of related shoreland/wetlands permit applications (Env-Wt 313.05).

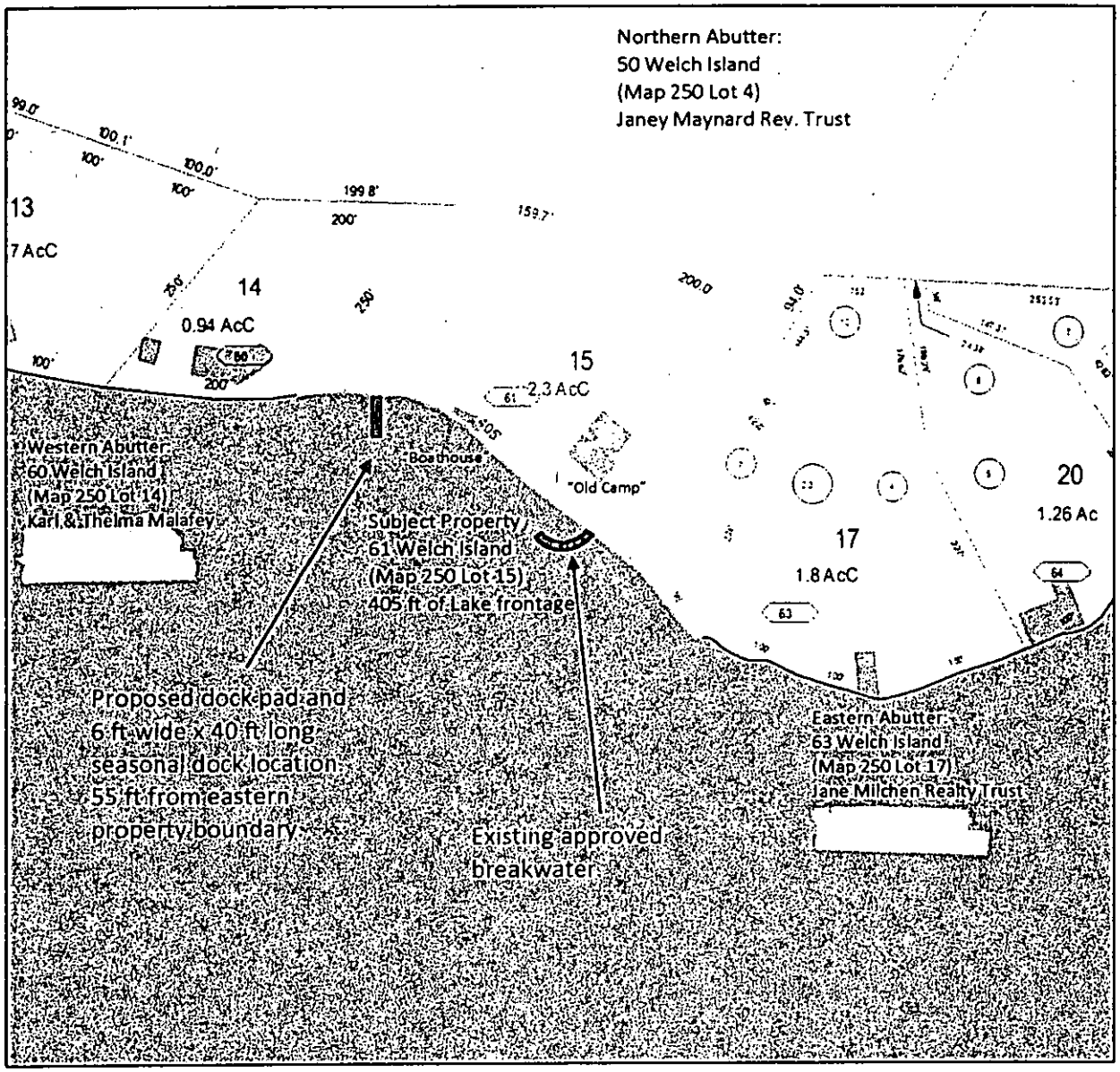
61 Welch Island

Map 250 Lot 15

1 inch = 150 Feet

0 150 300 450

April 16, 2020



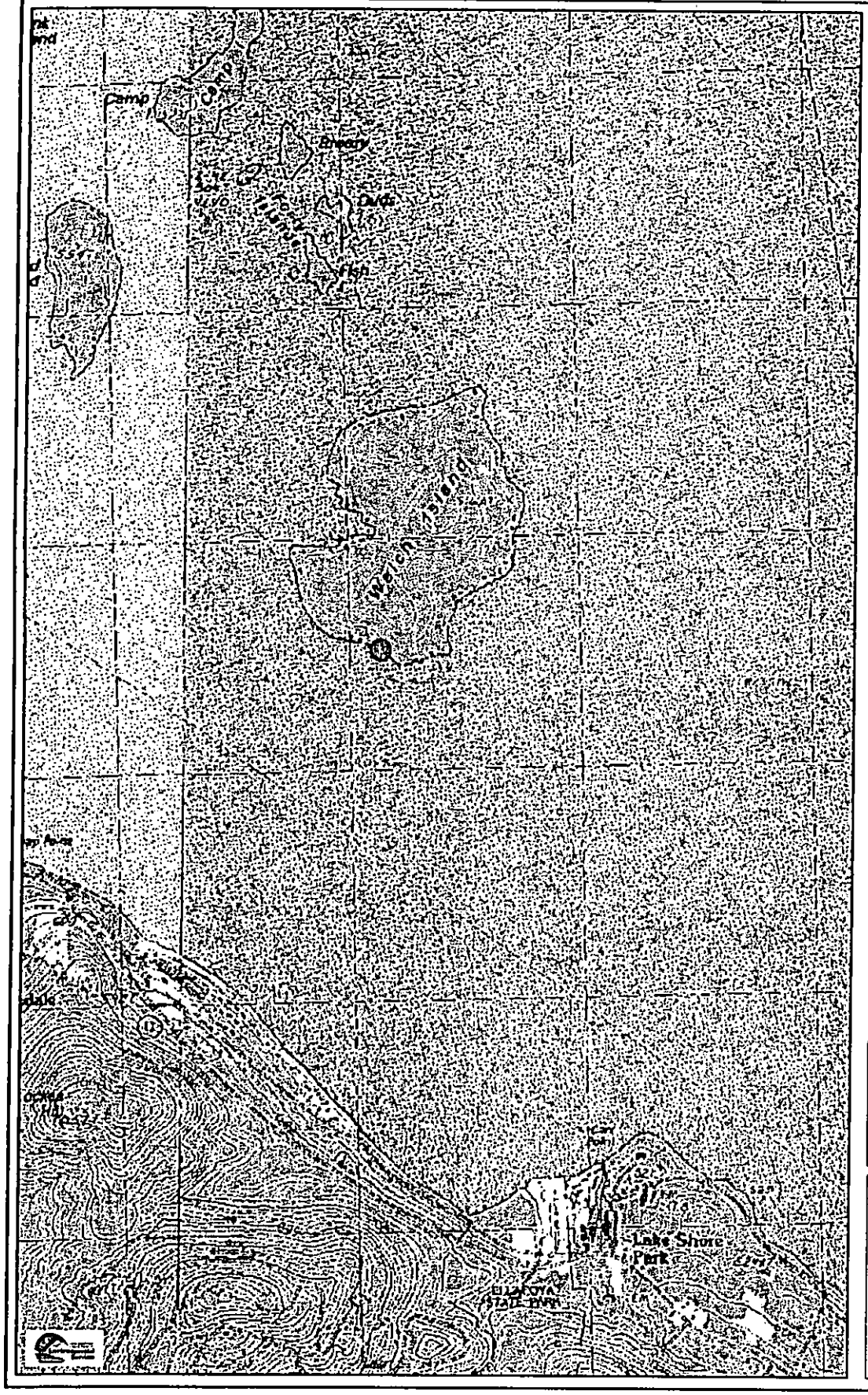
PROPERTYLINE	Building Polygons
PWATER	Water Arc
tanno_poly	Water Poly
Building Lines	

Created for a NH DES Wetlands PBN for installation of a seasonal dock pad and seasonal dock.

Lake Life Services, April 2020

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

61 Welch Island Gilford - Map 250 Lot 15



Legend

Map Scale

1: 24,000

© NH DES, http://des.nh.gov

Map Generated: 4/16/2020

Notes

Seasonal Dock and Anchoring Pad Installation

NEW HAMPSHIRE NATURAL HERITAGE BUREAU
NHB DATACHECK RESULTS LETTER

To: Cody Kretchmer
615 Cherry Valley Road
Gilford, NH 03249

From: NH Natural Heritage Bureau

Date: 4/20/2020 (valid for one year from this date)

Re: Review by NH Natural Heritage Bureau of request submitted 4/9/2020

VALID ONLY FOR NOTIFICATION OR MINIMUM EXPEDITED APPLICATIONS SUBMITTED TO THE NHDES WETLANDS BUREAU

NHB File ID: NHB20-0990 **Applicant:** Cody Kretschmer

Location: Gilford
Tax Maps: Map 250 Lot 15

Project Description: Installation of a seasonal dock.

The NH Natural Heritage database has been checked by staff of the NH Natural Heritage Bureau and/or the NH Nongame and Endangered Species Program for records of rare species and exemplary natural communities near the area mapped below. The species considered include those listed as Threatened or Endangered by either the state of New Hampshire or the federal government.

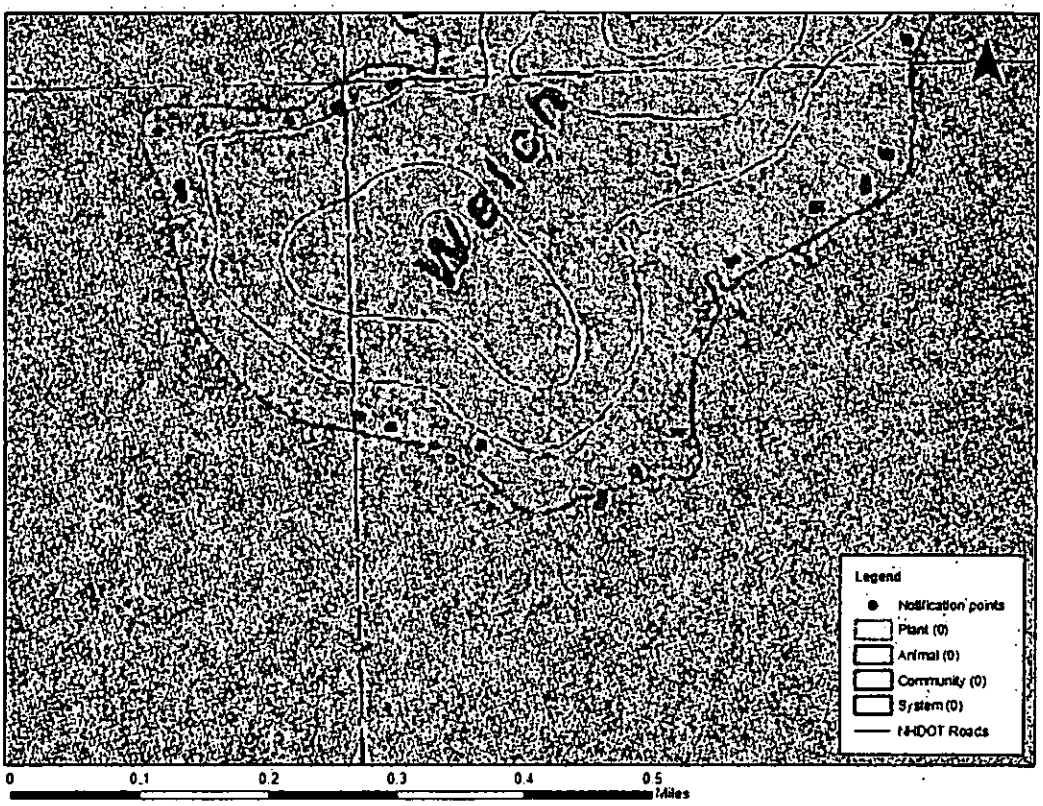
It was determined that, although there was a NHB record (e.g., rare wildlife, plant, and/or natural community) present in the vicinity, we do not expect that it will be impacted by the proposed project. This determination was made based on the project information submitted via the NHB Datacheck Tool on 4/9/2020, and cannot be used for any other project.

Department of Natural and Cultural Resources
Division of Forests and Lands
(603) 271-2214 fax: 271-6488

DNCR/NHB
172 Pembroke Rd.
Concord, NH 03301

MAP OF PROJECT BOUNDARIES FOR: **NHB20-0990**

NHB20-0990



Department of Natural and Cultural Resources
Division of Forests and Lands
(603) 271-2214 fax: 271-6488

DNCR/NHB
172 Pembroke Rd.
Concord, NH 03301

Abutter information:

Western Abutter: 60 Welch Island (Map 250 Lot 14) Owner and Mailing Address: Karl & Thelma Malafey	Eastern Abutter: 63 Welch Island (Map 250 Lot 17) Owner and Mailing Address: Jane Milchen Realty Trust	Northern Abutter: 50 Welch Island (Map 250 Lot 4) Owner and Mailing Address: Janey Maynard Rev. Trust
Notification Letter Sent: 4/30/2020	Notification Letter Sent: 4/30/2020	Notification Letter Sent: 4/30/2020
USPS Tracking Number: 9505513360670121583330	USPS Tracking Number: 9505513360670121583323	USPS Tracking Number: 9505513360670121583316
Letter Delivered: 5/2/2020	Letter Delivered: 5/4/2020	Letter Delivered: 5/6/2020

The enclosed documentation includes the following:

- Standard Dredge and Fill Wetlands Application (with all applicable signatures and fee);
- A Topographic Map and Tax Map showing the location of the proposed work;
- A NH DES Wetlands PPP Tool map of the area;
- Photographs of existing conditions;
- Site Plans and a Cross-Section depicting and detailing the proposed work tasks and timeline;
- NH Natural Heritage Bureau Data Check letter for the project;
- Attachment A: Minor and Major Projects worksheet;
- Avoidance and Minimization Checklist;
- The Standard Permit Checklist; and
- Proof of notification of the project to all abutters.

If you have any questions about this project, please do not hesitate to reach out to me at (603) 540-1259 or lakelifeservicesnh@gmail.com.

Thank you,

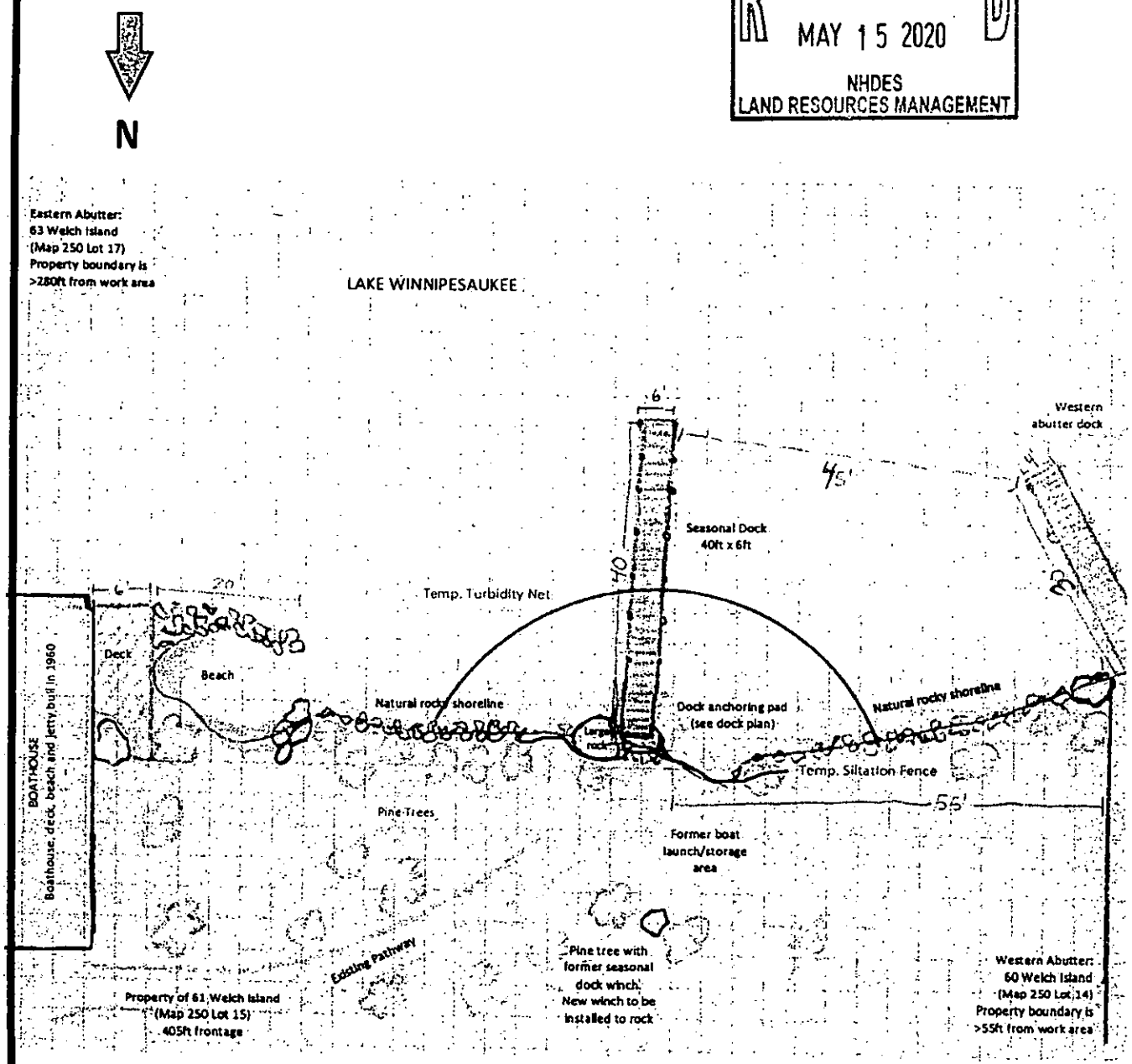
Cody Kretschmer, Owner

603.540.1259

lakelifeservicesnh@gmail.com

lakelifeservicesnh.com

RECEIVED
MAY 15 2020
NHDES
LAND RESOURCES MANAGEMENT



SITE PLAN

61 Welch Island, Gilford, NH

NH DES Wetlands Permit
Install Seasonal Dock

Property Owner:
Dexter-Thompson Welch Island LLC
Applicant/Contractor:
Lake Life Services
Date: April 2020

PROJECT INTENT: Install (using a previously used) seasonal dock anchoring pad and seasonal dock at 61 Welch Island. This property has 405ft of water frontage, with one existing approved breakwater dock and two homes.

PROJECT TIMELINE: Spring/Summer 2020 – estimated 3-5 days of work.

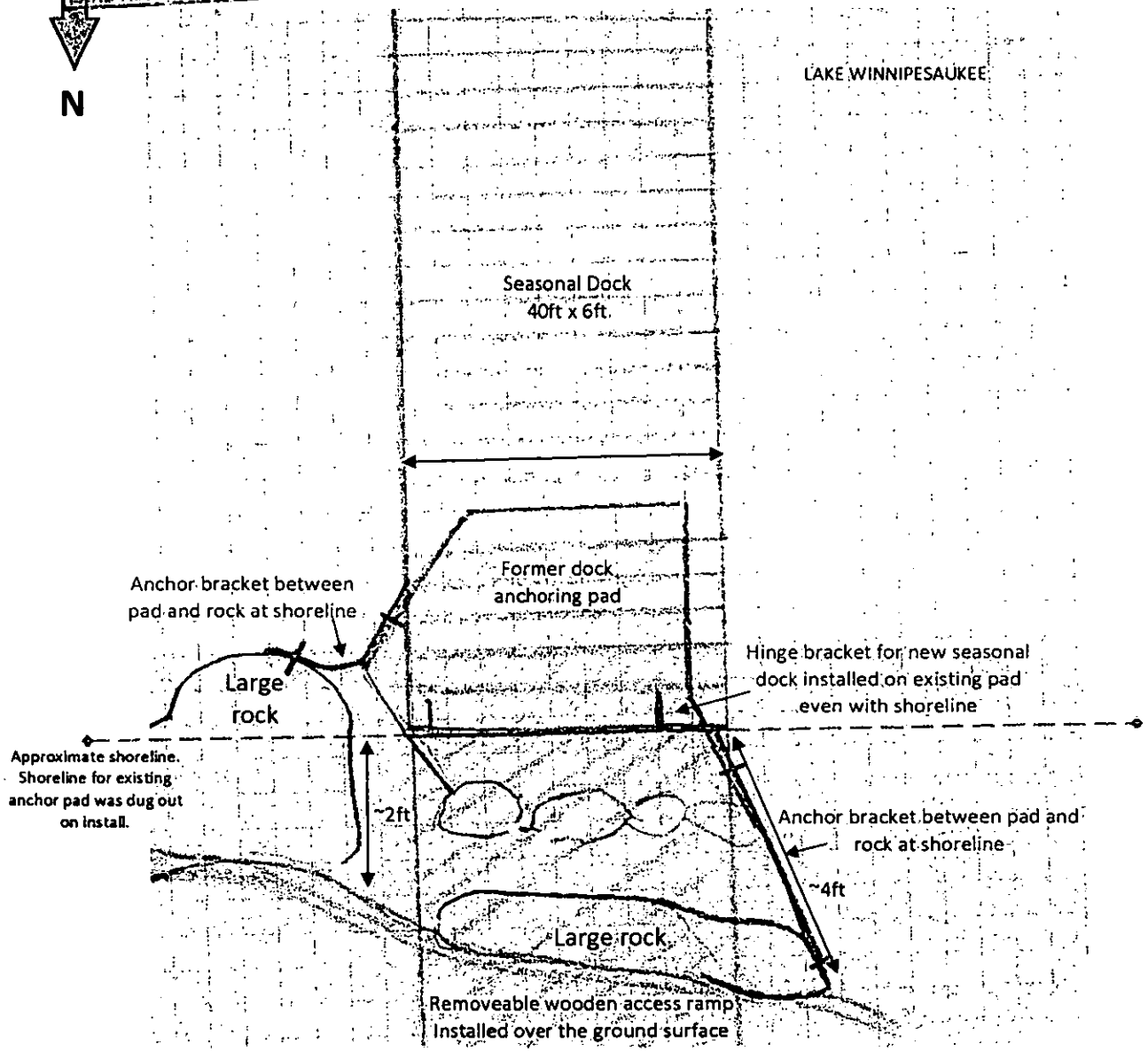
PROJECT TASKS (in order of completion):
*Prepare site by installing erosion control fence and turbidity net
*Install support brackets into existing pad and two existing rocks in order to maintain location of anchoring pad.
*install support brackets to anchoring pad for seasonal dock – the brackets will be installed in-line with the existing shoreline.
*Install new 40ft x 6 ft seasonal dock and decking.
*Install wood ramp over the land for access to seasonal dock.
*Remove erosion control features.

The maximum temporary impact areas is the 6-foot wide anchoring pad foot print.

No changes to existing shoreline will be made.
No heavy equipment will be used.
No new material will be brought on-site.

Not to scale. Dimensions provided within plan.

RECEIVED
MAY 15 2020
NHDES
LAND RESOURCES MANAGEMENT



Dock Support Schematic

61 Welch Island, Gilford, NH

NH DES Wetlands Permit
Install Seasonal Dock

Property Owner:
Dexter-Thompson Welch Island LLC
Applicant/Contractor:
Lake Life Services
Date: April 2020

PROJECT INTENT: Install (using a previously used) seasonal dock anchoring pad and seasonal dock at 61 Welch Island. This property has 405ft of water frontage, with one existing approved breakwater (2 slips total) dock and two homes.

PROJECT TASKS FOR SUPPORT STRUCTURE:

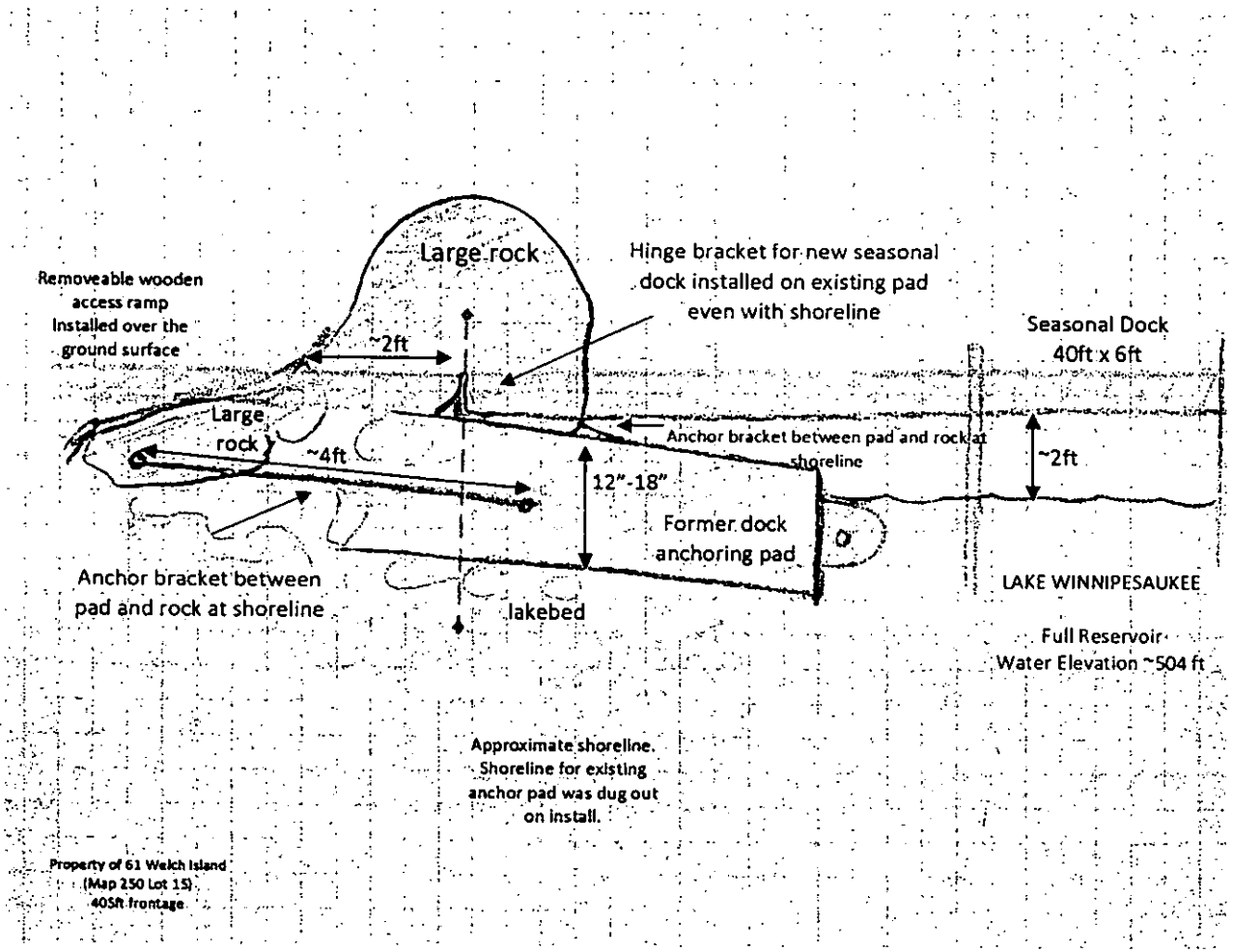
*Install two support brackets into existing pad and two existing rocks in order to maintain location of anchoring pad.
*install support brackets to anchoring pad for seasonal dock – the bracket will be installed in-line with the existing shoreline.
*Install new 40ft x 6 ft seasonal dock and decking over the existing pad.
*Install wood ramp over the land for access to seasonal dock over the existing pad.

No changes to existing shoreline will be made.
No heavy equipment will be used.
No new material will be brought on-site.

Photograph of existing conditions:

Not to scale. Dimensions provided within plan.

RECEIVED
MAY 15 2020
NHDES
LAND RESOURCES MANAGEMENT



Cross-Section

61 Welch Island, Gilford, NH

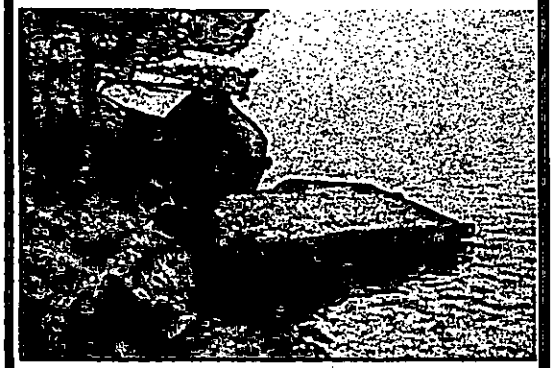
NH DES Wetlands Permit
Install Seasonal Dock

Property Owner:
Dexter-Thompson Welch Island LLC
Applicant/Contractor:
Lake Life Services
Date: April 2020

PROJECT INTENT: Install (using a previously used) seasonal dock anchoring pad and seasonal dock at 61 Welch Island. This property has 405ft of water frontage, with one existing approved breakwater (2 slips total) dock and two homes.

PROJECT TASKSFOR SUPPORT STRUCTURE:

*Install two support brackets into existing pad and two existing rocks in order to maintain location of anchoring pad.
*install support bracket to anchoring pad for seasonal dock – the bracket will be installed in-line with the existing shoreline.
*Install new 40ft x 6 ft seasonal dock and decking over the existing pad.
*Install wood ramp over the land for access to seasonal dock over the existing pad.
No changes to existing shoreline will be made.
No heavy equipment will be used.
Photograph of existing pad:



Not to scale. Dimensions provided within plan.

OCT01'20 AM 9:02 DAS

JBB
35A

New Hampshire Veterans Home

139 Winter Street
Tilton, NH 03276-5415

Margaret D. LaBrecque
Commandant

Telephone: (603) 527-4400
Fax : (603) 286-4242

September 30, 2020

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Veterans Home (NHVH) to enter into a **sole source** contract with Eastern Pipe Services LLC, (VC#333559), 2 Thibeault Dr, Bow NH 03304 in the amount of $13,500 to repair our Wildlife Pond that is classified as a DAM located on the grounds of the Home effective upon Governor & Council approval through June 30, 2021.

Funding Source is 100% Other Funds:

The NHVH, Board of Managers has voted and approved the repairs to be expended from the Resident Benefit Fund, as follows:

010-70240000-048-500226 Contract Repairs **$13,500**

EXPLANATION

This is a sole source because the repair is needed in a short time frame and the potential damage to the DAM berm.

This contract provides for repair of the Wildlife Pond classified as a DAM located at the NHVH. The Wildlife Pond has a damaged overflow drainpipe, which has caused the level of the pond to be lower than normal. The metal pipe that releases the excess water from the pond has corroded and needs replacement and/or repair.

The Wildlife Pond is registered by the State of New Hampshire, Department of Environmental Services (DES) as a DAM and the Home has consulted with DES representatives to determine the best course of action. After meeting on site with the Chief Engineering and Construction Engineer from DES and the Dam Safety Engineer, Dam Bureau, DES, Water Division, it was recommended that NHVH consult Eastern Pipe Service, LLC to evaluate the condition of the corroded pipe.

Leaving the Wildlife Pond in its present condition and not repairing the drainpipe does not allow the NHVH's residents to enjoy fishing and other pond side outdoor activities. The repair needs to be completed to prevent sinkholes from forming above the drainpipe, which would result in the need for costly excavation of the earth berm dam. In addition, the water level could negatively affect the performance of the stainless steel plate heat exchanger submerged in the pond that is an integral part of the water source heat pump system used throughout the Home.

Your favorable action on this request would be appreciated.

Respectfully Submitted,

Margaret D. LaBrecque

Margaret D. LaBrecque
Commandant

FORM NUMBER P-37 (version 11/7/2019)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Veterans Home	1.2 State Agency Address 139 Winter Street, Tilton, NH 03276
1.3 Contractor Name Eastern Pipe Services	1.4 Contractor Address 2 Thibeault Dr Bow NH 03304
1.5 Contractor Phone Number 603-267-7000 / 1.6 Account Number 043-010-702[illegible]0000-048	1.7 Completion Date 6/30/2021 / 1.8 Price Limitation $13,5000
1.9 Contracting Officer for State Agency Stephanie Kelley	1.10 State Agency Phone Number 603-527-4838
1.11 Contractor Signature Richard Beethiaume	1.12 Name and Title of Contractor Signatory Richard Beethiaume MANAGER
1.13 State Agency Signature Date: SKelley 9/30/20	1.14 Name and Title of State Agency Signatory Stephanie Kelley Business Administrator IV
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Michael Hakey, Attorney On: 9/30/20	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:	

Contractor Initials RGB
Date 9/30/20

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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-o 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials RGB
Date 9/30/20

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials RGB
Date 9/30/20

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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.

23. 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 with respect to the subject matter hereof.

Contractor Initials BGB
Date 9/30/20

EXHIBIT A
A. SPECIAL PROVISIONS

There are no special provisions in this contract.

EXHIBIT B

SCOPE OF SERVICES

B. Scope Of Services:

The NH Veterans Home proposes to enter into an agreement with Eastern Pipe Services to repair the pond where a culvert that holds the water has corroded and no longer functioning properly.

The scope of work is to furnish the all labor and all materials required to perform the work of repairing this pond that also classified as DAM.

1. The Vendor shall conduct his work so as to interfere as little as possible with State business, determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.

2. The Vendor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner within the time specified. The vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon. All the work, labor, and equipment to be done and furnished under this contract, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein under the terms of this contract.

3. The Vendor shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.

4. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.

5. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract.

6. The NH Veterans Home reserves the right to terminate this contract at any given time with a 30 day written notice.

C. INVOICING:

1. Payment will not be due until thirty (30) days after the invoice has been received at the NH Veterans Home business office.

2. Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.

3. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the RFP. The NH Veterans Home does not pay late charges or interest.

D. INSURANCE:

1. The vendor shall furnish to the Contracting Officer, prior to the start of any work, insurance certificates for comprehensive general liability, automobile liability and worker's compensation in accordance with the following:

   a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per claim and $2,000,000 per incident; and

b. Fire and extended coverage insurance covering all property which has been received from the State or purchased with funds provided for that purpose under this agreement.

c. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

1. The contract and all obligations of the parties there under, shall become effective upon acceptance by the State and shall be completed in their entirety prior to a specified date (Block 1.7). Any work undertaken by the contractor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Contractor for any such work. The term of the contract shall be effective upon Governor and Executive Council Approval through June 30 2021.

EXHIBIT C
BUDGET AND METHOD OF PAYMENT

Eastern Pipe Services has agreed to make the required repairs to the Pond located at the New Hampshire Veterans home as follows:

Premaliner CIPP Lining Pipe Materials	$6,500
Labor and equipment	$7,000
Total not to exceed amount	**$13,500.00**

A. Invoicing:

The Vendor shall invoice the NH Veterans Home per the schedule above. All invoices must include detail of work performed, dates and location of service and prices. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the NH Veterans Home business office.

B. Payment:

Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.

Unless otherwise noted on the proposal, payment will be due thirty (30) days after invoicing. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the RFP. The NH Veterans Home does not pay late charges or interest.

C. Other:

To receive proper payment, all invoicing for services must be sent to the agency's business office at:

NH Veterans Home
Attention: Accounts Payable
139 Winter Street
Tilton, NH 03276

STANDARD EXHIBIT D

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 of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and sub contractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the New Hampshire Veterans Home.

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.

"HITECH ACT means the Health Information Technology for Economic and Clinical Health. Regulations announced in Federal Register August 24, 2009 in effect as of September 23, 2009.

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 New Hampshire Veterans Home or his/her designee.

j. 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 or disclose 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 or disclose PHI in any manner that would constitute a violation of the Privacy Rule if so used by Covered Entity.

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 of PHI pursuant to the Privacy Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions.

(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, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure.

b. Business Associate shall use appropriate safeguards 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 Rule and HITECH ACT and the 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)k. herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's 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 Rule or HITECH ACT and the 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 D. 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 Rule and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit D, to a Section in the Privacy Rule 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 Rule, HITECH ACT, the 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, HITECH ACT and the Privacy Rule and Security Rule.

e. Segregation. If any term or condition of this Exhibit D 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 D are declared severable.

f. Survival. Provisions in this Exhibit D 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 D.

NH Veterans Home The State	Eastern Pine Services Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Stephanie Kelley Name of Authorized Representative	Richard Berthiaume Name of Authorized Representative
Business Administrator IV Title of Authorized Representative	Manager Title of Authorized Representative
9/29/2020 Date	9/30/20 Date

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/2/2020

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
THE ROWLEY AGENCY INC.
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511

CONTACT NAME: Renee Skillings
PHONE (603) 224-2562 FAX (603) 224-0563
E-MAIL ADDRESS: rskillings@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Firemen's Ins Co of Wash. DC	21784
INSURER B: Acadia Insurance Company	31325
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Eastern Pipe Service, LLC
and FES Leasing, LLC
2 Thibeault Drive
Bow NH 03304

COVERAGES CERTIFICATE NUMBER: 20-21 Eastern Pipe 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual per C00001 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			CPA 5247320-14	6/1/2020	6/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CAA 5247321-14	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUA 5397542-10	6/1/2020	6/1/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N X N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WPA 5347482-13 3A: NH/MA/VT/RI/CT/ME Excl: Mark Thompson	6/1/2020	6/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	LEASED/RENTED EQUIPMENT			CPA 5247320-14	6/1/2020	6/1/2021	LIMIT DED	100,000 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Covering operations of the named insured during the policy period.

CERTIFICATE HOLDER

New Hampshire Veterans Home
139 Winter Street
Tilton, NH 03276

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
Renee Skillings/RLS
Renee L. Skillings/CRIS

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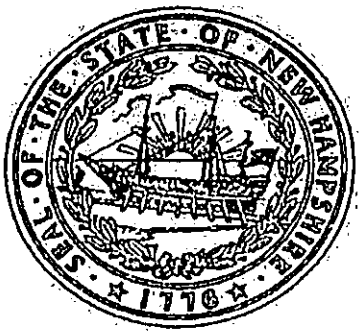
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EASTERN PIPE SERVICE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 18, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 649914
Certificate Number: 0004573785



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of August A.D. 2019.

William M. Gardner
Secretary of State

Back to Home (/online)

One Click Certificate of Good Standing

Search Business → Business Information → Payment → Done

Business Search

○ Starts With ○ Contains ○ Exact Match ○ All Words

Search Business Name: Or Business ID: 649914 Search Reset

Business ID	Business Name	HomeState Name	Previous Name	Business Type	Status	Select
649914	Eastern Pipe Service, LLC			Domestic Limited Liability Company	Good Standing	◉

Page 1 of 1, records 1 to 1 of 1

Continue

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- Contact Us (/online/Home/ContactUS)

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Eastern Pipe Service, LLC

CERTIFICATE OF AUTHORITY

I, the undersigned officer, Carie Thompson ____, certify that as of

September 29, 2020, the following resolution is duly authorized by

Eastern Pipe Service, LLC..

RESOLUTION: That the Manager is hereby authorized to enter into a contract agreement with the State of New Hampshire, through its New Hampshire Veterans Home, to provide .

This resolution has not been amended or revoked, and remains in full force and effect as of the date hereof.

I certify that as of this date, Richard Berthiaume , is the Manager of Eastern Pipe Service, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation this the 29th day of September, 2020.

THE STATE OF

New Hampshire, SS

On the 29th day of September, 2020 before me, the undersigned notary public/justice of the peace, personally appeared Carie Thompson,

(Print name of Clerk/Secretary to the Board)

and acknowledged him/herself to be the Clerk or Secretary of the Board and as such, executed the foregoing instrument for the purposes therein contained.

Suzanne Flannelly

Notary Public/Justice of the Peace

Printed Name: Suzanne Flannelly

My Commission expires: _____

SUZANNE FLANNELLY
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES FEBRUARY 5, 2025
NOTARY PUBLIC

(seal)

Margaret D.LaBrecque
Commandant

New Hampshire Veterans Home

139 Winter Street
Tilton, NH 03276-5415

Telephone: (603) 527-4400
Fax : (603) 286-4242

September 30, 2020

Sole Source Justification

The Wildlife Pond at NHVH has a damaged overflow drainpipe which has caused the pond to be at a lower than normal level. The metal pipe that leads the excess water from the pond has corroded and needs replacement or repair.

The pond is registered by the State of New Hampshire as a DAM and the Home has consulted with NH Department of Environmental Services representatives to determine the best course of action. After meeting on site with Cory Clark, the Chief Engineering and Construction Engineer from the NH Department of Environmental Services and Charles Krautmann, Dam Safety Engineer, Dam Bureau, NH Department of Environmental Services Water Division, it was recommended that NHVH consult Eastern Pipe Service, LLC to evaluate the condition of the corroded pipe.

Due to the time restrictions to get the repair done before winter weather arrives; and further damage occurs to the berm and possible create damage downstream; and with the knowledge that this vendor is recommended by DES, the NHVH requests a sole source be approved for this repair.

Respectfully,

Margaret D. LaBrecque

Margaret D. LaBrecque
Commandant

SEP15'20 PM 3:11 DAS

37 Van

ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

September 10, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to amend an existing subgrant with the NH Pro Bono Referral System, Concord NH (Vendor #154546-B001, Purchase Order #1071845), approved by the Governor and Executive Council on December 18, 2019, item # 187, by increasing the price limitation by $10,000, from $40,000 to $50,000 for the purpose of maintaining and enhancing the subgrantee's Domestic Violence Emergency (DOVE) Project upon approval of the Governor and Executive Council approval through March 31, 2021. 100% Federal Funds.

Funding for this request is available as follows:

02-20-20-201510-5017	FY 2021
Violence Against Women Act Grant	
072-500575, Grants Federal	$10,000

EXPLANATION

The Department of Justice receives funds, for this requested action, annually from the U.S. Department of Justice, Office on Violence Against Women, Violence Against Women Act Grant (VAWA). The grant is targeted specifically at deterring crimes involving violence against women and aiding women who are victims of crime. A statutory requirement of the VAWA grant program is that agencies representing law enforcement will be allocated at least 25% of the award; prosecution offices will be allocated at least 25% of the award; and victim services providers will be allocated at least 30% of the award (with at least 10% of that distributed to

culturally specific community-based services and 20% to services to sexual assault victims). Lastly, 5% of the funding must be expended by the courts.

The NH Pro Bono Referral System DOVE Program supports the recruitment, training and coordination of volunteer attorneys across the State of New Hampshire. These attorneys represent low income victims of Sexual Assault, Domestic Violence, Dating Violence, and Stalking cases in civil legal proceedings. The increase to the existing subgrant will allow NH Pro Bono Referral System to continue to provide vital services to victims.

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,

Gordon J. MacDonald
Attorney General

#2847955

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE AND
THE NH PRO BONO REFERRAL SYSTEM
FIRST CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and The New Hampshire Bar Association Pro Bono Referral System ("Subrecipient").

WHEREAS, pursuant to an Agreement ("Contract"), approved by the Governor and Executive Council on December 18, 2020, item #187 the Subrecipient agreed to provide legal representation for low incomes families, individuals and senior citizens with issues involving fairness and basic needs by leveraging the donated legal services of volunteer attorneys, and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 20 of the Contract, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the Subrecipient and the Department of Justice have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract
   a. Paragraph 1.8; Grant Limitation: Increase by $10,000 from $40,000 to $50,000.

2. Effective Date of Amendment
   a. This Amendment shall take effect upon approval of the Governor and Executive Council.

3. Continuance of Agreement
   a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.

Initials VM
Date 8/14/20

Virginia Martin
Virginia Martin Signing Authority

8/14/20
Date

Virginia Martin
Printed Name

Director
Title

Notary Public or Justice of the Peace Acknowledgement:

State of New Hampshire County of Merrimack On Aug 14 2020, before the undersigned officer, personally appeared the person identified as the Subrecipient, or satisfactorily proven to be the person whose name is associated with the Subrecipient and acknowledged that s/he executed this document in the capacity indicated.

Signature of Notary Public or Justice of the Peace

Kenneth J Barrs
Name and Title of ~~Notary Public or~~ Justice of the Peace

Kathleen Carr
Kathleen B. Carr
Director of Administration

08-18-2020
Date

Approved by the Attorney General (Form, Substance and Execution)

Takhmina Rakhmatova
Attorney

8/19/2020
Date

Initial VM
Date 8/14/20

CERTIFICATE OF AUTHORITY

I, Brian Shaughnessy, Chair of the NH Pro Bono Governing Policy Board, do hereby certify that:

(1) The NH Pro Bono Governing Policy Board voted to accept $10,000 in VAWA STOP funds and enter into a grant agreement with the New Hampshire Department of Justice on August 13, 2020 for grant year 1/1/2020 through 12/31/2020;

(2) The NH Pro Bono Governing Policy Board further authorizes Pro Bono Director Virginia Marin to sign and execute any documents which may be necessary for this contract;

(3) This authorization has not been revoked, annulled or amended in any matter whatsoever, and remains in full force and effect as of August 13-30, 2020.

Brian C. Shaughnessy Name and Position Chair of Board

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 13th day of August, 2020, personally appeared the above-named Brian Shaughnessy, known to me, or satisfactorily proven to be Chair of the NH Pro Bono Governing Policy Board and the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein.

MICHELE M. LINDBOM
MY COMMISSION EXPIRES APRIL 19, 2022
NOTARY PUBLIC NEW HAMPSHIRE

Notary Public
My Commission Expires:

ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

June 25, 2020

NH Pro Bono Referral System
2 Pillsbury Street, Suite 300
Concord, NH 03301-3502

Re: NH Pro Bono Referral System
Registration #1371

Dear Sir/Madam:

This will confirm that the above-referenced organization is registered with the New Hampshire Attorney General and is currently up-to-date in all its filing requirements. The next annual report is due to be filed on or before October 15, 2020.

Very truly yours,

Thomas J. Donovan
Director of Charitable Trusts
(603) 271-3591
tom.donovan@doj.nh.gov

TJD:ab

Internal Revenue Service
IV.f tax-exempt status lette

District
Director

Department of the Treasury

35 Tillary St., Brooklyn, N.Y. 11201

Date: JUN 2 0 1999

New Hampshire Pro Bono Referral System
18 Centre Street
Concord, NH 03301
Attn: Elizabeth Durkin

Person to Contact:
C. Jones
Contact Telephone Number:
(718)780-6681

RE: 02-0336884

Dear Sir or Madam:

Reference is made to your request for verification of the tax exempt status of New Hampshire Pro Bono Referral System

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code of 1954 or under a prior or subsequent Revenue Act remains in effect until exempt status has been terminated, revoked or modified.

Our records indicate that exemption was granted as shown below.

Sincerely yours,

Eileen Jannazzo
District Disclosure Officer

Name of Organization: New Hampshire Pro Bono Referral System

Date of Exemption Letter: June, 1978

Exemption granted pursuant to 1954 Code section 501(c)(3) or its predecessor Code section.

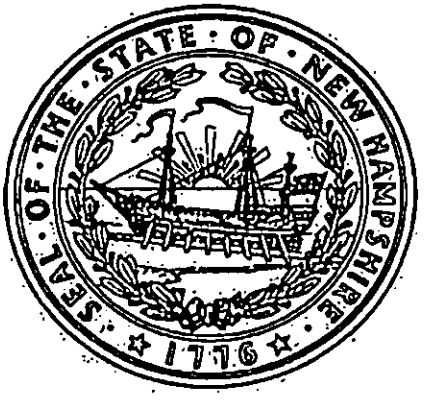
Foundation Classification (if applicable): Not a private foundation as you are an organization described in sections 509(a)(1)&170(b)(1)(A)(vi) of the Internal Revenue Code.

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 NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 08, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 830910
Certificate Number : 0004616387



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of November A.D. 2019.

William M. Gardner
Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2020

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 have ADDITIONAL INSURED provisions or 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
CROSS INSURANCE - LACONIA
155 Court Street
Laconia NH 03246

CONTACT NAME: Annette Kowalczyk
PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3666
E-MAIL ADDRESS: akowalczyk@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Citizens Ins Co of America	31534
INSURER B: Hanover Ins Co.	22292
INSURER C: BCS Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
NEW HAMPSHIRE BAR ASSOCIATION
NEW HAMPSHIRE PRO BONO REFERAL SERVICE
2 PILLSBURY STREET, SUITE 300
CONCORD NH 03301

COVERAGES CERTIFICATE NUMBER: CL2062626423 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			OBVA841813	06/01/2020	06/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			OBVA841813	06/01/2020	06/01/2021	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WHVA64179305	06/01/2020	06/01/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Cyber Liability & Data Breach			RPS-P-0821230M	06/01/2020	06/01/2021	Per Claim Sublimit Policy Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Department of Justice
33 Capitol Street
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
Annette Kowalczyk

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ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

DEC06'19 PM12:29 DAS

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Sam

December 2, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301-6397

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to enter into subgrants with the subgrantees listed below in the amount of $560,686.41 from the U.S. Department of Justice, Office on Violence Against Women, Violence Against Women Formula Grant for the purposes of providing services for women in New Hampshire who are victims of violent crimes effective upon approval of the Governor and Executive Council through March, 31, 2021. 100% Federal Funds.

FY 2020 funding is available as follows: 02-20-20-201510-5017, Violence Against Women Act.

Class and Account	Subgrantee	Vendor#	Total SFY 2020 Amount
085-588510	Administrative Office of the Courts	177872-B001	$55,000
072-500574	Strafford County Attorney's Office	177446-B120	$30,000
072-500574	County of Cheshire	177372-B003	$30,000
072-500574	Sullivan County Attorney's Office	177482-B002	$30,000
072-500574	Franklin Police Department	177390-B003	$30,000
072-500575	YWCA New Hampshire	154141-B001	$20,000
072-500574	Office of the Grafton County Attorney	177397-B005	$30,000
072-500574	Portsmouth Police Department	177463-B007	$30,000
072-500574	Town of Plaistow Police Department	177462-B002	$30,000
072-500574	Office of the Coos County Attorney	177270-B006	$14,986.41
072-500575	Bridges Domestic and Violence Support Services, Inc.	155039-B001	$20,000
* 072-500575	NH Pro Bono Referral System	154546-B001	$40,000
072-500575	New Hampshire Legal Assistance	154648-B001	$45,000
072-500575	NH Coalition Against Domestic and Sexual Violence	155510-B001	$155,700
		Totals:	$560,686.41

EXPLANATION

These subgrants are from the remaining FFY 2018 ($105,700) funds and FFY 2019 ($454,986.41) funds that New Hampshire receives annually from the U.S. Department of Justice, Office on Violence Against Women, Violence Against Women Act Grant (VAWA). The grant is targeted specifically at deterring crimes involving violence against women and aiding women who are survivors of crime. A statutory requirement of the VAWA grant program is that agencies representing law enforcement will be allocated at least 25% of the award; prosecution offices will be allocated at least 25% of the award; and victim services providers will be allocated at least 30% of the award (with at least 10% of that to be distributed to culturally specific community-based services and 20% for services to sexual assault victims). Lastly, 5% of the funding must be expended by the courts.

The subgrant recipients above have received previous VAWA awards from this Office. All were previously selected through a request for fund solicitation and now represent core service providers for the State of New Hampshire in the area of violence against women services. These awards will allow the funded organizations to continue providing the vital services upon which New Hampshire's citizens have come to rely.

Services and positions being supported through the awarding of these funds include, but are not limited to, specially trained domestic violence and sexual assault prosecutors at county attorney offices, victim advocate positions in police departments and in county attorney offices, staff positions for two Domestic Violence Units in police departments, and continued services to survivors of domestic and sexual violence.

In the event that federal funds are no longer available, general funds will not be requested to support this program.

Please let me know if you have any questions. Thank you for your consideration of this request.

Respectfully submitted,

Gordon J. MacDonald
Attorney General

#2570917

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name NH Pro Bono Referral System		1.4. Subrecipient Address 2 Pillsbury Street, Suite 300, Concord, NH 03301	
1.5 Subrecipient Phone # 603-715-3221	1.6. Account Number 5017-072-500574	1.7. Completion Date 3/31/2021	1.8. Grant Limitation $ 40,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 Virginia Martin		1.12. Name & Title of Subrecipient Signor 1 Virginia Martin, Director	
Subrecipient Signature 2 *If Applicable*		Name & Title of Subrecipient Signor 2 *If Applicable*	
1.13. Acknowledgment: State of New Hampshire, County of MERRIMACK on 11/13/19, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) Lisha Ann Nelson		Lisha Ann Nelson Justice of the Peace State of New Hampshire My Commission Expires 3-13-2020	
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s) Kathleen Carr		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Admin.	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: 11/21/2019			
1.17. Approval by Governor and Council (if applicable) By: On: / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initial(s): VM

Date: 11/13/19

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Subrecipient notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Subrecipient 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 Subrecipient notice of termination; and

11.2.2 Give the Subrecipient 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 Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

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personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Subrecipient 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Subrecipient.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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.

24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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EXHIBIT A

-SCOPE OF SERVICES-

1. The NH Pro Bono Referral System as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of domestic and sexual violence, stalking and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under Services, Training, Officers, Prosecutors for the Violence Against Women Act Formula Grant Program state solicitation.

2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*

3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.

4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.

5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.

6. All correspondence and submittals shall be directed to:
   NH Department of Justice
   Grants Management Unit
   33 Capitol Street
   Concord, NH 03301
   603-271-8091 or Travis.Teeboom@doj.nh.gov

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EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.

2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.

3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in the P-37.

   3a.The Subrecipient shall be awarded an amount not to exceed $40,000 of the total Grant Limitation upon Governor and Executive Council approval to 12/31/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

   i. With the sufficient reason, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
   ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Executive Council approval, not after 12/31/2020, or 3/31/2021 if extension is granted.

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EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VAWA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

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STOP Violence Against Women Act (VAWA)
SPECIAL CONDITIONS
Fed grant # 2019-WF-AX-0015
Exhibit C

1. **Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subrecipient that relates to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements, whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period, may result in the New Hampshire Department of Justice (NHDOJ) and or the Office on Violence Against Women ("OVW") taking appropriate action with respect to the subrecipient and the award. Among other things, NHDOJ and or OVW may withhold award funds, disallow costs, or suspend or terminate the award. NHDOJ and or OVW also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. **Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide**

The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

3. **Requirement to report potentially duplicative funding**

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the NHDOJ Grants Management Unit in writing of the potential duplication.

4. **Requirements related to System for Award Management and unique entity identifiers**

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The subrecipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the subrecipient's obligations related to SAM and to unique entity identifiers are posted on the

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OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

5. **Employment eligibility verification for hiring under the award**

The subrecipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, a subrecipient at any tier properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the subrecipient's obligations under this condition are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Employment eligibility verification for hiring under award), and are incorporated by reference here.

6. **Requirement to report actual or imminent breach of personally identifiable information (PII)**

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).

In the event of an actual, or imminent, breach of Personally Identifiable Information of a U.S Department of Justice funded program or activity by a subrecipient, the subrecipient must have a procedure in place that indicates that the Grants Management Unit will be notified of the breach by the end of the business day (4:00 p.m EST) that the breach was reported. An e-mail will be sent to Grants@doj.nh.gov, which e-mails every staff member in the Grants Management Unit, notifying the Unit of the breach. The Grants Management Unit Administrator, or designee, will respond to the subrecipient's e-mail notifying receipt of the notification by the end of the business day that it was received. If the subrecipient does not receive a confirmation e-mail from the Grants Management Unit the subrecipient shall call the NHDOJ main number, (603)271-3658, and request to speak to the Grants Management Unit and report the breach.

7. **Unreasonable restrictions on competition under the award; association with federal government**

No subrecipient, at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Unreasonable restrictions on competition under the award; association with federal government), and are incorporated by reference here.

8. **Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and NHDOJ and OVW authority to terminate award)**

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

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9. **Determinations of suitability to interact with participating minors**

SCOPE. This condition applies to this subaward if it is indicated in the application for the subaward (as approved by NHDOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute - that a purpose of some or all of the activities to be carried out under the award (a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

10. **Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

11. **OVW Training Guiding Principles**

The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/ovw/grantees#Resources.

12. **Effect of failure to address audit issues**

The subrecipient understands and agrees that the NHDOJ and or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the NHDOJ and or DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

13. **Potential imposition of additional requirements**

The subrecipient agrees to comply with any additional requirements that may be imposed by the NHDOJ and or the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the subrecipient is designated as "high- risk".

14. **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

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15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

17. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subrecipient at any tier would or might fall within the scope of these prohibitions, the subrecipient is to contact the NHDOJ for guidance, and may not proceed without the express prior written approval of NHDOJ.

18. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance, and may not proceed without the express prior written approval of NHDOJ Grants Management Unit, after approval from OVW.

19. Reporting potential fraud, waste, and abuse, and similar misconduct

The subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has,

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in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

20. **Restrictions and certifications regarding non-disclosure agreements and related matters**

No subrecipient ("subgrantee") at any tier, under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. *In accepting this award, the subrecipient*

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. *If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both*

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the NHDOJ Grants Management Unit and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the NHDOJ Grants Management Unit.

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21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. Availability of general terms and conditions on OVW website

The subrecipient agrees to follow the applicable set of general terms and conditions that are available at https://www.justice.gov/ovw/grantees#award-conditions. These do not supersede any specific conditions in this award document.

24. Compliance with statutory and regulatory requirements

The subrecipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

25. Compliance with solicitation requirements

The subrecipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.

26. VAWA 2013 nondiscrimination condition

The subrecipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The subrecipient agrees that it will comply with this provision. The subrecipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

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27. Misuse of award funds

The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

28. Limitation on use of funds to approved activities

The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's application, unless NHDOJ or OVW determines that any of these activities are out of scope or unallowable. The subrecipient must not undertake any work or activities that are not described in the subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval by the NHDOJ Grants Management Unit.

29. Non-supplantation

The subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

30. Confidentiality and information sharing

The subrecipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The subrecipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

31. Activities that compromise victim safety and recovery or undermine offender accountability

The subrecipient at any tier agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

32. Termination or suspension for cause

The Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

33. Subrecipient program income

The subrecipient understands and agrees that it has responsibility for prior approval program income earned. Program income, as defined by 2 C.F.R. 200.80, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine

Subrecipient Initials JM
Date 11/13/19

the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the NHDOJ Grants Management Unit prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the NHDOJ Grants Management Unit must be reported by the subrecipient to the NHDOJ Grants Management Unit so that it is reported on the quarterly expenditure report. Failure to comply with these requirements may result in audit findings for the subrecipient.

37. Publication disclaimer

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No._____awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The subrecipient at any tier also agrees to ensure that any subrecipients at any tier will comply with this condition.

38. Publications disclaimer for STOP Formula subrecipients

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No.__awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

41. Copyrighted works

OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

42. Consultant compensation rates

The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified maximum rate, subrecipients must submit to NHDOJ Grants Management Unit, a detailed justification and have such justification approved by NHDOJ prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

Subrecipient Initials VM
Date 11/13/19

46. Ongoing compliance with statutory certifications

The subrecipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

47. Requirements for subrecipients providing legal assistance

The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the subrecipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The subrecipient also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.

Virginia Martin, Director
Name and Title of Authorized Representative

Virginia Martin — 11/13/19
Signature — Date

NH Pro Bono Referral System, 2 Pillsbury St., Concord, NH 03301
Name and Address of Agency

Subrecipient Initials VM
Date 11/13/19

EEOP Reporting

I, Virginia Martin [*responsible official*], certify that NH Pro Bono Referral System [*recipient*] has completed the EEO reporting tool certification form at: https://ojp.gov/about/ocr/faq_eeop.htm on 11/13/19 [Date]

And that Virginia Martin [*responsible official*] has completed the EEOP training at https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm on: 9/27-28/17 [*date*]

I further certify that: NH Pro Bono Referral System [*recipient*] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: Virginia Martin

Date: 11/13/19

Non-supplanting Certification

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3). http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm.

Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

The NH Pro Bono Referral System (Applicant) certifies that any funds awarded through **grant number** 2020VAW20 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The NH Pro Bono Referral System (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: Virginia Martin, Director

Signature: Virginia Martin Date: 11/13/19

NEW HAMPSHIRE DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

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4/8/19

with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—
(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

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11/13/19

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:
A. The Applicant certifies and assures 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 its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant'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 award 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 award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's 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 Department, in writing, within 10 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 of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.
Notice shall include the identification number(s) of each affected award;
(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:

11/13/19

(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; and

(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).

If you are unable to sign this certification, you must attach an explanation to this certification.

Virginia Martin, Director
Name and Title of Head of Agency

Virginia Martin
Signature

11/13/19
Date

New Hampshire Pro Bono Referral System, 2 Pillsbury St., Concord, NH 03301
Name and Address of Agency

U.S. Department of Justice
Office on Violence Against Women

Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general
In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure
Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—
(i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
(ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

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11/13/19

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) **Release**
If release of information described in subparagraph (B) is compelled by statutory or court mandate—
(i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
(ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) **Information sharing**
(i) Grantees and subgrantees may share—
(I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
(II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
(III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.
(ii) In no circumstances may—
(I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
(II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) **Statutorily mandated reports of abuse or neglect**
Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) **Oversight**
Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) **Confidentiality assessment and assurances**
Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

VM 11/13/19

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Virginia Martin — Director
Typed Name of Authorized Representative — Title

Telephone Number 603-715-3221

Virginia Martin — 11/13/19
Signature of Authorized Representative — Date Signed

New Hampshire Pro Bono Referral System
Agency Name

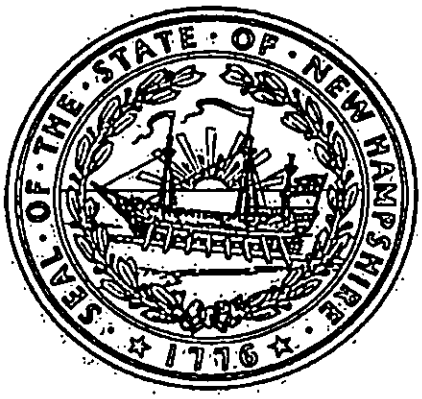
Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

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 NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 08, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 830910
Certificate Number : 0004616387



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of November A.D. 2019.

William M. Gardner
Secretary of State

Internal Revenue Service
IV.f tax-exempt status lette

District
Director

Department of the Treasury

35 Tillary St., Brooklyn, N.Y. 11201

Date: JUN 2 0 1999

New Hampshire Pro Bono Referral System
18 Centre Street
Concord, NH 03301
Attn: Elizabeth Durkin

Person to Contact:
C. Jones
Contact Telephone Number:
(718)780-6681

RE: 02-0336884

Dear Sir or Madam:

Reference is made to your request for verification of the tax exempt status of New Hampshire Pro Bono Referral System

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code of 1954 or under a prior or subsequent Revenue Act remains in effect until exempt status has been terminated, revoked or modified.

Our records indicate that exemption was granted as shown below.

Sincerely yours,

Eileen Jannazzo
District Disclosure Officer

Name of Organization: New Hampshire Pro Bono Referral System

Date of Exemption Letter: June, 1978

Exemption granted pursuant to 1954 Code section 501(c)(3) or its predecessor Code section.

Foundation Classification (if applicable): Not a private foundation as you are an organization described in sections 509(a)(1)&170(b)(1)(A)(vi) of the Internal Revenue Code.

CERTIFICATE OF AUTHORITY

I, Brian Shaughnessy, Chair of the NH Pro Bono Governing Policy Board, do hereby certify that:

(1) The NH Pro Bono Governing Policy Board voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice on November 13, 2019 for grant year 1/1/2020 through 12/31/2020;

(2) The NH Pro Bono Governing Policy Board further authorizes Pro Bono Director Virginia Martin to sign and execute any documents which may be necessary for this contract;

(3) This authorization has not been revoked, annulled or amended in any matter whatsoever, and remains in full force and effect as of November 13 - 15, 2019.

Chair

Name and Position

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 15th day of November, 2019, personally appeared the above-named Brian Shaughnessy, known to me, or satisfactorily proven to be Chair of the NH Pro Bono Governing Policy Board and the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein.

Notary Public
My Commission Expires:

MICHELE M. LINDBOM
MY COMMISSION EXPIRES APRIL 19, 2022
NOTARY PUBLIC
NEW HAMPSHIRE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2019

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 have ADDITIONAL INSURED provisions or 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
CROSS INSURANCE - LACONIA
155 Court Street
Laconia NH 03246

CONTACT NAME: Annette Kowalczyk
PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3666
E-MAIL ADDRESS: akowalczyk@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Citizens Ins Co of America	31534
INSURER B: Hanover Ins Co.	22292
INSURER C: BCS Insurance Company	38245
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
NEW HAMPSHIRE BAR ASSOCIATION
NH Pro Bono Referral System
2 PILLSBURY STREET, SUITE 300
CONCORD NH 03301

COVERAGES CERTIFICATE NUMBER: CL1981797369 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			OBVA641813	06/01/2019	06/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			OBVA641813	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			OBVA641813	06/01/2019	06/01/2020	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WHVA641793	06/01/2019	06/01/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Cyber Liability			RPS-P-0657879M	06/01/2019	06/01/2020	Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Department of Justice
33 Capitol Street
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
Annette Kowalczyk

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NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

FINANCIAL STATEMENTS

MAY 31, 2018

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

Financial Statements

May 31, 2018 and 2017

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O'Connor & Drew P.C.
Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

To the Board of Governors
New Hampshire Bar Association
Concord, New Hampshire

Report on the Financial Statements
We have audited the accompanying financial statements of the New Hampshire Pro Bono Referral System, which comprise the statements of financial position as of May 31, 2018 and 2017, the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

25 Braintree Hill Office Park • Suite 102 • Braintree, MA 02184 • P:617.471.1120 • F:617.472.7560
27 Church Street • Winchester, MA 01890 • P:781.729.4949 • F:781.729.5247
www.oxd.com

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the New Hampshire Pro Bono Referral System as of May 31, 2018 and 2017, and the changes in net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The May 31, 2018 and 2017 supplementary schedules of functional expenses on pages 16 and 17, respectively, are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, such information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards
In accordance with *Government Auditing Standards*, we have also issued our report dated December 3, 2018, on our consideration of New Hampshire Pro Bono Referral System's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the result of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering New Hampshire Pro Bono Referral System's internal control over financial reporting and compliance.

O'Connor and Drew, P.C.

Certified Public Accountants
Braintree, Massachusetts

December 3, 2018

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

Statements of Financial Position

May 31, 2018 and 2017

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

Statements of Financial Position

May 31,

Assets

	2018	2017
Current Assets:		
Cash	$ 383	$ 12,579
Cash, restricted	99,067	156,400
Grants and contracts receivable	138,646	165,078
Prepaid expenses	7,960	8,712
Total Current Assets	246,056	342,769
Non-Current Assets:		
Grants and contracts receivable, net of current portion	-	40,000
Property and equipment, net	4,167	6,167
Total Non-Current Assets	4,167	46,167
Total Assets	$ 250,223	$ 388,936

The accompanying notes are an integral part of these financial statements.

Liabilities and Net Assets

	2018	2017
Current Liabilities:		
Accrued expenses	$ 6,072	$ 8,390
Deferred revenue	15,825	12,980
Due to New Hampshire Bar Association	202,854	167,875
Total Current Liabilities	224,751	189,245
Net Assets:		
Unrestricted	(212,241)	(121,767)
Temporarily restricted	237,713	321,458
Total Net Assets	25,472	199,691
Total Liabilities and Net Assets	$ 250,223	$ 388,936

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

Statement of Activities and Changes in Net Assets

For the Year Ended May 31, 2018

	Unrestricted	Temporarily Restricted	Total
Support and Revenue:			
Government grants and contracts	$ 31,624	$ 212,494	$ 244,118
United Way	28,080	-	28,080
New Hampshire Bar Foundation - IOLTA	176,500	-	176,500
New Hampshire Bar Foundation - BoA Settlement	-	-	-
Contributions	30,548	-	30,548
Special events	38,314	-	38,314
Donated services	1,270,878	-	1,270,878
Miscellaneous revenue	3,028	-	3,028
Interest income	233	-	233
Net assets released from restrictions	296,239	(296,239)	-
Total Revenue and Other Support	1,875,444	(83,745)	1,791,699
Program Expenses:			
Pro bono	634,256	-	634,256
Legal services corporation - PAI	514,834	-	514,834
IOLTA general operations	176,500	-	176,500
Dove - DV projects	341,564	-	341,564
IRS/ LITC projects	176,615	-	176,615
	1,843,769	-	1,843,769
Support Services Expenses:			
Fundraising	57,499	-	57,499
Management and general	64,650	-	64,650
	122,149	-	122,149
Total Expenses	1,965,918	-	1,965,918
Changes in Net Assets	(90,474)	(83,745)	(174,219)
Net Assets, Beginning of Year	(121,767)	321,458	199,691
Net Assets, End of Year	$ (212,241)	$ 237,713	$ 25,472

The accompanying notes are an integral part of these financial statements.

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

Statement of Activities and Changes in Net Assets

For the Year Ended May 31, 2017

	Unrestricted	Temporarily Restricted	Total
Support and Revenue:			
Government grants and contracts	$ 57,431	$ 244,264	$ 301,695
United Way	30,400	-	30,400
New Hampshire Bar Foundation - IOLTA	153,750	-	153,750
New Hampshire Bar Foundation - BoA Settlement	-	120,000	120,000
Contributions	27,989	-	27,989
Special events	35,156	-	35,156
Donated services	1,316,260	-	1,316,260
Miscellaneous revenue	3,700	-	3,700
Interest income	445	-	445
Net assets released from restrictions	316,182	(316,182)	-
Total Revenue and Other Support	1,941,313	48,082	1,989,395
Program Expenses:			
Pro bono	660,439	-	660,439
Legal services corporation - PAI	687,809	-	687,809
IOLTA general operations	153,751	-	153,751
Dove - DV projects	248,936	-	248,936
IRS/ LITC projects	175,603	-	175,603
	1,926,538	-	1,926,538
Support Services Expenses:			
Fundraising	50,168	-	50,168
Management and general	55,830	-	55,830
	105,998	-	105,998
Total Expenses	2,032,536	-	2,032,536
Changes in Net Assets	(91,223)	48,082	(43,141)
Net Assets, Beginning of Year	(30,544)	273,376	242,832
Net Assets, End of Year	$ (121,767)	$ 321,458	$ 199,691

The accompanying notes are an integral part of these financial statements.

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

Statements of Cash Flows

For the Years Ended May 31,

	2018	2017
Cash Flows from Operating Activities:		
Changes in net assets	$ (174,219)	$ (43,141)
Adjustments to reconcile changes in net assets to net cash used in operating activities:		
Depreciation	2,000	2,000
Changes in assets and liabilities:		
Prepaid expenses	752	475
Grants and contracts receivable	66,432	(137,024)
Accrued expenses	(2,318)	4,777
Deferred revenue	2,845	1,840
Due to New Hampshire Bar Association	34,979	39,262
Net cash applied to operating activities	(69,529)	(131,811)
Net decrease in cash and equivalents	(69,529)	(131,811)
Cash, beginning of year	168,979	300,790
Cash, end of year	$ 99,450	$ 168,979
Cash as presented on the Statements of Financial Position:		
Cash	$ 383	$ 12,579
Cash, restricted	99,067	156,400
Cash and equivalents, end of year	$ 99,450	$ 168,979
Supplemental Disclosure of Cash Flow Information:		
Cash payments for interest	$ 4,561	$ 4,791

The accompanying notes are an integral part of these financial statements.

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

Notes to the Financial Statements

May 31, 2018 and 2017

Note 1 - **Nature of Activities**

Description of the Organization

The New Hampshire Pro Bono Referral System (the "Organization") is an unincorporated, not-for-profit, voluntary association organized for the purpose of operating and maintaining a statewide referral system for New Hampshire attorneys willing to represent, without fee, New Hampshire residents in need of, but unable to pay for, legal services. The Organization is funded primarily through grants from the New Hampshire Bar Foundation's Interest on Lawyers' Trust Accounts ("IOLTA") program; the IRS Low Income Taxpayer Clinic ("IRS-LITC") program; the Violence Against Women Act; various United Way agencies; sub-grants from the Legal Advice and Referral Center, Inc. and New Hampshire Legal Assistance; and contract funding from the Department of Justice.

Note 2 - **Summary of Significant Accounting Policies**

Basis of Accounting

The financial statements of the Organization have been prepared on the accrual basis. Consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Management Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions about future events. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, as well as reported amounts of revenues and expenses during the reporting period. Management evaluates the estimates and assumptions on an ongoing basis using historical experience and other factors that management believes to be reasonable under the circumstances. Adjustments to estimates and assumptions are made as facts and circumstances require. As future events and their effects cannot be determined with certainty, actual results may differ from the estimates used in preparing the accompanying financial statements. Significant estimates and assumptions are required as part of determining the value of accounts receivable, estimating depreciation, and the recoverability of long-lived assets.

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

Notes to the Financial Statements - Continued

May 31, 2018 and 2017

Note 2 - **Summary of Significant Accounting Policies – Continued**

Financial Statement Presentation
The Organization accounts for contributions received in accordance with the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") topic for revenue recognition (FASB ASC 958-605) and contributions made in accordance with FASB ASC 958-720-25 and FASB ASC 958-310. In accordance with FASB ASC 958-605-25, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence or nature of any donor restrictions. In addition, FASB ASC 958-310 requires that unconditional promises to give (pledges) be recorded as receivables and recognized as revenues. The Organization adheres to the Presentation of Financial Statements for Not-for-Profit Organizations topic of FASB ASC 958-205. Under FASB ASC 958-205, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Descriptions of the three net asset categories are as follows:

Unrestricted net assets - net assets that are not subject to donor-imposed restrictions.

Temporarily restricted net assets - net assets subject to donor-imposed restrictions that may or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets in the statement of activities and changes in net assets as net assets released from restrictions.

Permanently restricted net assets - net assets subject to donor-imposed restrictions that must be maintained permanently. The donors of these assets permit the Organization to use all or part of the income earned on any related investments for general or specific purposes. The organization had no permanently restricted net assets as of May 31, 2018 and 2017, respectively.

Advertising
The Organization follows the policy of charging the costs of advertising to expense as incurred.

Cash and Equivalents
For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization had no cash equivalents at May 31, 2018 and 2017.

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

Notes to the Financial Statements - Continued

May 31, 2018 and 2017

Note 2 - Summary of Significant Accounting Policies – Continued

Cash and Equivalents - Continued
Cash of $99,067 and $156,400 at May 31, 2018 and 2017, respectively, were temporarily restricted for contract and grant services to be performed.

Property and Equipment
Property and Equipment are carried at cost, or if donated, at their estimated value at date of receipt. The Organization's capitalization policy is to record assets greater than $1,000. Maintenance and repairs are charged to expense as incurred. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, generally three to seven years for software, furniture, and equipment.

The Organization capitalizes the cost of books and multiple volume sets of law books and estimates the salvage value to be approximately the same as the original cost; therefore, depreciation expense is not recorded. Supplemental costs to update loose leaf and other continuously updated volumes are expensed.

Grants and Contracts Receivable
Grants and contracts receivable are stated at unpaid balances. Receivables are considered impaired if full principal payments are not received in accordance with contractual terms. It is the Organization's policy to charge off uncollectible accounts receivable when management determines the receivable will not be collected. The Organization provides for losses on receivables using the allowance method. There was no allowance recorded at May 31, 2018 and 2017, as management considered all amounts to be collectible.

Deferred Revenue
Deferred revenue consists primarily of revenue received for the golf tournament; these funds will be recognized as revenue when the event takes place in the subsequent fiscal year.

Grants and Contracts Revenue
Grants and contracts revenue are recorded as unrestricted revenue if received in the same period in which the related grants and contracts services are performed.

Contributions
Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same fiscal year in which the contribution is received, the Organization reports the support (revenue) as unrestricted. Contributions, including unconditional promises to give that are written, or otherwise verifiable, are recognized as revenues in the period received.

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

Notes to the Financial Statements - Continued

May 31, 2018 and 2017

Note 2 - **Summary of Significant Accounting Policies – Continued**

Contributions - Continued
All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Noncash donations are recorded at the estimated market value at the date that such contributions are received.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills provided by individuals possessing those skills, that would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Income Taxes
Accounting principles generally accepted in the United States of America require an entity to assess the probability that a tax position has a more likely than not ("MLTN") sustainability after review by tax authorities. If a tax position is deemed not to meet this threshold, any unrecognized tax benefits and costs are estimated and recognized. Tax returns are routinely open for review by the tax authorities for three years from their due date. In certain circumstances, the statute of limitations may remain open indefinitely. As a not-for-profit entity exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code, the Organization may, however, be subject to tax on unrelated business income.

New Accounting Pronouncements
ASU 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities*, an amendment to Topic 958, *Not-for-Profit Entities*, was issued by the Financial Accounting Standards Board ("FASB") in June 2016 with an effective date for fiscal years beginning after December 17, 2017. The purpose of this amendment is to improve the transparency and utility of information contained in the financial statements of such entities. Net assets will be presented in two categories: net assets with donor restrictions and net assets without donor restrictions, as opposed to the current three categories. Additional information and disclosures will be required to enable a reader to more readily understand liquidity limitations due to restrictions on net assets. Management has not begun its review of the standard, but does not expect implementation to have a material effect on financial position or results of operations.

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

Notes to the Financial Statements - Continued

May 31, 2018 and 2017

Note 2 - **Summary of Significant Accounting Policies – Continued**

New Accounting Pronouncements - Continued

ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, an amendment to Topic - Not-for-Profit Entities was issued by FASB in June 2018. The purpose of this amendment is to provide guidance in determining whether resource providers and resource recipients are participating in an exchange transaction, or if the transfer of funds is a contribution, by evaluating whether the resource provider is receiving commensurate value in return for the resources transferred. The amendments in this update should be applied on a modified prospective basis, however, retrospective application is permitted. For resource recipients involved in public markets, including over-the-counter exchanges, the amendments are effective for periods beginning after June 15, 2018. For all other resource recipient entities, it is effective for annual periods beginning after December 15, 2018. The effective date for resource providers involved in public markets is periods beginning after December 15, 2018. All other resource providers should apply the amendment to periods beginning after December 15, 2019. Early adoption is permitted. Although management has not concluded its review of this standards update, based on the nature of the Organization's activities, it does not believe implementation will have a material effect on the financial statements.

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

Notes to the Financial Statements - Continued

May 31, 2018 and 2017

Note 3 - **Economic Dependency and Revenue Recognition**

Major funding sources and related receivables for the years ended May 31, 2018 and 2017 are as follows:

	2018		2017	
	Revenue Recognized	Receivable	Revenue Recognized	Receivable
Contracts and Government Grants:				
Legal Advice and Referral Center, Inc. - LSCPAI	$ 57,001	$ 32,587	$ 55,616	$ 32,691
State of New Hampshire - VAWA	31,624	-	22,107	6,857
NHLA	-	44,215	59,700	58,595
Department of Justice - Justice for Families	-	-	35,324	-
NH Supreme Court Pro Hac Vice Grant	-	-	14,064	-
IRS LITC Program	68,992	-	70,610	-
Pro Hac Vice - LITC Grant	20,000	14,218	6,876	12,649
VOCA Grant	47,001	-	37,398	12,861
Miscellaneous	19,500	-	-	-
Subotal	244,118	91,020	301,695	123,653
Other	201	1,626	-	1,425
NH Bar Foundation - BoA Settlement	-	40,000	120,000	80,000
United Way grants	28,080	6,000	30,400	-
NH Bar Foundation - IOLTA grants	176,500	-	153,750	-
Total	$ 448,899	$ 138,646	$ 605,845	$ 205,078

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

Notes to the Financial Statements - Continued

May 31, 2018 and 2017

Note 4 - **Property and Equipment**

The Organization's property and equipment comprise the following as of May 31:

	2018	2017
Office equipment	$ 21,805	$ 21,805
Law library and equipment	4,000	4,000
Total Property and Equipment	25,805	25,805
Less: accumulated depreciation	(21,638)	(19,638)
Total Property and Equipment, net	$ 4,167	$ 6,167

Note 5 - **Related Party Transactions**

The Organization was the recipient of IOLTA and settlement grants from the New Hampshire Bar Foundation (the "Foundation"), amounting to $176,500 and $273,750 for the years ended May 31, 2018 and 2017, respectively.

New Hampshire Bar Association (the "Association"), processes cash receipts and disbursements and provides data processing services on behalf of the Organization. The Organization also rents its office, and some property and equipment from the Association. These charges, including allocated interest, amounted to $695,040 and $716,276 for the years ended May 31, 2018 and 2017, respectively, and are charged to the Organization through their intercompany accounts. The Organization then reimburses the Association for these expenses as funding allows.

Note 6 - **Donated Services**

FASB ASC 958-605-25 requires recognition of services if the services received "required specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation." The Organization tracked and compiled hours spent by volunteer attorneys in their general pro bono cases and has quantified the volunteer effort provided; thereby reflecting in the financial statements the donated service revenue and expenses in the amount of $1,270,878 and $1,316,260 for the years ended May 31, 2018 and 2017, respectively. The value of volunteer time expense is allocated to each program on the statement of activities and changes in net assets, the breakdown of this expense to each program as of May 31, 2018 and 2017, respectively, can be found on the schedules of functional expenses at the end of these financials.

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

Notes to the Financial Statements - Continued

May 31, 2018 and 2017

Note 7 - **Net Assets**

Temporarily Restricted
The Organization's temporarily restricted net assets comprise the following as of May 31:

	2018	2017
Bank of America - Foreclosure	$ 64,513	$ 106,706
New Hampshire Bar Foundation - BoA Settlement	76,264	102,853
NHLA	25,166	54,159
NH Supreme Court Pro Hac Vice Grant	35,794	26,372
American College of Bankruptcy	3	429
Victims of Crimes Act	-	40
Legal Advice and Referral Center, Inc. - LSCPAI	26,418	30,899
Eastern Bank Grant	9,555	-
Total Temporarily Restricted Net Assets	$ 237,713	$ 321,458

The Organization was a sub-recipient of grants from the Legal Services Corporation ("LSC") through Legal Advice and Referral Center, Inc. amounting to approximately $57,000 and $56,000 for calendar years 2018 and 2017, respectively. These grants are restricted to purposes authorized under the Legal Services Corporation Act. LSC retains a reversionary interest in any unexpended funds at the end of the grant period, and in any property and equipment purchased with grant funds. The entity and other grantors may require reimbursement for expenses, return of all unexpected funds, or both, as a result of noncompliance with the terms of its grants.

Note 8 - **Risks, Concentrations and Contingencies**

Cash
The Organization's cash balances are insured up to $250,000 per depositor at each financial institution. There were no cash balances in excess of these federally insured limits at May 31, 2018 and 2017.

Concentrations
The Organization receives a significant amount of its funding through grants and contracts with various federal and state agencies. As a result of this concentration, the Organization is vulnerable and dependent upon future funding of these contracts by these federal and state agencies.

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

Notes to the Financial Statements - Continued

May 31, 2018 and 2017

Note 8 - **Risks, Concentrations and Contingencies - Continued**

Contingencies

A significant portion of the Organization's support is from federal, state and private grants and the Organization is required to adhere to the contractual requirements of the grant agreements. The agencies and other grantors may require reimbursement for expenses, return of all unexpended funds, or both, as a result of noncompliance with the terms of its grants.

Note 9 - **Subsequent Events**

The Organization has evaluated subsequent events through December 3, 2018, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended May 31, 2018.

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

Schedule of Functional Expenses

For the Year Ended May 31, 2018

	Pro Bono	LSC PAI	IOLTA General Ops	DOVE Project IOLTA	DOVE Project Others	IRS/ LITC Project	Fundraising	Management and General	Total
Salary allocation from New Hampshire Bar Association	$ 55,672	$ 34,224	$ 98,549	$ 1,993	$ 47,293	$ 69,520	$ 33,251	$ 44,889	$ 385,391
Allocated benefits and taxes	20,215	11,954	34,422	1,166	22,075	27,372	11,286	15,237	143,727
Office costs and supplies	2,533	721	2,076	949	217	645	-	281	7,422
Data processing	8,026	2,281	6,568	2,606	-	-	-	892	20,373
Equipment rental and maintenance	7,988	2,270	6,537	2,593	-	-	-	888	20,276
Occupancy costs	10,598	3,012	8,672	3,441	-	-	-	1,178	26,901
Telephone	705	200	576	258	-	200	-	78	2,017
Insurance	2,788	792	2,281	905	-	-	-	310	7,076
Professional fees	4,042	1,148	3,307	1,312	-	-	-	449	10,258
Interest expense	2,257	-	1,470	583	-	-	-	251	4,561
Program development and training	2,628	-	1,542	-	455	1,502	-	-	6,127
Program support	13,344	-	7,826	-	9,514	10	-	-	30,694
Dues and subscriptions	67	-	39	15	-	-	-	-	121
Printing and materials (incl. training)	639	-	375	-	6,709	224	-	-	7,947
Attorney reimbursements	1,106	283	815	-	733	-	-	-	2,937
Attorney recognition	457	117	336	133	-	-	-	-	1,043
Depreciation	989	-	645	256	-	-	-	110	2,000
Miscellaneous	713	-	464	217	220	-	-	79	1,693
Pro Bono board expenses	76	-	-	-	-	-	-	8	84
Golf/hockey tournament	-	-	-	-	-	-	12,962	-	12,962
Value of volunteer time	498,302	457,832	-	237,602	-	77,142	-	-	1,270,878
Training program costs	1,111	-	-	-	319	-	-	-	1,430
Total	$ 634,256	$ 514,834	$ 176,500	$ 254,029	$ 87,535	$ 176,615	$ 57,499	$ 64,650	$ 1,965,918

See the independent auditors' report on supplemental information

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM

Schedule of Functional Expenses

For the Year Ended May 31, 2017

	Pro Bono	LSC PAI	IOLTA General Ops	DOVE Project IOLTA	DOVE Project Others	IRS/ LITC Project	Fundraising	Management and General	Total
Salary allocation from New Hampshire Bar Association	$ 115,507	$ 33,886	$ 83,825	$ 1,933	$ 43,691	$ 49,792	$ 26,783	$ 36,157	$ 391,574
Allocated benefits and taxes	37,840	11,898	29,433	442	13,769	21,312	10,561	14,257	139,512
Office costs and supplies	1,838	389	962	501	178	232	-	204	4,304
Data processing	10,676	2,253	5,573	2,596	-	-	-	1,186	22,284
Equipment rental and maintenance	8,546	1,803	4,460	2,078	-	-	-	950	17,837
Occupancy costs	13,509	2,850	7,051	3,285	-	-	-	1,501	28,196
Telephone	1,051	222	548	286	-	230	-	117	2,454
Insurance	3,478	734	1,816	846	-	-	-	387	7,261
Professional fees	5,244	1,106	2,737	1,275	-	-	-	583	10,945
Interest Expense	2,731	-	1,198	558	-	-	-	304	4,791
Program development and training	2,509	-	991	-	1,536	3,436	-	-	8,472
Program support	32,910	-	12,992	-	3,909	993	-	-	50,804
Dues and subscriptions	280	-	111	52	-	-	-	-	443
Printing and materials (incl. training)	497	-	196	-	3,696	1,380	-	-	5,769
Attorney reimbursements	2,114	402	993	-	-	378	-	-	3,887
Attorney recognition	380	72	178	83	-	-	-	-	713
Depreciation	1,140	-	500	233	-	-	-	127	2,000
Miscellaneous	427	-	187	88	6	-	-	47	755
Pro Bono board costs	87	-	-	-	-	-	-	10	97
Golf/hockey tournament	-	-	-	-	-	-	12,824	-	12,824
Value of volunteer time	419,050	632,194	-	167,166	-	97,850	-	-	1,316,260
Training program costs	625	-	-	-	729	-	-	-	1,354
Total	$ 660,439	$ 687,809	$ 153,751	$ 181,422	$ 67,514	$ 175,603	$ 50,168	$ 55,830	$ 2,032,536

See the independent auditors' report on supplemental information

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

O'Connor & Drew P.C.
Certified Public Accountants

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Governors
New Hampshire Bar Association
Concord, New Hampshire 03301

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of New Hampshire Pro Bono Referral System (the "Organization"), which comprise the statements of financial position as of May 31, 2018 and 2017, and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements, and we have issued our report thereon dated December 3, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered New Hampshire Pro Bono Referral System's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether New Hampshire Pro Bono Referral System's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

This report is intended solely for the information and use of the Board of Governors, management of the New Hampshire Pro Bono Referral System, others within the entity, federal awarding agencies and pass-through entities, and it is not intended to be, and should not be, used by anyone other than these specified parties.

O'Connor and Drew, P.C.

Certified Public Accountants
Braintree, Massachusetts

December 3, 2018

NEW HAMPSHIRE PRO BONO REFERRAL SYSTEM
GOVERNING POLICY BOARD
June 2020

Judith A. Fairclough
Orr & Reno PA
45 S. Main St, Ste 400 PO Box 3550
Concord, NH 03302-3550
(603) 223-9114

Robert Moore
Moore Ames Law PLLC
530 Chestnut Street Suite 202
Manchester, NH 03101
(603) 232-6189

Andrea Q. Labonte
NH Supreme Court
Attorney Discipline Office
4 Chenell Drive Suite 102
Concord, NH 03301
(603)-224-5828

Rory J. Parnell
Parnell, Michels & McKay
25 Nashua Road, Ste C5
Londonderry, NH 03053-
(603) 434-6331

Pamela A. Peterson
Devine Millimet & Branch PA
111 Amherst Street
Manchester, NH 03101-
(603) 669-1000

Roger B. Phillips
Phillips Law Office
104 Pleasant Street
Concord, NH 03301-
(603) 225-2767

Catherine E. Shanelaris
Shanelaris & Schirch PLLC
35 East Pearl Street
Nashua, NH 03060-
(603)594-8300

Brian C. Shaughnessy
Shaughnessy Raiche PLLC
24 Eastman Ave., Ste C-3
Bedford, NH 03104-
(603) 644-4357

James A. Shepard
Law Offices of James A. Shepard
75 S. Main St., Unit 7, PMB 121
Concord, NH 03301-
(603) 848-2871

Philip H. Utter
[redacted]

Jeremy T. Walker
McLane Graf Raulerson & Middleton PA
900 Elm Street; PO Box 326
Manchester, NH 03105-0326
(603) 625-6464

Additional Requested Documents

1. Pro Bono Board Roster

2. Resume
   - Virginia Martin
   - Pamela Dodge

New Hampshire Department of Justice
Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization and must be based on ACTUAL time worked and not percentage.

Name/Position	Computation	Federal	Match
Pamela Dodge DOVE Project Coordinator	.35 FTE X 54,979 year	19,243.00	
Angelika Wilkerson, Esq. DOVE Assistant Coordinator	.10 FTE X 50,446.50	5,045.00	
Susanne Alexander Support staff	.03 FTE X 46,351.50	1,391.00	
Volunteer Match	$200/hr. X 200 hours		40,000

Total Federal 25,679.00 **Match** 40,000.00

Virginia A. Martin

[redacted]

Education:

A.M., Communications, Stanford University, Palo Alto, CA
B.A., History, University of New Hampshire, Durham, NH

Related Work Experience:

Associate Executive Director for Legal Services and NH Pro Boo Program Director, NH Bar Association, Concord, NH, *1996 to Present.* Responsible for administration and coordination of the Bar Association's legal services programs - the Lawyer Referral Service (Full Fee and Modest Means Programs), Pro Bono and its special projects, including DOVE, the NH Low-Income Taxpayer and Criminal Record Annulment Projects. Major tasks include:

- Supervise personnel (nine staff)
- Develop and oversee program budgets
- Fund-raising, grant compliance and oversight
- Plan and administer program systems and volunteer opportunities, including recruitment and retention
- Program development
- Outreach and marketing
- Board relations and development
- Liaison with other legal service providers and the courts
- Coordinate/liaison to related Bar committees

Director of Communications, Staff and Resource Development, NHLA, Concord, NH, *1987 - 1996.* Part of management team, assisting the Director in administration of the organization. Major tasks included:

- Development and management of staff orientation and training
- Press relations
- Community legal education
- Program development
- Fund-raising, grant writing and grant compliance

Director of Communications, NH Bar Association, Concord, NH, *1985 - 1987.* Part of Bar Association management team, with the following major responsibilities:

- Chief writer and editor of *Law Weekly*
- Managing editor of *Bar Journal*
- Press relations

Paralegal/Advocate, NH Legal Assistance, Berlin, NH, *1978 - 1983.*
Assigned to NHLA's Senior Citizens Law Project, major responsibilities included:

- Outreach and community legal education
- Advocacy and representation (under attorney supervision) of low-income elder citizens
- Liaison to local senior groups and organizations

Related Activities:

Past President, Executive Committee, National Organization of Pro Bono Professionals

Member, ABA committee on Pro Bono and Public Service, *2012 - 2016*

Member, Federal Legal Services Corporation Pro Bono Taskforce, *2011 - 2012*

Member, NH Access to Justice Commission, *2006 - present*

Member, NH Supreme Court's Citizens Commission on the State Courts, *2005 - 2006*

Author, "The Power of Pro Bono to Make a Difference," *NH Bar Journal*, and numerous articles for the *NH Bar News*

[redacted]

PAMELA G DODGE

PROFESSIONAL EXPERIENCE

1998 to present Pro Bono Program DOVE Project Concord, NH

DOVE Project Coordinator

- Attorney recruitment, and coordination
- Development of CLE attorney training programs facilitated by experienced lawyers and allied professionals
- Project coordination & collaboration with crisis centers
- Development of crisis center training programs for crisis center advocates on access to civil legal services and their advocacy role in assisting clients
- Referral process and case management
- Coordination with other service providers
- Assist in providing attorney support, including arranging interpreters and court reporters
- Respond to membership/public/court requests
- Communications and Public Relations

EDUCATION

1997 Franklin Pierce College Concord, NH

1-Year Certificate Program

- Paralegal Student of the Year

1975 – 1977 University of New Hampshire Concord, NH

Associate of Arts Retail Merchandising

PROFESSIONAL DEVELOPMENT

June 2018

SPARC – Left Hand, Meet Right Hand; Coordinating the Response in Staling Cases

Annual Training NH Attorney General's Task Force on Child Abuse and Neglect and NH Governor's Commission on Domestic & Sexual Violence

- Partnering for a Future Without Violence

July 2016

- Futures without Violence, Ninth National Institute on Fatherhood and Domestic Violence Boston MA

March 2014

- National Supervised Visitation Network Clearwater, FL

ADDITIONAL PROFESSIONAL ACTIVITIES

June 2018/ November 2018

- Participate in exchange programming with international visitors hosted by the World Affairs Council and sponsored with the International Visitor Leadership Program

March 2018 - May 2018

- Access and Visitation Legal Services Focus Group – Facilitated by CPR Center for Policy Research

January 2015 - present

- Member of Greater Manchester Council Against Domestic & Sexual Violence

March 2010

- ABA Steering committee on best practices in delivery of services to pro se litigants seeking civil protection orders

March 2010 - present

- Development of DOVE Project training program with the Daniel Webster Scholar Program Director for participating students at UNH School of Law

February 2010 - 2012

- Service delivery and evaluation workgroup for the development of a Strafford County Family Justice Center

2009 - present

- Development of North Country Outreach Project to deliver "unbundled" legal services to pro se victims of domestic violence in restraining order cases in concert with Response, Starting Point, support Center at Burch House and Voices Against Violence Crisis Centers

2008 - 2010

- NH Legal services statewide planning committee

2003 - present

- Member of Domestic Violence Advisory Council

AWARDS AND RECOGNITION

2001

- Cited by the ABA as an effective national model for volunteer attorney involvement

2006

- Rape & Domestic Violence Crisis Center Purple Heart Award in recognition of efforts to eradicate sexual, domestic and stalking violence

2010

- Recipient of Pierce Law Class of 2010 class gift

2012

- Inducted in the NH Coalition Against Domestic & Sexual Violence Hall of Fame

Angelika Wilkerson

[redacted]

BAR ADMISSION

Admitted November 2017.

EDUCATION

University of New Hampshire School of Law, Concord, NH
Juris Doctor, May 2017
Faculty Liaison, Student Bar Association, Fall 2015-Spring 2017

Franklin Pierce University, Rindge, NH
Bachelor of Arts, Social Work and Counseling and Criminal Justice, May 2013
Student Affairs Leadership Award; Psi Chi National Honorary Society; Alpha Chi National Honorary Society, American Red Cross Blood Drive organizer.

EXPERIENCE

New Hampshire Bar Association, Concord, NH
Domestic Violence Emergency (DOVE) Project Assistant Coordinator, February 2018 - Present

- Support legal and advocacy professionals to maintain a panel of volunteer attorneys to represent indigent victims of domestic violence and stalking.
- Assist victims of domestic violence and stalking in accessing available legal resources.
- Provide training to attorneys and advocacy professionals on the topics of domestic violence and stalking.

Concord City Prosecutor's Office, Concord, NH
Legal Resident, Spring 2017

- Represented the State in District Court criminal proceedings.
- Filed numerous types of motions with the court.

8th Circuit Court, Keene, NH
Legal Resident, Fall 2016

- Observed Family Court hearings and assisted the Judge with drafting orders.
- Completed legal research for the District, Family, and Probate Court Judges.

New Hampshire Department of Health and Human Services, Concord, NH
Legal Intern, Summer 2016

- Assisted the Office of Legal Services with research, pleading-drafting, and hearing preparation.
- Represented New Hampshire Hospital in Probate Court under Rule 36 supervision.

University of New Hampshire Criminal Defense Clinic, Concord, NH
Student Attorney, Spring 2016

- Represented indigent defendants in misdemeanor criminal cases, under Rule 36 supervision.
- Conducted client interviews, drafted motions, and prepared cases for trial.

AmeriCorps Victim Advocate, Keene, NH
Victim/Witness Coordinator, Nov. 2014-Aug. 2015

- Handled misdemeanor cases of domestic violence for the Office of the Cheshire County Attorney.
- Served as a liaison between victims and prosecutors to assure that victims were being treated fairly and in accordance with the New Hampshire law.

The Office of the Cheshire County Attorney, Keene, NH
Intern, Summer 2014

- Assisted the County Attorney and Assistant County Attorneys with research, briefing, and trial preparation.

COMMUNITY INVOLVEMENT

Franklin Pierce Emergency Medical Services, Rindge, NH,
Supervisor of Operations, Spring 2010-Spring 2013
Trained new members, responded as the commanding officer upon the absence of the Chief and acted as the superior officer to Senior EMS members an

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38 MLC

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 120
Concord, New Hampshire 03301

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

September 23, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

(1) WARRANT NO. 21-05

The Department of Administrative Services recommends that Working Capital Warrant No. 21-05 for the month of November 2020 be authorized in the amount of $450,000,000 to cover the payment of expenditures for the month.

EXPLANATION

In accordance with RSA 9:14-a the Commissioner of Administrative Services must recommend an amount necessary for payment of all proper charges against the State of New Hampshire to the Governor and Executive Council. Your approval of the request shall enable the State to meet its obligations.

Sincerely,

Dana M. Call
Comptroller

Charles M. Arlinghaus
Commissioner

CMA/dgs
Attachments

WORKING CAPITAL WARRANT

No. 21-05 **$450,000,000**

State of New Hampshire

Department of Administrative Services
Concord, NH 03301

September 23, 2020

To His Excellency, Governor Christopher T. Sununu
and the Honorable Council:

I hereby recommend that, pursuant to RSA 9:14-a, the State Treasurer be authorized to set up a working capital fund warrant No. **21-05** in the amount of **$450,000,000** to provide for payment of bills in accordance with said chapter and as authorized by the Governor and Council.

Commissioner

To cover the payment of expenditures for November 1 thru November 30, 2020

To the State Treasurer:

You are hereby authorized to make payments from the working capital fund under Warrant No. **21-05** not to exceed **$450,000,000, Four Hundred Fifty Million Dollars** for which this shall be your sufficient warrant.

Governor

BY AND WITH THE ADVICE
AND CONSENT OF THE COUNCIL.

_____, Secretary of State

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

September 23, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to pay the National Association of State Auditors, Comptrollers and Treasurers (NASACT), Lexington, KY, in an amount not to exceed $3,500 for Fiscal Year 2021 membership dues, **retroactive** from July 1, 2020 through June 30, 2021, effective upon Governor and Council approval. **100% General Funds.**

Funding is available in the following account for SFY 2021.

	SFY 21
01-014-14-01410-13300000 Division of Accounting Services	
026-500251 Membership Fees	$3,500

EXPLANATION

Since the 1970's, NASACT has actively expanded its role as a representative of state interests in financial management by providing leadership and training to meet the increasingly complex challenges faced by state governments. The reason for this retroactive request is due to budgetary constraints statewide.

Listed below are the answers to standard questions required for Governor and Council organization dues and membership approval submissions:

1. How long has this organization been in existence and how long has this agency been a member of this organization?

   NASACT was established in Washington, D.C. in 1915 and the Comptroller, through the Division of Accounting Services, has been a dues-paying member for at least the last

four fiscal years. The membership fee coincides with a $2,500 technical service fee, which has also been paid for at least the last four fiscal years.

2. Is there any other organization which provides the same or similar benefits which your agency belongs to?

   We are not aware of a similar organization for State Comptrollers.

3. How many other state's belong to this organization and is your agency the sole New Hampshire state agency that is a member?

   All 50 State Comptrollers are members of NASACT. In addition to the State of NH Comptroller, the Audit Division of the Office of Legislative Budget Assistant, as the State Auditor, is a member of NASACT. The State Treasurer is not a member of NASACT due to overlap of benefits with other organizations.

4. How is the dues structure established? (Standard fee for all states, based on population, based on other criteria, etc.)

   Dues are based on the size of the staff for the combined Auditor, Comptroller and Treasurer offices. There are five tiers for the membership dues based on the total size of the staff for the state and New Hampshire is in Tier 5, which is the lowest amount of dues assessed to a state.

5. What benefit does the state receive from participating in this membership?

   The State benefits from the training, technical activities and advocacy provided through NASACT committees, workgroups and publications. The Comptroller's office utilizes the workgroup information sharing and technical inquiries as it pertains to implementation of Government Accounting Standards Board (GASB) standards and monitoring of federal activities, such as Internal Revenue Service mandates. In addition, networking opportunities have assisted the Comptroller's office in initiatives to improve CAFR preparation. Lastly, the Comptroller's office has benefited from participating in a detailed "Comptroller Survey" which provides a valuable reference tool for all 50 states.

6. Are training or educational/research materials included in the membership? If so, is the cost included? Explain in detail.

   Much of the educational materials, research and information sharing is included with the membership. NASACT also offers technical training at its annual conferences, and scholarships are available to the State should we choose to participate.

7. Is the membership required to receive any federal grants or required in order to receive or participate in licensing of certification programs? Explain.

   No.

8. Is there any travel included with this membership fee? Explain in detail and travel to include the number of employees involved, the number of trips, destination if known and purposes of membership supported trips.

There is no travel planned at this time, however, should the State Comptroller choose to participate in educational and networking opportunities, there are scholarships available.

9. Which state agency employees are directly involved with this organization? Indicate if they are members, voting members, committee members, and/or officers of the organization.

   At the Department of Administrative Services, the Comptroller is the member but is not currently actively participating in any committees or voting activities. Several members of the Division of Accounting Services are participants in the information sharing and workgroup activities. There is a specific Payroll Information Sharing Group which has provided guidance specific to many of the recent federal mandates instituted as a result of the pandemic. In addition, the organization provides timely updates from the US Department of Treasury pertaining to Coronavirus Relief Fund guidance.

10. Explain in detail any negative impact to the State if the Agency did not belong to this organization.

    The Comptroller and division staff would not have direct access to other state Comptrollers as well as key workgroups pertaining to upcoming implementation of GASB standards. In particular, our staff would not be made aware of the implications to states based on changes at the federal level, specifically requirements relating to the pandemic. Through membership in NASACT, the State has had a voice in significant changes in the governmental finance and accounting industry.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

CMA/dc
Attachments

NASACT

National Association of State
Auditors, Comptrollers and Treasurers

INVOICE

Tuesday, April 28, 2020
Invoice No: 8781
Member ID: 276
Contact ID: 4383

Bill To:

NH Department of Administrative Services
Attn: Dana Call
25 Capitol Street
State House Annex, Room 310
Concord, NH 03301

Remit Payment To:
NASACT
449 Lewis Hargett Circle, Suite 290
Lexington, KY 40503

Federal Tax ID Number: 61-1102935

DESCRIPTION	UNIT PRICE	QTY	AMOUNT
Membership Renewal Member Type: NASACT Member thru: 6/30/2021	$3,500.00	1	$3,500.00

TERMS: Due Upon Receipt

Subtotal	$3,500.00
Sales Tax	$0.00
Prior Payments	$0.00
TOTAL DUE	$3,500.00

Notes:
Organization Name: NH Department of Administrative Services
Primary Member Name: Dana Call
Organization ID: 276
Member Type: NASACT Member
Membership Expiration Date: 6/30/2021
Membership Cost: $3,500.00

QUESTIONS: Questions may be directed to NASACT's headquarters office at (859) 276-1147.

40 MLC

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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

Division of Public Works
Design and Construction
Project No. 81099R - Contract B

September 9, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1.) Authorize the Division of Public Works Design and Construction to enter into a Contract with J Hutchins, Inc. (VC# 285855), 88 Rogers Lane, Richmond, VT, for a total price not to exceed $502,600, for the repair and rehabilitation of the main access road to the Northern NH Correctional Facility and to construct drainage improvements to the facility's perimeter roadway in Berlin, NH. This Contract is effective upon the Governor and Council approval through August 20, 2021, unless extended in accordance with the Contract terms. **100% Capital – General Funds.**

2.) Further authorize that a contingency in the amount of $7,712 be approved for unanticipated and/or unforeseen site conditions or additional unanticipated work to complete the project, bringing the total to $510,312. **100% Capital – General Funds.**

3.) Further authorize the amount of $90,900 be approved for the selection of Contract Alternates 1 and 2 for rehabilitation of the perimeter road and loading dock access improvements at the project, bringing the total to $601,212. **100% Capital – General Funds.**

4.) Further authorize the amount of $24,702 be approved for payment to the Department of Administrative Services, Division of Public Works Design and Construction (VC#311152) for engineering services provided, bringing the total to $625,914. **100% Capital – General Funds.**

Funding is available in account titled NH State Access Road Berlin as follows:

05-046-30-12610000-Access Road Berl - 19-146:1IVE

	SFY21
034-500151 – Pavement Improvements – Contract	**$502,600**
034-500151 – Pavement Improvements – Contingency	**$ 7,712**
034-500151 – Pavement Improvements – Alternates	**$ 90,900**
034-500151 – Pavement Improvements – DPW Fees	**$ 24,702**
GRAND TOTAL	**$625,914**

EXPLANATION

This project is to rehabilitate the main access road to the Northern NH Correctional Facility and to construct drainage improvements to the perimeter roadway. The main access road rehabilitation includes reclaiming the existing pavement, regrading of the base course and repaving the roadway. Existing stone-stabilized slopes and drainage swales will be reconstructed after underdrains are installed along the edge of the road. The perimeter road will have new underdrain and stone-lined swales installed to redirect and control storm water runoff.

The Contractor has been pre-qualified by the Department of Transportation. The Contract has been approved by the Department of Justice as to form and execution; and the Department of Corrections has verified that the necessary funds are available. Copies of the fully executed Contract are on file at the Secretary of State's office and the Department of Administrative Services, Division of Public Works Design and Construction.

Please find, attached, a copy of the bid tabulation.

Respectfully Submitted,

Joseph Buchard, Asst. Comm.
for Charles M. Arlinghaus,
Commissioner

Department Estimate:	$625,000
Low Bid:	$502,600
Under Estimate:	$122,400

ABC Bid Data

BERLIN
810998
NON-FEDERAL

PROJECT: BERLIN
STATE PROJECT NUMBER: 810998
FED. PROJECT NUMBER: NON-FEDERAL
DATE BIDS OPEN: July 08, 2020, 2:00 PM
SCOPE OF WORK: NORTHERN NH CORRECTIONAL FACILITY PAVEMENT IMPROVEMENTS
COMPLETION DATE: August 20, 2021
LOCATION:

Certified by: _____

Summary of Bidders

Contractor	Bid Amount	Rank
J HUTCHINS INC 88 ROGERS LANE, RICHMOND VT 05477	$502,600.00 ✓	A
LEE T CORRIGAN LLC 12 WILFRED STREET, GORHAM NH 03581	$523,134.00	B
GMI ASPHALT LLC 288 LACONIA ROAD, BELMONT NH 03220	$659,780.00	C
PIKE INDUSTRIES, INC. 3 EASTGATE PARK ROAD, BELMONT NH 03220	$697,580.00	D

Item 901 : $ 428,850.-
902 : $ 43,750.-
903 : $ 30,000.- ✓
Total Base Bid = $502,600.-
Add Alt #1 = 48,550.-
Add Alt #2 = 42,350.-
Total This project $593,500.-

BUREAU OF PUBLIC WORKS
✓ Award to J. Hutchins, Inc.
_____ Hold for Negotiation
_____ Cancel Contract
User Agency DOC
Authorized by _____
Date 07/13/2020

ABC Bid Data

BERLIN
81099B
NON-FEDERAL

Item No. Items	Description	Unit	Quantity	PS&E Unit Price	PS&E Total	J HUTCHINS INC 68 ROGERS LANE RICHMOND, VT 05477 Unit Price	J HUTCHINS INC Total	LEE T CORRIGAN LLC 12 WILFRED STREET GORHAM, NH 03581 Unit Price	LEE T CORRIGAN LLC Total
901	MAIN ACCESS ROAD	U	1.00	$550,000.00	$550,000.00	$428,850.00	$428,850.00	$465,634.00	$465,634.00
902	PERIMETER ROAD DRAINAGE	U	1.00	$45,000.00	$45,000.00	$43,750.00	$43,750.00	$27,500.00	$27,500.00
903	ALLOWANCE FOR ADDITIONS AND MODIFICATIONS TO THE CONTRACT	$	30,000.00	$1.00	$30,000.00	$1.00	$30,000.00	$1.00	$30,000.00
			Totals:		$625,000.00		$502,600.00		$523,134.00
81099B ALTERNATES									
ADD ALTERNATE 1									
991	ADD ALTERNATE 1 PERIMETER ACCESS ROAD ROADWAY RECONSTRUCTION	U	1.00	$50,000.00	$50,000.00	$48,550.00	$48,550.00	$70,944.00	$70,944.00
ADD ALTERNATE 2									
992	ADD ALTERNATE 2 LOADING DOCK IMPROVEMENTS	U	1.00	$26,000.00	$26,000.00	$42,350.00	$42,350.00	$42,000.00	$42,000.00
DEDUCT ALTERNATE 3									
993	DEDUCT ALTERNATE 3 MAIN ACCESS ROAD UNDERDRAIN STA 18+40 TO 21+50 LT AND STA 20+78 TO 21+65 RT	U	1.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	($8,734.00)	($8,734.00)
DEDUCT ALTERNATE 4									
994	DEDUCT ALTERNATE 4 NEW BEEHIVE FRAMES AND GRATES ON EXISTING BASINS IN DITCH LINES	U	1.00	$8,000.00	$8,000.00	$3,500.00	$3,500.00	($4,000.00)	($4,000.00)
DEDUCT ALTERNATE 5									
995	DEDUCT ALTERNATE 5 NEW CATCH CB-1 AND ASSOCIATED PIPE NEAR EAST MILAN ROAD INTERSECTION	U	1.00	$5,000.00	$5,000.00	$3,900.00	$3,900.00	($5,500.00)	($5,500.00)
			Alt. Totals:						
			Totals:		$625,000.00		$502,600.00		$523,134.00

ABC Bid Data

BERLIN
81099B
NON-FEDERAL

Item No.	Description	Unit	Quantity	PS&E Unit Price	PS&E Total	GMI ASPHALT LLC 288 LACONIA ROAD Unit Price	GMI ASPHALT LLC 288 LACONIA ROAD Total	PIKE INDUSTRIES, INC. 3 EASTGATE PARK ROAD Unit Price	PIKE INDUSTRIES, INC. 3 EASTGATE PARK ROAD Total
Items									
901	MAIN ACCESS ROAD	U	1.00	$550,000.00	$550,000.00	$584,380.00	$584,380.00	$618,650.00	$618,650.00
902	PERIMETER ROAD DRAINAGE	U	1.00	$45,000.00	$45,000.00	$45,400.00	$45,400.00	$48,930.00	$48,930.00
903	ALLOWANCE FOR ADDITIONS AND MODIFICATIONS TO THE CONTRACT	$	30,000.00	$1.00	$30,000.00	$1.00	$30,000.00	$1.00	$30,000.00
			Totals:		$625,000.00		$659,780.00		$697,580.00
81099B ALTERNATES									
ADD ALTERNATE 1									
991	ADD ALTERNATE 1 PERIMETER ACCESS ROAD ROADWAY RECONSTRUCTION	U	1.00	$50,000.00	$50,000.00	$34,400.00	$34,400.00	$46,500.00	$46,500.00
ADD ALTERNATE 2									
992	ADD ALTERNATE 2 LOADING DOCK IMPROVEMENTS	U	1.00	$26,000.00	$26,000.00	$29,990.00	$29,990.00	$48,000.00	$48,000.00
DEDUCT ALTERNATE 3									
993	DEDUCT ALTERNATE 3 MAIN ACCESS ROAD UNDERDRAIN STA 18+40 TO 21+50 LT AND STA 20+78 TO 21+65 RT	U	1.00	$10,000.00	$10,000.00	($9,800.00)	($9,800.00)	($8,650.00)	($8,650.00)
DEDUCT ALTERNATE 4									
994	DEDUCT ALTERNATE 4 NEW BEEHIVE FRAMES AND GRATES ON EXISTING BASINS IN DITCH LINES	U	1.00	$8,000.00	$8,000.00	($9,050.00)	($9,050.00)	($18,000.00)	($18,000.00)
DEDUCT ALTERNATE 5									
995	DEDUCT ALTERNATE 5 NEW CATCH CB-1 AND ASSOCIATED PIPE NEAR EAST MILAN ROAD INTERSECTION	U	1.00	$5,000.00	$5,000.00	($4,450.00)	($4,450.00)	($7,000.00)	($7,000.00)
			Alt. Totals:						
			Totals:		$625,000.00		$659,780.00		$697,580.00

JHUTCHI-01

SHILL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/16/2020

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.

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PRODUCER
Hickok & Boardman, Inc.
346 Shelburne Rd
Burlington, VT 05401

CONTACT NAME: Robin Faraone
PHONE (A/C, No, Ext): (802) 383-1663 FAX (A/C, No): (802) 658-0541
E-MAIL ADDRESS: rfaraone@hbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Union Insurance Company	25844
INSURER B : Acadia Insurance Company	31325
INSURER C : A.I.M. Mutual Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
J Hutchins Inc and/or Landshapes
88 Rogers Lane
Richmond, VT 05477

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE / X OCCUR	X		CPA 0130014-27	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / X PRO-JECT / X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CAA 0130015-26	1/1/2020	1/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			CUA 0130056-26	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED / RETENTION $							$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A		WMZ-800-8007649-2020A	1/1/2020	1/1/2021	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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
VP Gina Hutchins is Excluded from Workers Comp

Project: Berlin 81099B
Additional Insured status applies for the State of New Hampshire its agencies, and its agents and employees with regards to the general liability coverage as stated per the terms and conditions on form #CLCG0492 (10/18) attached

CERTIFICATE HOLDER

State of New Hampshire
c/o Department of Administrative Services
7 Hazen Drive, Room 250
Concord, NH 03302

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
Samuel Hill

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JHUTCHI-01 SHILL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/15/2020

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.

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PRODUCER
Hickok & Boardman, Inc.
346 Shelburne Rd
Burlington, VT 05401

CONTACT NAME: Robin Faraone
PHONE (A/C, No, Ext): (802) 383-1663 FAX (A/C, No): (802) 658-0541
E-MAIL ADDRESS: rfaraone@hbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acadia Insurance Company	31325
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The State of NH, Dept. of Administrative Services, J. Hutchins, any and all sub-contractors employed
7 Hazen Drive
Concord, NH 03302

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Installation / Build		X	CIM 5452968	9/10/2020	9/10/2021	see below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
VP Gina Hutchins is Excluded from Workers Comp

Project No. 81099B Berlin Northern NH Correctional Facility Pavement Improvements.

Builder Risk Coverage Limits: $30,000 at location. Named Insured is The State of New Hampshire, Department of Administrative Services. Waiver of Subrogation applies in favor of The State of New Hampshire, Department of Administrative Services

CERTIFICATE HOLDER

State of New Hampshire Department of Administrative Service
JOM Bldg Rm 250
7 Hazen Drive
Concord, NH 03302

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
D. Michael Boardman

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JHUTCHI-01 RFARAONE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/28/2020

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.

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PRODUCER
Hickok & Boardman, Inc.
346 Shelburne Rd
Burlington, VT 05401

CONTACT NAME: Robin Faraone
PHONE (A/C, No, Ext): (802) 383-1663 FAX (A/C, No): (802) 658-0541
E-MAIL ADDRESS: rfaraone@hbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acadia Insurance Company	31325
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
State of New Hampshire, Department of Administrative Services
7 Hazen Drive
Concord, NH 03302

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Owners Protective			OCP 5447946-10	8/13/2020	8/13/2021	see below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
VP Gina Hutchins is Excluded from Workers Comp

Project No. 81099B Berlin Northern NH Correctional Facility Pavement Improvements.

Owners Protective Liability Coverage Limits: $2,000,000 per occurence/$3,000,000 aggregate. Named Insured is The State of New Hampshire, Department of Administrative Services

CERTIFICATE HOLDER

State of New Hampshire Department of Administrative Service
JOM Bldg Rm 250
7 Hazen Drive
Concord, NH 03302

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
D. Mikel Boardman

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SEP25'20 PM 1:10 DAS

41 MLC

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 120
Concord, New Hampshire 03301

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

Division of Public Works
Design and Construction
Project No. 81091, Contract B

August 27, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1.) Authorize the Division of Public Works Design and Construction to enter into a contract with Gerard A Laflamme, Inc (VC# 174091) Manchester, NH, for a total price not to exceed $427,600 for Generators for Main Building, Thayer Building, 64 South Street, Concord, New Hampshire. This contract is effective upon Governor and Council approval through October 31, 2021, unless extended in accordance with the contract terms. **100% Capital - General Funds.**

2). Further authorize the amount of $30,000 be approved for payment to the Department of Administrative Services, Division of Public Works Design and Construction (VC# 311152), for engineering services provided, bringing the total to $457,600. **100% Capital-General Funds**

Funding is available in account titled Dept. of Administrative Services as follows:

02-14-14-140030-71890000 19-146:1IIIC2-Emergency Back

034-500162 – Repair/Renovate Bldgs	$ 356,600
034-500162 – DPW Fees	$ 20,000
Sub-Total	**$ 376,600**

04-14-14-140030-71890000 19-146:1IIIC4-Thayer Building

034-500162 – Repair/Renovate Bldgs	$ 71,000
034-500162 – DPW Fees	$ 10,000
Sub-Total	**$ 81,000**
Grand Total	**$457,600**

EXPLANATION

The scope of this project includes replacing and upgrading the electrical service at the Thayer Building and purchasing and installing emergency generators for the Main and Thayer buildings located at the State Office Park South as well as a generator at 64 South Street, Concord.

The contractor has been pre-qualified by the Department of Transportation. The contract has been approved by the Attorney General as to form and execution; and the Department of Administrative Services has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services, Division of Public Works Design and Construction.

Attached please find a copy of the tabulation of bids for this project.

Respectfully submitted,

Charles M. Arlinghaus,
Commissioner

Department Estimate:	$386,500
Contract Amount:	$427,600
Over Estimate:	$41,150

ABC Bid Data

CONCORD
81091B
NON-FEDERAL

PROJECT:	CONCORD
STATE PROJECT NUMBER:	81091B
FED. PROJECT NUMBER:	NON-FEDERAL
DATE BIDS OPEN:	July 08, 2020, 2:00 PM
SCOPE OF WORK:	GENERATORS FOR MAIN BLDG, THAYER BLDG, 64 SO STREET
COMPLETION DATE:	October 31, 2021
LOCATION:	Merrimack

Certified by: _____

Summary of Bidders

Contractor	Bid Amount	Rank
LAFLAMME, INC. GERARD A. 100 HARVEY ROAD, PO BOX 5706, MANCHESTER NH 03108	$427,600.00 ✓	A

Item 901 : $91,900.-
902 : $123,700.-
903 : $121,000.-
904 : $ 51,000.-
905 : $ 40,000.- ✓
Total = $ 427,600.- ✓

BUREAU OF PUBLIC WORKS

✓ Award to La Flamme, Inc
_____ Hold for Negotiation
_____ Cancel Contract
User Agency DAS
Authorized by _____
Date 07/13/2020

ABC Bid Data

CONCORD
B1091B
NON-FEDERAL

Item No.	Description	Unit	Quantity	PS&E Unit Price	PS&E Total	LAFLAMME, INC. GERARD A. 100 HARVEY ROAD MANCHESTER, NH 03108 Unit Price	LAFLAMME, INC. GERARD A. 100 HARVEY ROAD MANCHESTER, NH 03108 Total
Items							
901	GENERATOR AND ALL ASSOCIATED WORK FOR MAIN BUILDING	U	1.00	$ 67,500.00	$ 67,500.00	$91,900.00	$91,900.00
902	GENERATOR AND ALL ASSOCIATED WORK FOR THAYER BUILDING	U	1.00	$ 112,000.00	$ 112,200.00	$123,700.00	$123,700.00
903	GENERATOR AND ALL ASSOCIATED WORK FOR 64 SOUTH STREET	U	1.00	$ 118,350.00	$ 118,350.00	$121,000.00	$121,000.00
904	RELOCATE ELECTRICAL SERVICE THAYER BLDG	U	1.00	$ 48,400.00	$ 48,400.00	$51,000.00	$51,000.00
905	ALLOWANCE	$	40,000.00	$ 1.00	$ 40,000.00	$1.00	$40,000.00
			Totals:		$386,450.00		$427,600.00
			Alt. Totals:				
			Totals:		$386,450.00		$427,600.00

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2020

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.

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PRODUCER
THE ROWLEY AGENCY INC.
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511

CONTACT NAME: Kelley Massey
PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012
E-MAIL ADDRESS: kmassey@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Firemen's Ins Co of Wash. DC	21784
INSURER B: Acadia Insurance Company	31325
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Gerard A. Laflamme, Inc.
P O Box 5706
Manchester NH 03108

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		CPA023562422	12/19/2019	12/19/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							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
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		CAA023562523	12/19/2019	12/19/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X		CUA023562822	12/19/2019	12/19/2020	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
							PRODUCTS-COMP/OP AGGREGATE	$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WPA027786621 3A STATES: NH, ME, VT	12/19/2019	12/19/2020	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	LEASED/RENTED EQUIPMENT			CPA023562422	12/19/2019	12/19/2020	LIMIT:	$150,000
A	INSTALLATION FLOATER			CPA023562422	12/19/2019	12/19/2020	LIMIT:	$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: New generator for main building, Thayer and 64 South Street, Concord, NH. PO# 81091, Contract B. Covering electrical operations of the named insured during the policy period. Cancellation provision: 30 days except 10 days for nonpayment of premium. State of New Hampshire, its agencies, and its agents, employees are additional insureds on all liability policies except workers' compensation where required by written contract. Additional insured with respect to the general liability includes ongoing and completed operations when required by written contract.

CERTIFICATE HOLDER

State of New Hampshire
c/o Department of Administrative Services
7 Hazen Drive, Room 250
Concord, NH 03302

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

Kelley Massey/KCO

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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 07/15/2020

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS — PHONE (A/C, No, Ext): (603) 224-2562
THE ROWLEY AGENCY INC.
Kelley Massey
45 Constitution Avenue P.O. Box 511
Concord NH 03302-0511
FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: kmassey@rowleyagency.com

COMPANY NAME AND ADDRESS — NAIC NO: 31325
Acadia Insurance Company
One Acadia Commons
P.O. Box 9010
Westbrook ME 04098-5010
IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

CODE: SUB CODE:
AGENCY CUSTOMER ID #: 00004812

POLICY TYPE: Installation/Builder Risk

NAMED INSURED AND ADDRESS
Gerard A. Laflamme, Inc., State of NH- NH Department of Administrative Services
c/o GA Laflamme PO Box 5706
Manchester NH 03108

LOAN NUMBER:
POLICY NUMBER: CIM5445560
EFFECTIVE DATE: 07/15/2020 EXPIRATION DATE: 07/15/2021 ☐ CONTINUED UNTIL TERMINATED IF CHECKED

ADDITIONAL NAMED INSURED(S): Any and All Subcontractors of any tier
THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION: Thayer Building 64 South Street Loc# 00001/Bldg# 00001
Concord NH 03301

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED: ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ 427,600 DED: 1,000

	YES	NO	N/A		
☐ BUSINESS INCOME ☐ RENTAL VALUE				If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE				If YES, indicate value(s) reported on property identified above: $	
TERRORISM COVERAGE	X			Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?					
IS DOMESTIC TERRORISM EXCLUDED?					
LIMITED FUNGUS COVERAGE				If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)					
REPLACEMENT COST	X				
AGREED VALUE					
COINSURANCE		X		If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)	X			If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg				If YES, LIMIT:	DED:
- Demolition Costs				If YES, LIMIT:	DED:
- Incr. Cost of Construction				If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	X			If YES, LIMIT: 427,600	DED: 25,000
FLOOD (If Applicable)	X			If YES, LIMIT: 427,600	DED: 25,000
WIND / HAIL INCL ☐ YES ☐ NO Subject to Different Provisions:				If YES, LIMIT:	DED:
NAMED STORM INCL ☐ YES ☐ NO Subject to Different Provisions:				If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS					

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.

ADDITIONAL INTEREST

☐ CONTRACT OF SALE ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE ☒ Additional Named Insured

NAME AND ADDRESS
State of New Hampshire NH Department of Administrative Services
7 Hazen Drive - Room 250
Concord NH 03302

LENDER SERVICING AGENT NAME AND ADDRESS

AUTHORIZED REPRESENTATIVE
Kelley Massey

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AGENCY CUSTOMER ID: 00004812

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
THE ROWLEY AGENCY INC.	Gerard A. Laflamme, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 28 FORM TITLE: Evidence of Commercial Property Insurance: Notes

Waiver of Subrogation is applicable when required by written contract.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2020

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 have ADDITIONAL INSURED provisions or 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
THE ROWLEY AGENCY INC.
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511

CONTACT NAME: Kelley Massey
PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012
E-MAIL ADDRESS: kmassey@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	31325
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
State of New Hampshire, NH Department of Administrative Services
7 Hazen Drive - Room 250
Concord NH 03302

COVERAGES CERTIFICATE NUMBER: 20-21 Thayer 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Owners & Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			OCP5446578-10	07/15/2020	07/15/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Generators for main building, Thayer Building, 64 South Street, Concord, NH. Job No. 81091 Contract B.

CERTIFICATE HOLDER

State of New Hampshire NH Department of Administrative Services
7 Hazen Drive - Room 250
Concord NH 03302

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

Kelley Massey

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42 mc

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 120
Concord, New Hampshire 03301

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

Division of Public Works
Design and Construction
Project No. 81095R – Contract B

August 25, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1). Authorize the Division of Public Works Design and Construction to enter into a contract with Glover Plumbing & Heating Service, LLC. (VC# 138010), Barrington, NH, for a total price not to exceed $168,750, for the Boiler Upgrade at the Rochester Circuit Court, Rochester, N. H. This contract is effective upon Governor and Council approval through December 7, 2020, unless extended in accordance with the contract terms. 100% Capital - General

2). Further authorize that a contingency in the amount of $5,290 be approved for unanticipated site expenses for the Boiler Upgrade at the Rochester Circuit Court, Rochester, N.H., bringing the total to $174,040. 100% Capital - General Funds.

3). Further authorize the amount of $6,852. be approved for payment to the Department of Administrative Services, Division of Public Works Design and Construction (VC# 311152), for engineering services provided, bringing the total to $180,892. 100% Capital - General Funds.

Funding is available in account titled NH State Rochester Circuit New Boilers as follows:

01-14-14-140030-71980000 Rochester Roof" 19-146:1IID4

		SFY21
034-500226 – Repair/Renovations Bldgs. - Contract		**$ 168,750**
034-500226 – Repair/Renovations Bldgs. - Contingency		**$ 5,290**
034-500226 - Repair/Renovations Bldgs. – DPW Fees		**$ 6,852**
	Sub-Total	**$180,892**
	GRAND TOTAL	**$180,892**

EXPLANATION

This project is to existing boilers and replace with two boilers and hot water heater with three boilers and hot water heater other appurtenances.

The contractor has been pre-qualified by the Department of Transportation. The contract has been approved by the Department of Justice as to form and execution; and the Department of Administrative Services has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services, Division of Public Works Design and Construction.

Attached please find a copy of the tabulation of bids for this project along with the contract supplemental information sheet.

Respectfully submitted,

Charles M. Arlinghaus,
Commissioner

Department Estimate:	$243,785
Contract Amount:	$153,750
Under Estimate:	$ 90,035

ABC Bid Data

ROCHESTER
110958
NON-FEDERAL

PROJECT: ROCHESTER
STATE PROJECT NUMBER: 110958
FED. PROJECT NUMBER: NON-FEDERAL
DATE BIDS OPEN: July 27, 2020, 2:00 PM
SCOPE OF WORK: ROCHESTER DISTRICT COURT BOILER UPGRADE
COMPLETION DATE: December 07, 2020
LOCATION: Strafford

Certified by: _____

Summary of Bidders

Contractor	Bid Amount	Rank
GLOVER PLUMBING & HEATING SERVICES LLC 2035 FRANKLIN PIERCE HWY, BARRINGTON NH 03825	$153,750.00	A
RTH MECHANICAL CONTRACTORS INC 17 PRODUCTION DRIVE, DOVER NH 03820	$156,235.00	B
INDUSTRIAL STEEL & BOILER SERVICES INC 939 CHICOPEE STREET SUITE 2, CHICOPEE MA 01013	$164,491.00	C

Base Bid : $153,750
Add Alt #1 : 15,000
$ 168,750

BUREAU OF PUBLIC WORKS
✓ Award to "A" Bidder $168,750
_____ Hold for Negotiation
_____ Cancel Contract
User Agency DAS
Authorized by MWT
Date 7/30/2020

ABC Bid Data

ROCHESTER
81095B
NON-FEDERAL

Item No.	Description	Unit	Quantity	PS&E Unit Price	PS&E Total	GLOVER PLUMBING & HEATING SERVICES LLC 2035 FRANKLIN PIERCE HWY BARRINGTON, NH 03825 Unit Price	GLOVER Total	RTH MECHANICAL CONTRACTORS INC 17 PRODUCTION DRIVE DOVER, NH 03820 Unit Price	RTH Total
Items									
901	REMOVE AND REPLACE BOILERS	U	1.00	$ 195,000.00	$ 195,000.00	$148,750.00	$148,750.00	$151,235.00	$151,235.00
902	OWNERS CHANGES FOR UNKNOWN LATENT OR DIFFERING EXISTING CONDITIONS	$	5,000.00	$ 1.00	$ 5,000.00	$1.00	$5,000.00	$1.00	$5,000.00
			Totals:		$200,000.00		$153,750.00		$156,235.00
81095B ALTERNATE									
ADD ALTERNATE 1									
991	ADD ALTERNATE 1 ADD BOILER NUMBER THREE	U	1.00	$ 30,000.00	$ 30,000.00	$15,000.00	$15,000.00	$36,905.00	$36,905.00
			Alt. Totals:						
			Totals:		$200,000.00		$153,750.00		$156,235.00

ABC Bid Data

ROCHESTER
81095B
NON-FEDERAL

Item No.	Description	Unit	Quantity	PS&E Unit Price	PS&E Total	INDUSTRIAL STEEL & BOILER SERVICES INC 939 CHICOPEE STREET SUITE 2 CHICOPEE, MA 01013 Unit Price	INDUSTRIAL STEEL & BOILER SERVICES INC 939 CHICOPEE STREET SUITE 2 CHICOPEE, MA 01013 Total
Items							
901	REMOVE AND REPLACE BOILERS	U	1.00	$ 195,000.00	$ 195,000.00	$159,491.00	$159,491.00
902	OWNERS CHANGES FOR UNKNOWN LATENT OR DIFFERING EXISTING	$	5,000.00	$1.00	$5,000.00	$1.00	$5,000.00
			Totals:		$200,000.00		$164,491.00

81095B ALTERNATE
ADD ALTERNATE 1

991	ADD ALTERNATE 1 ADD BOILER NUMBER THREE	U	1.00	$ 30,000.00	$ 30,000.00	$33,500.00	$33,500.00
			Alt. Totals:				
			Totals:		$200,000.00		$164,491.00

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/06/2020

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 have ADDITIONAL INSURED provisions or 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
Avery Insurance
21 South Main Street
PO Box 1510
Wolfeboro NH 03894-1510

CONTACT NAME: Jessica Hildreth
PHONE (A/C, No, Ext): (603) 589-2515 FAX (A/C, No): (603) 569-4266
E-MAIL ADDRESS: jessicah@averyinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Motorists Insurance	13331
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Glover Plumbing & Heating Service LLC
2035 Franklin Pierce Highway
Barrington NH 03825

COVERAGES CERTIFICATE NUMBER: CL2071310153 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	5000032393	06/27/2020	06/27/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		5000032393	06/27/2020	06/27/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured Motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	5000032400	06/27/2020	06/27/2021	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		5000049654	06/27/2020	06/27/2021	[X] PER STATUTE [ ] OTH-ER	
							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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reference: Project #81095B - Rochester District Court Boiler Upgrade
Where required by written contract, the State of New Hampshire, its agencies, agents, and employees are listed as additional insured. Waiver of subrogation applies, where allowed by State Statute.
Coverage as per terms and conditions of policy.
Workers Comp. 3A States: NH
David Glover is excluded from Workers Compensation coverage.

CERTIFICATE HOLDER

State of New Hampshire
c/o Dept of Administrative Services
7 Hazen Drive, Room 250
Concord NH 03302

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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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/06/2020

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PRODUCER
Avery Insurance
21 South Main Street
PO Box 1510
Wolfeboro NH 03894-1510

CONTACT NAME: Jessica Hildreth
PHONE (A/C, No, Ext): (603) 569-2515 FAX (A/C, No): (603) 569-4266
E-MAIL ADDRESS: jessicah@averyinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Motorists Insurance	13331
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
State of New Hampshire Dept of Admin Services
c/o Glover Plumbing & Heating Service LLC
2035 Franklin Pierce Hwy
Barrington NH 03825-7358

COVERAGES CERTIFICATE NUMBER: CL208610241 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Owners & Contractors Protective			5000138067	08/04/2020	08/04/2021	Each Occurrence	$2,000,000
							Aggregate Limit	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reference: Project #81095B - Rochester District Court Boiler Upgrade

Coverage as per terms and conditions of policy. Waiver of subrogation applies, where allowed by State statute.

CERTIFICATE HOLDER

State of New Hampshire
c/o Dept of Administrative Services
7 Hazen Drive, Room 250
Concord NH 03302

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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ACORD

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 08/06/2020

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.

PRODUCER
Avery Insurance
21 South Main Street
PO Box 1510
Wolfeboro NH 03894-1510

CONTACT NAME: Jessica Hildreth
PHONE (A/C, No, Ext): (603) 569-2515 FAX (A/C, No): (603) 569-4266
E-MAIL ADDRESS: jessicah@averyinsurance.net
PRODUCER CUSTOMER ID: 00020869

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Group	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Glover Plumbing & Heating Service LLC
State of NH Dept of Admin Service & all subcontractors
2035 Franklin Pierce Highway
Barrington NH 03825

COVERAGES CERTIFICATE NUMBER: CP208601786 REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project #81095B - Rochester District Court Boiler Upgrade
Loc#:00001,76 N Main Street,Rochester,NH,03867

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	☐ PROPERTY CAUSES OF LOSS / DEDUCTIBLES ☐ BASIC / BUILDING ☐ BROAD / CONTENTS ☐ SPECIAL ☐ EARTHQUAKE ☐ WIND ☐ FLOOD				☐ BUILDING ☐ PERSONAL PROPERTY ☐ BUSINESS INCOME ☐ EXTRA EXPENSE ☐ RENTAL VALUE ☐ BLANKET BUILDING ☐ BLANKET PERS PROP ☐ BLANKET BLDG & PP	$ $ $ $ $ $ $ $ $ $
A	☒ INLAND MARINE CAUSES OF LOSS ☐ NAMED PERILS ☒ Special form	TYPE OF POLICY Builder Risk POLICY NUMBER CIM5448773	08/04/2020	08/04/2021	☒ Builders Risk	$ 168,750 $ $ $
	☐ CRIME TYPE OF POLICY					$ $ $
	☐ BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$ $
						$ $

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Reference: Project #81095B - Rochester District Court Boiler Upgrade
Waiver of subrogation applies where allowed by State statute.

Coverage is as per terms and conditions of policy.

CERTIFICATE HOLDER
State of New Hampshire
c/o Dept of Administrative Ser
7 Hazen Drive, Room 250
Concord NH 03302

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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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

Lori A. Shibinette
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 11, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, and 2020-17, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Sole Source** amendment to an existing contract with Lakes Region Mental Health Center, Inc. (VC# 154480-B001), Laconia, NH, for the provision of services to individuals experiencing homelessness who test positive for COVID-19, are awaiting COVID-19 test results, have had close contact with a person who has tested positive for COVID-19, or are referred for services by a health department, with no change to the price limitation of $1,265,277 and no change to the contract completion date of December 31, 2020. 100% Federal Funds.

The original contract was approved by the Governor on May 11, 2020, and was presented to the Executive Council on June 10, 2020 (Informational Item #K), and subsequently amended as approved by the Governor on July 31, 2020, and was presented to the Executive Council on August 26, 2020 (Informational Item #H).

05-95-95-950010-56760000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, OFFICE OF BUSINESS OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	103-502664	Contracts for Op Svc	95010998	$499,060	$0	$499,060
2021	103-502664	Contracts for Op Svc	95010998	$0	$0	$0
			Subtotal	***$499,060***	***$0***	***$499,060***

05-95-90-903010-19010000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	90183518	$766,217	$0	$766,217
			Subtotal	***$766,217***	***$0***	***$766,217***
			Total	**$1,265,277**	**$0**	**$1,265,277**

EXPLANATION

This item is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source.

The purpose of this amendment is to expand the population served to include individuals who are asymptomatic, but in close contact with a person who has tested positive for COVID-19, as well as individuals who are referred to services by the Manchester Public Health Department or the Nashua Public Health Department. The Contractor currently provides immediate quarantine and isolation services for individuals who are experiencing homelessness and have a COVID-19 diagnosis or are symptomatic and awaiting test results.

The Contractor, as a member of the Isolation and Quarantine Team for admissions to services, will provide intake and assessment services to determine if an individual meets the criteria for services currently provided by the Contractor.

The Department cannot determine the number of individuals who will be served from July 17, 2020, through December 31, 2020.

Once an individual is determined eligible for services, the Contractor will conduct a comprehensive intake of each individual transported to the quarantine facility using the Homeless Management Information System (HMIS). The Contractor will also gather additional information for each individual including the individual's community of origin, date of admission, date of anticipated discharge, list and dosages of medications, and the assessment form completed by the Emergency Operations Center (EOC).

The Contractor will ensure social distancing and sanitation practices are based on Centers for Disease Control (CDC) recommendations and are practiced by staff, as well as individuals receiving quarantine shelter services. The Contractor will monitor activities to maintain social distancing recommendations, and ensuring there is no sharing of personal items including smoking/vaping materials, drinks, food, and other items that may cause increased health and safety risks.

The Contractor will work with the State and Case Managers to develop transition plans to return individuals to their home shelters or communities when their individual quarantine periods are completed. The Contractor will clean each vacated room in accordance with CDC guidelines prior to re-using the room for another occupant.

The parties have the option to extend the agreement for up to one (1) additional year, in accordance with Exhibit A Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2,. Paragraph 3.3, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval. The Department is not exercising an option to renew services at this time.

Area served: Statewide

Source of Funds: CFDA 93.323, FAIN #NU50CK000522

The Department will request General Funds in the event that Federal Funds are no longer available and services are still needed.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Quarantine Services for Homeless Individuals Contract

This 2nd[1] Amendment to the Quarantine Services for Homeless Individuals contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Lakes Region Mental Health Center, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 40 Beacon Street East, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on May 11, 2020 and presented to the Executive Council on June 10, 2020 (Informational Item #K), as amended and approved by the Governor on July 31, 2020 to be presented to the Executive Council on August 26, 2020, services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Exhibit A, Revisions to Standard Contract Provisions, Paragraph 1, Statement of Work, Subparagraph 1.1, to read:

   1.1. The services provided under this contract are emergency management activities, as defined by New Hampshire (NH) Revised Statutes (RSA) 21 -P:35, Definitions. The Contractor shall:

      1.1.1. Provide intake and assessment services as a member of the Isolation and Quarantine Team for admissions to services detailed in this agreement; and

      1.1.2. Provide all services detailed in this agreement.

2. Exhibit A, Revisions to Standard Contract Provisions, Paragraph 1, Statement of Work, Subparagraph 1.3, to read:

   1.3. The Contractor shall provide room accommodations to the State of New Hampshire, as requested , for the purpose of quarantining individuals who are homeless, or at the risk of being homeless, who:

      1.3.1. Are symptomatic of COVID-19 and require quarantine isolation while awaiting test results; or

      1.3.2. Tested positive for COVID-19; or

      1.3.3. Are asymptomatic, but in close contact with a person who has tested positive for COVID-19; or

      1.3.4. Are referred for services by:

         1.3.4.1 The New Hampshire Department of Health & Human Services;

         1.3.4.2 The Manchester Public Health Department; or

         1.3.4.3 The Nashua Public Health Department.

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective retroactively to July 16, 2020 subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, and 2020-15.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

8/18/20
Date

Name: Christine L. Santaniello
Title: Director DEHS

The Lakes Region Mental Health Center

8/11/2020
Date

Name: Margaret M Pritchard
Title: CEO LRMHC

MP 8/11/2020

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

08/24/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, and 2020-15.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

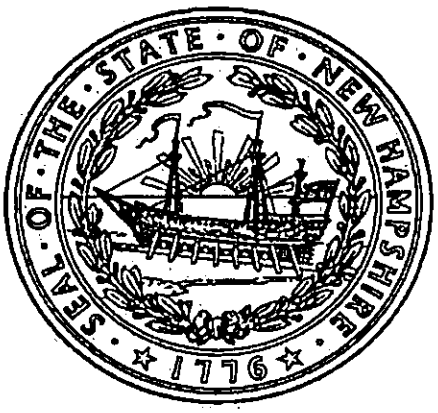
MP 8/11/2020

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 THE LAKES REGION MENTAL HEALTH CENTER, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 14, 1969. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **64124**
Certificate Number: **0004904592**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of April A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Matthew Soza, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Lakes Region Mental Health Center, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July 16, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Margaret M. Pritchard, Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Lakes Region Mental Health Center, Inc. to enter into contracts or agreements with
(Name of Corporation/ LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: July 16, 2020

Matthew Soza
Signature of Elected Officer
Name: Matthew Soza
Title: Co-Treasurer, LRMHC Board of Directors

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2020

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 have ADDITIONAL INSURED provisions or 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
MTM Insurance Associates
1320 Osgood Street
North Andover MA 01845

CONTACT NAME: Jeffrey Morrissette
PHONE (A/C, No, Ext): (978) 681-5700 FAX (A/C, No): (978) 681-5777
E-MAIL ADDRESS: certificates@mtminsure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE AMERICAN INSURANCE COMPANY	
INSURER B: AIM Mutual Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
The Lakes Region Mental Health Center, Inc.
40 Beacon Street East
Laconia NH 03246

COVERAGES CERTIFICATE NUMBER: 2020 Master 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			SVRD37803601010	06/26/2020	06/26/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CALH08618574010	06/26/2020	06/26/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			XOOG25518540010	06/26/2020	06/26/2021	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC-600-4000907-2020A	06/26/2020	06/26/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			OGLG2551662A010	06/26/2020	06/26/2021	Occurrence per Incident	5,000,000
							Aggregate Limit	7,000,000
							Retro Date	6/26/2011

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate of insurance represents coverage currently in effect and may or may not be in compliance with any written contract.

CERTIFICATE HOLDER

State of New Hampshire Department of Health & Human Services
129 Pleasant Street
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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Lakes Region Mental Health Center

Our Mission:

Lakes Region Mental Health Center's mission is to provide integrated mental and physical health care for people with mental illness while creating wellness and understanding in our communities.

Our Vision:

Lakes Region Mental Health Center is the community leader providing quality, accessible and integrated mental and physical health services, delivered with dedication and compassion.

Our Values:

R espect	We conduct our business and provide services with respect and professionalism.
A dvocacy	We advocate for those we serve through enhanced collaborations, community relations and political actions.
I ntegrity	We work with integrity and transparency, setting a moral compass for the agency.
S tewardship	We are effective stewards of our resources for our clients and our agency's health.
E xcellence	We are committed to excellence in all programming and services.

(Revised & Approved by the Board of Directors. 9/15/2015)

The Lakes Region Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2019

The Lakes Region Mental Health Center, Inc.
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June 30, 2019

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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of The Lakes Region Mental Health Center, Inc.

We have audited the accompanying financial statements of The Lakes Region Mental Health Center, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2019, and the related statement of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Lakes Region Mental Health Center, Inc. as of June 30, 2019, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Analysis of Accounts Receivables, the Analysis of BBH Revenues, Receipts & Receivables and schedules of functional public support, revenues and expenses on pages 13-16 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Effect of Adopting New Accounting Standard

As discussed in Note 13 to the financial statements, the Center conformed to ASU 2016-14, change in accounting principal. The change was adopted retroactively. Our opinion is not modified with respect to that matter.

Kittell, Branagan + Sargent

St. Albans, Vermont
September 16, 2019

The Lakes Region Mental Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2019

ASSETS

CURRENT ASSETS	
Cash	$ 871,867
Investments	1,676,200
Restricted cash	214,299
Accounts receivable (net of $906,500 allowance)	1,245,023
Prepaid expenses and other current assets	143,584
TOTAL CURRENT ASSETS	4,150,973
PROPERTY AND EQUIPMENT - NET	5,622,649
TOTAL ASSETS	$ 9,773,622

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	$ 161,584
Current portion long-term debt	105,394
Accrued payroll and related	364,517
Deferred income	100,035
Accrued vacation	377,451
Accrued expenses	292,305
TOTAL CURRENT LIABILITIES	1,401,286
LONG-TERM DEBT, less current portion	
Notes and Bonds Payable	4,187,210
Less: unamortized debt issuance costs	(90,156)
TOTAL LONG-TERM LIABILITIES	4,097,054
TOTAL LIABILITIES	5,498,340
NET ASSETS	
Net assets without donor restrictions	4,275,282
TOTAL LIABILITIES AND NET ASSETS	$ 9,773,622

See Notes to Financial Statements

The Lakes Region Mental Health Center, Inc.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2019

	Net Assets without Donor Restrictions
PUBLIC SUPPORT AND REVENUES	
Public support -	
Federal	$ 572,299
State of New Hampshire - BBH	406,208
Other public support	435,857
Total Public Support	1,414,364
Revenues -	
Program service fees	11,700,600
Rental income	84,867
Other revenue	263,839
Total Revenues	12,049,305
TOTAL PUBLIC SUPPORT AND REVENUES	13,463,669
EXPENSES	
BBH funded program services -	
Children Services	3,090,476
Multi-service	5,628,380
ACT	1,280,968
Emergency Services	1,063,295
Housing Services	501,160
Non-Eligible	508,556
Non-BBH funded program services	1,570,427
TOTAL EXPENSES	13,643,262
DECREASE IN NET ASSETS FROM OPERATIONS	(179,593)
OTHER INCOME	
Loss on sale of fixed asset	(170,446)
Investment income	130,763
TOTAL OTHER INCOME (LOSS)	(39,683)
TOTAL DECREASE IN NET ASSETS	(219,276)
NET ASSETS, beginning	4,494,558
NET ASSETS, ending	$ 4,275,282

See Notes to Financial Statements.

The Lakes Region Mental Health Center, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2019

CASH FLOWS FROM OPERATING ACTIVITIES	
(Decrease) in net assets	$ (219,276)
Adjustments to reconcile to net cash provided by operations:	
Depreciation and Amortization	328,568
Loss on sale of asset	170,466
Value of Donated Assets	(26,925)
Unrealized gain on investments	(1,417)
(Increase) decrease in:	
Accounts receivable	402,937
Prepaid expenses	(45,288)
Restricted Cash	34,234
Increase (decrease) in:	
Accounts payable & accrued liabilities	73,329
Deferred income	(22,344)
NET CASH PROVIDED BY OPERATING ACTIVITIES	694,284
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	(51,238)
Net investment activity	(122,355)
NET CASH (USED) BY INVESTING ACTIVITIES	(173,593)
CASH FLOWS FROM FINANCING ACTIVITIES	
Principal payments on long-term debt	(801,932)
NET DECREASE IN CASH	(281,241)
CASH AT BEGINNING OF YEAR	1,367,407
CASH AT END OF YEAR	$ 1,086,166
SUPPLEMENTAL DISCLOSURE	
Cash Payments for Interest	$ 172,108

See Notes to Financial Statements

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization
The Lakes Region Mental Health Center, Inc. (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs; it is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the Center qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Estimates
The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Depreciation
The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Estimated useful lives range from 3 to 40 years.

State Grants
The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Vacation Pay and Fringe Benefits
Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

Revenue
Revenue from federal, state and other sources is recognized in the period earned.

Client Service Revenue
The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2019 totaled $10,463,319, of which $10,211,374 was revenue from third-party payers and $251,945 was revenue from self-pay clients.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Third Party Contractual Arrangements
A significant portion of patient revenue is derived from services to patients insured by third-party payors. The center receives reimbursement from Medicare, Medicaid, Blue Cross, and other third-party insurers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when recorded. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

Basis for Presentation
The financial statements of the Center have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August, 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Orgnizations" (the "Guide"). (ASC) 958-205 was effective March 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net asset of the Center and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. The Center's board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Center or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Accounts Receivable
Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

The allowance for doubtful accounts was $906,500 and $760,000 for the years ended June 30, 2019 and 2018. Total patient accounts receivable decreased to $1,871,450 as of June 30, 2019 from $1,950,374 at June 30, 2018. As a result of changes to payer mix present at year end the allowance as a percentage of total accounts receivable increased from 39% to 48% of total patient accounts receivable.

Advertising

Advertising costs are expensed as incurred. Total costs were $83,347 at June 30, 2019 and consisted of $41,322 for recruitment, $37,242 for agency advertising and $4,784 related to fundrasing.

New Accounting Pronouncement:

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Center has adjusted the presentation of these statements.

NOTE 2 PROPERTY AND EQUIPMENT

The Center elects to capitalize all purchases with a useful life of greater than one year and a cost of $1,000 or more. Property and equipment, at cost, consists of the following:

NOTE 2 PROPERTY AND EQUIPMENT (continued)

Land, buildings and improvements	$ 6,588,630
Computer equipment	1,064,066
Furniture, fixtures and equipment	685,916
Vehicles	139,738
Artwork	26,925
Construction in progress	700
	8,505,975
Accumulated depreciation	(2,883,326)
NET BOOK VALUE	$ 5,622,649

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE – TRADE

Due from clients	$ 140,436
Receivable from insurance companies	494,624
Medicaid receivables	990,582
Medicare receivables	245,808
	1,871,450
Allowance for doubtful accounts	(906,500)
Total Receivable - Trade	964,950

ACCOUNTS RECEIVABLE – OTHER

Housing Rent	1,840
HUD	42,899
Mount Prospect Academy	5,200
Capital Campaign Pledges	2,584
NFI North, Inc.	2,325
SAMSHA	32,031
BBH - Bureau of Behavioral Health	81,102
Lakes Region Healthcare	31,815
Other Grants and Contracts	80,277
Total Receivable - Other	280,073
TOTAL ACCOUNTS RECEIVABLE	$ 1,245,023

NOTE 4 LINE OF CREDIT

As of June 30, 2019, the Center had available a line of credit with an upper limit of $1,000,000 with a local area bank. At that date, $-0- had been borrowed against the line of credit. These funds are available at a variable rate of interest, with a floor no less than 4.0% per annum, currently 5.50%. The availability under this line will be limited to 70% of the current market value of the Vanguard Funds which have been pledged to the local area bank. This line of credit expires June 9, 2021, and is secured by all business assets.

NOTE 5 COMMITMENTS

The corporation leases real estate and equipment under various operating leases. Minimum future rental payments under non cancelable operating leases as of June 30, 2019 for each of the next four years and in the aggregate are:

June 30,	Amount
2020	$ 79,935
2021	40,773
2022	38,604
2023	38,043
2024	38,043

Total rent expense for the year ended June 30, 2019, including rent expense for leases with a remaining term of one year or less was $114,964.

NOTE 6 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a defined contribution 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2019 the total contributions into the plan were $131,726. Total administrative fees paid into the plan for the year ended June 30, 2019 were $10,843.

NOTE 7 LONG-TERM DEBT

As of June 30, 2019, long-term debt consisted of the following:

2.97% bond payable - Meredith Village Savings Bank due in monthly installments of $19,288 (principal and interest) beginning in June 2019. Secured by building through June, 2047.	$4,292,604
Unamortized debt issuance costs	(90,156)
Total long-term debt	4,202,448
Less: Current Portion	(105,394)
Long-term debt, excluding current installments	$4,097,054

NOTE 7 LONG-TERM DEBT (continued)

Expected maturities for the next five years are as follows:

Year Ending June 30,	
2020	$ 105,394
2021	108,568
2022	111,836
2023	115,203
2024	118,672
Thereafter	3,732,931
	$ 4,292,604

NOTE 8 CONTINGENT LIABILITIES

The Center receives money under various State and Federal grants. Under the terms of these grants, the Center is required to use the money within the grant period for purposes specified in the grant proposal and is subject to compliance reviews and audits by the grantor agencies. It is the opinion of management that any liability, resulting from future grantor agency audits of completed grant contracts, would not be material in relation to the overall financial statements.

NOTE 9 INVESTMENTS

Investments consist of amounts invested in various Vanguard Equity and Bond Funds. At June 30, 2019, the status of these funds were as follows:

	Cost	Unrealized Gain (Loss)	Market
Large Blend	$ 393,044	$ 231,451	$ 624,495
Health	266,910	32,814	299,724
Large Growth	167,367	(960)	166,407
Mid-Cap Value	171,706	149,540	321,246
Short-Term Bond	206,462	57,866	264,328
	$ 1,205,489	$ 470,711	$ 1,676,200

NOTE 9 INVESTMENTS (continued)

The related unrealized gain (losses) have been included in the investment income line on the accompanying statement of activities. Investment income is as follows:

Interest and Dividends	$ 33,512
Realized Gains	95,834
Unrealized Gains	1,417
	$ 130,763

NOTE 10 FAIR VALUE MEASUREMENTS

Professional accounting standards require a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under these professional accounting standards are described below:

Basis of Fair Value Measurement

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2019. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 11 CONCENTRATIONS OF CREDIT RISK

At June 30, 2019, the carrying amount of the cash deposits is $1,086,166 and the bank balance totaled $1,174,696. Of the bank balance, $485,033 was insured by Federal Deposit Insurance and $689,664 was offset by debt.

NOTE 11 CONCENTRATIONS OF CREDIT RISK (continued)

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2019 is as follows:

Due from clients	8 %
Insurance companies	26
Medicaid	53
Medicare	13
	100 %

NOTE 12 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2019 for general expenditures:

Cash	$ 871,867
Investments	1,676,200
Accounts receivable	1,245,023
Various Deposits	6,000
	$3,799,090

Restricted deposits and reserves are restricted for specific purposes and therefore not available for general expenditures.

As part of the Center's liquidity management, it has a policy to structure its financial assets available as its general expenditures, liabilities and other obligations come due.

NOTE 13 CHANGE IN ACCOUNTING PRINCIPAL – RETROSPECTIVE APPLICATION

On January 1, 2018, the Center changed its method of accounting for net assets to conform with ASU 2016-14, effective for fiscal years beginning after December 15, 2017. The change was adopted retroactively. Under the new accounting method, the Center must now report their net assets as either with donor restrictions or without donor restrictions. As a result, the cumulative effect of applying the new method, the following amounts increased/ (decreased):

	2018
Unrestricted Net Assets	$ (4,494,558)
Net Assets without Donor Restrictions	$ 4,494,558

NOTE 14 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 16, 2019 which is the date the financial statement was available to be issued. All events requiring recognition as of June 30, 2019, have been incorporated into the financial statements herein.

SUPPLEMENTARY INFORMATION

The Lakes Region Mental Health Center, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2019

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	$ 128,119	$ 1,930,321	$ (1,678,376)	$ (239,628)	$ 140,436
BLUE CROSS / BLUE SHIELD	304,382	784,226	(596,139)	(333,786)	158,683
MEDICAID	1,018,470	14,182,948	(5,220,473)	(8,990,363)	990,582
MEDICARE	185,899	1,510,927	(837,531)	(613,487)	245,808
OTHER INSURANCE	313,504	979,757	(592,341)	(364,979)	335,941
ALLOWANCE FOR DOUBTFUL ACCOUNTS	(760,000)	-	-	-	(906,500)
TOTAL	$ 1,190,374	$ 19,388,179	$ (8,924,860)	$ (10,542,243)	$ 964,950

The Lakes Region Mental Health Center, Inc.
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2019

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) From BBH End of Year
CONTRACT YEAR, June 30, 2019	$ 1,408	$ 406,208	$ (326,514)	$ 81,102

Analysis of Receipts

Date of Receipt Deposit Date	Amount
07/16/18	$ 1,260
07/20/18	148
08/10/18	9,603
08/21/18	51,180
09/06/18	52,510
09/13/18	7,848
10/04/18	57,076
10/31/18	13,505
11/21/18	5,602
11/29/18	4,221
12/07/18	95,759
12/13/18	16,553
12/21/18	7,848
12/31/18	34,198
01/04/19	6,087
01/09/19	7,848
01/31/19	14,340
02/08/19	7,848
03/06/19	7,995
04/03/19	10,081
04/08/19	7,995
05/01/19	2,624
05/21/19	21,553
05/30/19	7,848
06/14/19	22,972
06/26/19	19,388
Less: Federal Monies	(167,376)
	$ 326,514

The Lakes Region Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2019

	Total Agency	Admin.	Total Programs	Children	Multi -Service	ACT	Emergency Services	Housing Services Apts. S.L. Summer	Housing Services Apts. S.L. McGrath	Non Eligible	Non BBH Funded Programs
Program Service Fees:											
Net Client Fee	$ 251,945	$ -	$ 251,945	$ 45,340	$ 68,935	$ 27,354	$ 35,288	$ -	$ -	$ 75,028	$ -
Blue Cross/Blue Shield	188,087	-	188,087	80,169	75,024	9,600	75,774	-	-	(52,480)	-
Medicaid	8,962,475	-	8,962,475	3,027,437	4,958,600	542,120	363,699	-	-	70,619	-
Medicare	673,396	-	673,396	1	588,453	24,330	3,343	-	-	57,269	-
Other Insurance	387,416	-	387,416	83,163	135,621	5,092	49,941	-	-	113,599	-
Program Sales:											
Service	1,237,279	-	1,237,279	78,779	82,400	-	7,400	-	-	5,160	1,063,540
Public Support - Other:											
United Way	1,525	-	1,525	-	1,525	-	-	-	-	-	-
Local/County Government	140,970	-	140,970	-	-	-	117,970	-	-	23,000	-
Donations/Contributions	215,828	215,278	550	-	-	-	-	275	275	-	-
Other Public Support	76,454	37,200	39,254	22,604	11,250	2,250	2,025	-	-	450	675
Div. Voc. Rehab.	1,080	-	1,080	-	1,080	-	-	-	-	-	-
Federal Funding:											
HUD Grant	154,435	-	154,435	-	-	-	-	60,123	94,312	-	-
Other Federal Grants	417,864	3,023	414,841	-	-	-	-	-	-	-	414,841
Rental Income	84,867	3,827	81,040	2,952	2,952	492	-	35,760	38,392	-	492
DBH & DS:											
Community Mental Health	365,544	-	365,544	5,964	25,410	240,000	94,170	-	-	-	-
DCYF	664	-	664	664	-	-	-	-	-	-	-
Other BBH	40,000	40,000	-	-	-	-	-	-	-	-	-
Interest Income	642	642	-	-	-	-	-	-	-	-	-
Other Revenues	263,197	186,639	76,558	18,533	42,019	-	15,993	-	-	13	-
	13,463,669	486,609	12,977,060	3,365,606	5,993,269	851,239	765,603	96,158	132,979	292,658	1,479,548
Administration	-	(486,609)	486,609	126,203	224,733	31,919	28,708	3,606	4,986	10,974	55,480
TOTAL PUBLIC SUPPORT AND REVENUES	$ 13,463,669	$ -	$ 13,463,669	$ 3,491,809	$ 6,218,002	$ 883,158	$ 794,311	$ 99,764	$ 137,965	$ 303,632	$ 1,535,028

The Lakes Region Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2019

	Total Agency	Administration	Total Programs	Children	Multi-Service	ACT	Emergency Services	Housing Services: Apts. S.L. Summer	Housing Services: Apts. S.L. McGrath	Non-Eligible	Non BBH Funded Programs
Personnel Costs:											
Salary and wages	$ 8,518,992	$ 666,530	$ 7,852,462	$ 1,774,022	$ 3,141,327	$ 811,890	$ 668,074	$ 101,860	$ 110,595	$ 267,932	$ 976,762
Employee benefits	1,905,776	127,746	1,778,030	413,683	778,806	162,296	147,577	(5)	332	128,085	147,256
Payroll Taxes	584,335	46,416	537,919	118,677	230,038	53,388	47,714	7,646	9,054	19,577	51,825
Substitute Staff	153,938	596	153,342	2,557	106,799	894	6,945	-	-	199	35,948
PROFESSIONAL FEES AND CONSULTANTS:											
Accounting/audit fees	58,530	58,530	-	-	-	-	-	-	-	-	-
Legal fees	26,754	23,210	3,544	48	3,423	18	16	29	-	4	6
Other professional fees	131,900	7,430	124,470	3,315	4,179	43	39	25,600	25,865	9	65,420
Staff Devel. & Training:											
Journals & publications	976	134	842	13	825	-	-	-	-	3	1
In-Service training	10,822	560	10,262	2,364	5,731	888	789	-	-	196	294
Conferences & conventions	83,015	6,213	76,802	13,151	36,955	4,163	3,649	63	63	379	18,379
Other staff development	34,973	1,026	33,947	7,352	17,742	266	6,002	-	-	268	2,317
Occupancy costs:											
Rent	90,136	3,253	86,883	29,975	46,852	812	722	-	-	5,911	2,611
Mortgage (Interest)	169,762	168,277	1,485	-	1,337	74	-	-	-	-	74
Heating Costs	46,186	11,124	35,062	6,121	8,412	757	281	10,726	7,294	700	771
Other Utilities	93,566	24,541	69,025	16,819	19,659	1,856	-	13,669	13,587	1,105	2,330
Maintenance & repairs	175,940	44,572	131,368	41,059	44,568	7,187	2,372	12,664	16,014	927	6,577
Taxes	18,910	18,910	-	-	-	-	-	-	-	-	-
Consumable Supplies:											
Office	32,086	8,996	23,090	7,640	9,631	1,428	1,531	136	131	1,454	1,139
Building/household	58,658	13,797	44,861	6,076	11,366	1,928	1,889	3,814	18,172	854	762
Medical	11,093	-	11,093	-	3,716	-	-	-	-	-	7,377
Other	176,851	9,484	167,367	41,528	82,660	15,622	13,909	-	-	3,428	10,220
Depreciation-Equipment	89,872	17,816	72,056	23,209	31,221	5,317	2,971	1,076	3,648	968	3,646
Depreciation-Building	238,696	84,007	154,689	48,840	48,878	8,070	13	15,166	25,554	3	8,165
Equipment rental	22,410	5,798	16,612	6,377	6,667	966	737	-	-	850	1,015
Equipment maintenance	41,238	2,469	38,769	9,877	19,754	3,704	3,292	-	84	823	1,235
Advertising	83,347	7,667	75,680	14,699	50,040	4,457	3,963	-	-	1,024	1,497
Printing	1,549	69	1,480	307	857	119	116	-	-	47	34
Telephone/communications	237,764	32,311	205,453	61,222	82,179	9,236	21,687	9,180	228	13,692	8,029
Postage/shipping	13,904	986	12,918	3,483	6,660	1,061	943	-	-	363	408
Transportation:											
Staff	247,839	1,210	246,629	61,202	132,444	36,903	5,296	1,850	1,854	2,869	4,211
Clients	21,635	-	21,635	-	21,635	-	-	-	-	-	-
Assist to Individuals:											
Client services	38,138	-	38,138	19,134	16,776	20	-	630	1,474	-	104
Insurance:											
Malpractice/bonding	56,652	14,650	42,002	10,284	20,163	4,711	2,510	-	-	620	3,714
Vehicles	4,496	-	4,496	369	3,785	144	126	-	-	29	43
Comp. Property/liability	34,669	20,969	13,700	2,998	5,928	1,073	976	1,029	1,040	287	369
Membership Dues	38,587	1,288	37,299	671	705	132	118	-	-	29	35,644
Other Expenditures	89,267	60,834	28,433	5,568	11,393	1,515	2,804	4,775	1,478	328	572
	13,643,262	1,491,419	12,151,843	2,752,640	5,013,111	1,140,938	947,061	209,908	236,467	452,963	1,398,755
Admin. Allocation	-	(1,491,419)	1,491,419	337,836	615,269	140,030	116,234	25,763	29,022	55,593	171,672
TOTAL PROGRAM EXPENSES	$ 13,643,262	$ -	$ 13,643,262	$ 3,090,476	$ 5,628,380	$ 1,280,968	$ 1,063,295	$ 235,671	$ 265,489	$ 508,556	$ 1,570,427

LAKES REGION MENTAL HEALTH CENTER, INC. Board of Directors Listing April, 2020		
President	Jannine	Sutcliffe
Vice President	Gail	Mears
Co-Treasurer	Ed	McFarland
Co-Treasurer	Matt	Soza
Secretary	Susan	Stearns
Member at Large	Marsha	Bourdon
Member at Large	Marlin	Collingwood
Member at Large	Peter	Minkow
Member at Large	Laura	LeMien
Member at Large	Deborah	Pendergast
Member at Large	Seifu	Ragassa
Member at Large	James	Stapp
Member at Large	Rev. Judith	Wright

Margaret M. Pritchard, BS, MS

Objective: Promoting the expansion and integration of health care in New Hampshire

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Chief Executive Officer
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- Responsible for the overall administration, planning, development, coordination and evaluation of all operations of the agency
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- SAMSHA Grant – Integrated care established in partnership with two local FQHC(s)
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Designated by NH Department of Developmental Services in the capital region serving the needs of individuals and families affected by cognitive impairments.

- Developed and monitored treatment plans for 25 developmentally disabled adults

Education:

1998-2000	New England College	Henniker, NH
	MS Community Mental Health Counseling	
1996	Graduated NH Police Standards & Training	
	Part-time Police Officer	
1977-1981	SUNY Brockport	Brockport, NY
BS Social Work		

Interests: Granite State Critical Incident Street Management Vice President & Coordinator
Navigating Recovery of the Lakes Region – Board Member
Community Health Services Network – Board President

Sunshine S. Fisk

EXPERIENCE

Lakes Region Community College **2015-Present**
Laconia, NH
Chief Financial Officer
- Supervisory responsibility for Business Services and Stock Control
- Responsible for annual budget process for over 60 cost centers
- Instituted monthly financial reporting for leadership and quarterly reporting to College Advisory Board
- Presentations to college campus on the financial outlook and strategic financial initiatives
- Chair of Professional Development Committee

Riverbend Community Mental Health, Inc. **2005-2015**
Concord, NH
Controller
- Supervisory responsibility (A/P, General Ledger & Cash)
- Responsible for General Ledger (2013) & Fixed Asset (2008) software conversions
- State of New Hampshire, Concord Hospital and additional external reporting including bank covenants
- Detailed and extensive budgeting for over 17 Cost Centers and $21 million
- Revenue forecast & strategic modeling for Managed Medicaid case rate implementation
- Annual audit coordination for three companies and 990/1065 Tax reporting review
- Internal Instructor for Beginner and Intermediate Excel
- Financial statements & Ad Hoc reporting for Board of Directors and Senior Management

Easter Seals New Hampshire, Inc. **2004-2005**
Manchester, NH
Assistant Controller
- Grant Administration for several New Hampshire grants
- Consolidated Inter/Intra company Financial Statement preparation and analysis
- Tax Reporting, NH Charitable Trust Reports and Insurance Review
- Banking compliance, Debt Covenant Reporting and Banking Relations
- Quarterly and monthly Ad Hoc reporting for Board of Directors and Senior Management
- Responsible for department restructure, staffing, internal controls and supervising NH/VT/ME Accounting

General Growth Properties, Inc. **1998-2004**
Chicago, Illinois
Senior Accountant-Natick Mall, Natick, Massachusetts
- Financial Statement preparation for over $30 million in annual revenues
- Forecasting, input and analysis for R24 budget used for SEC Reporting
- Monthly variance analysis of financial statements and occupancy levels for executive management
- Saved company over $50K annually through recovery analysis on tenant CAM & escrow accounts
- Supervisory responsibility (Cash, A/P, A/R & G/L)
- Weekend Property Management Responsibility
- Internship Coordinator

Accountant I & II-Steeplegate Mall, Concord, New Hampshire
- Maintain the financial documentation of the mall gift certificate program
- Settlement reconciliations for tenant escrow accounts; taxes, utilities and other charges
- Assist in internal audits for Sarbanes-Oxley compliance and review annual tenant audits for billing
- Received a bonus for excellence in collections by decreasing receivables to less than .005

ADDITIONAL EXPERIENCE

Wil-Sun Fisk Properties, LLC **Tilton, New Hampshire** **2009-Present**
Owner

EDUCATION

Master's of Business Administration
Southern New Hampshire University, Manchester, New Hampshire
Master's of Science Accounting
Southern New Hampshire University, Manchester, New Hampshire

COMPUTER SKILLS

Excel, Solomon, Quicken/Quick Books Pro, Management Reports International (MRI), Power Point, JD Edwards, DYNA Budget Software, Depreciation Works, PeopleSoft, CMHC, Quantum and Icentrix

MEMBERSHIPS

Zonta Club of Concord, 2005 Concord Monitor Tilton-Northfield Town Crier Writer, Leadership Greater Concord Graduate & Steering Committee Member, Sanbornton Central School PTO, Tilton-Northfield Little League Treasurer

Curriculum Vitae

Vladimir Jelnov, MD

Phone: Home:
Cell:
Email:

Summary of expertise:
Fifteen years of clinical experience as a psychiatrist (Russia).
Seven years of supervision, training and program coordination experience.
Six years experience in USA (including four year residency program)

EDUCATION

Novosibirsk State Medical Academy, Novosibirsk, Russia	*Medical student*	*09 / 72 - 07 / 78*
Novosibirsk State University, Novosibirsk, Russia	*Psychology student*	*10 / 93 - 02 / 95*

POSTGRADUATE TRAINING

Elmhurst Hospital Center, Mt. Sinai Medical school, NYC	*Internship/ residency, psychiatry*	*07/03 – 07/07*
Central Research Institute for Medical Doctors, S. Petersburg, Russia	*Postdoctoral clinical training*	*09/84 – 12/84*
State Psychiatric Institute, Moscow,	*Postdoctoral clinical training*	*06/83 – 07/83*
State Psychoneurologic Institute, S. Petersburg, Russia	*Postdoctoral dissertation*	*08 / 84 - 05 / 85*

HOSPITAL AND CLINIC APPOINTMENTS

State Psychiatric Hospital, Novosibirsk, Russia	Attending Psychiatrist, short term inpatient	03/80 - 12/82
Novosibirsk City Hospital #2	Attending Psychiatrist; outpatient clinic	12/82-02/84
Regional Psychiatric Emergency Mobil Team, Novosibirsk, Russia	Part time, Attending Psychiatrist	3/82-10/84
Novosibirsk City Psychoneurological Dispensary	Chief of Psychotherapy Division; evaluation & treatment adults with mental problems; clinical & administrative supervision for staff, program development, training &	02/84 – 12/87

	education.	
Novosibirsk Municipal Department of Mental Health	Senior Supervisor for Psychotherapy Division	02/84 – 12/87
Center for Psychological Help Novosibirsk	Clinical Director, evaluation & treatment adults with mental problems; clinical and administrative supervision for staff, program development, training and education.	12/87 – 04/93
Private practice, Novosibirsk, Russia	Psychiatric drug therapy and individual and group psychotherapy for adults	10/90-3/93
State University, Novosibirsk, Russia	Assistant Professor; Mental Health setting: theory and practice	9/90-3/92
New Hope Guild Mental Health Center, NYC	Senior counselor	10/96-3/98
Christ Hospital/International Institute of N.J., counseling center Jersey City, NJ	Clinical Director; clinical and administrative supervision for staff, program development, training and education	3/97- 6/03
Jersey City Medical Center Psychiatric Emergency Room, Jersey City, NJ	Part time, Senior primary therapist	3/01-10/01
Coney Island Hospital, Brooklyn, NY	Attending psychiatrist; psychiatric emergency room	09/07-1/08
Jersey City Medical Center Jersey City, NJ	Attending psychiatrist, inpatient unit	11/07-present

CURRICULUM VITAE

Name: Mark William Wagner, M.D.

Birth Date: January 1, 1963

Home Address: [redacted]

Phone: [redacted]

Office Address: [redacted]

Phone: [redacted]

Fax: [redacted]

Citizenship and/or Visa Information:

Education:

Institution/Location	Years	Degree/Date	Field of Study
Ohio University, Athens, OH	9/81–6/85	B.S. / 6/85	
University of Cincinnati, Cincinnati, OH	9/85–689	M.D. / 6/89	Medicine

Internship:

Medical University of South Carolina, Charleston, SC	7/89–6/90

Residencies or Post Doctoral:

Medical University of South Carolina, Charleston, SC	7/90–6/93	Psychiatry
Medical University of South Carolina, Charleston, SC	7/92–6/94	Child Psychiatry

Specialty/Board Certification:

American Board of Psychiatry and Neurology General Psychiatry	January 1995
American Board of Psychiatry and Neurology Child and Adolescent Psychiatry	December 1998
General Psychiatry Recertified	September 2005
American Board of Psychiatry and Neurology Child and Adolescent Psychiatry Recertified	September 2008

Licensure:

South Carolina License	15073

Military Service:

N/A

Faculty Appointments (Begin with initial appointment):

Years	Rank	Institution	Department
1993–94	Clinical Instructor	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
1994–95	Clinical Assistant Professor	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
1995–Present	Assistant Professor	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
2011-Present	Associate Professor	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences

Administrative Appointments:

Years	Position	Institution	Department
1993–94	Chief, Child and Adolescent Psychiatry Fellowship Program	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
1994–99	Supervisor, Youth Outpatient Residents Clinic	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
1995–Present	Program Director, Youth Inpatient	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
1996–98	Coordinator, Child Fellow Seminar Series	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
1996–2002	Coordinator, Medical Student Youth Psychiatry Rotation	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
2001–02	Psychiatry Compliance Physician Coordinator	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences

Hospital Appointments/Privileges:

Years	Active / Inactive	Institution	Department
1992–94	Admitting Service Physician	Charter Hospital, Charleston, SC	
1992–96	Consulting Physician	Dorchester Mental Health Center, Summerville, SC	
1992–93	Admitting Physician	Patrick B. Harris Hospital, Anderson, SC	
1993-95	Consulting Physician	Berkeley Mental Health Center, Moncks Corner, SC	
1996–Present	Physician	Medical University of South Carolina	Psychiatry

Other Experience:

Years	Position	Institution	Department
1991–92	Small Group Leader, Introduction to Clinical Medicine	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
1991–98	Volunteer Physician, Mobile Crisis Program	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences

Membership in Professional/Scientific Societies (include offices held):

National Societies

1992–Present American Academy of Child and Adolescent Psychiatry

Local Societies

1992–Present South Carolina Academy of Child and Adolescent Psychiatry

Editorial Positions:

2003 Journal Reviewer, *Journal of the American Academy of Child and Adolescent Psychiatry*

Extramural Grants/award amount (current and past):

As Co-Investigator

1999–2001	Co-Investigator: "Sertraline in Children and Adolescents with Major Depressive Disorder."
1998–2000	Co-Investigator: "Response to Stimulant Medication in Traumatized versus Nontraumatized Children with Attention Deficit Disorder."
1998–2001	Co-Investigator: "A Multi-Center, Double-Blind, Placebo-Controlled Trial of Nefazodone in Depressed Adolescents."
1994	Co-Investigator, Poster Presentation: "Co-morbid Substance Abuse in Adolescents with Psychiatric Disorders."

Awards, Honors, Membership in Honorary Societies:

2003 Golden Apple Teaching Award—4th Year Medical Students
2002 Circle of Excellence Teaching Award—4th Year Medical Students
2007 MUSC Physician of the Month
2008 Circle of Excellence Teaching Award—4th Year Medical Students
2008 MUSC Medical Center Service Leader of the Quarter
2008 MUSC Excellence in Action Award
2010 MUSC Physician of the Month

Academic Committee Activities :

University

1992 94	Child Residents Educational Committee, Medical University of South Carolina
1993 94	Residents Educational Committee, Medical University of South Carolina
1993 94	Youth Outpatient Improvement Committee, Medical University of South Carolina

Department

1996–2001	Outpatient Steering Committee
1996–Present	Medical Records Documentation Committee
2000–01	Psychiatry Faculty Advisory Group
2005–Present	Executive Quality Council
2005–08	Leadership Council
2005–08	Research and Outcomes Committee
2005–Present	Peer Review Committee
2005–Present	Outpatient Management
2005–Present	Outpatient Customer Service Committee
2006–2007	Suicide Task Force
2007–Present	Inpatient Patient Satisfaction Committee
2007–Present	Outpatient Patient Satisfaction Committee
2009-2010	Youth Seclusion Reduction Task Force
2010-2012	Promotions Committee
2011-Present	EPIC Superuser Committee
2011-2012	Discharge Process Improvement Team
2011-2012	Admissions Criteria Task Force
2011-Present	Patient Satisfaction Steering Committee
2011-2012	Finance Steering Committee
2011- Present	Space Committee
2011-Present	Mentorship Steering Committee
2011-Present	EPIC Ambulatory Steering Committee
2011-Present	Psychiatry Physician EPIC Superuser

Division

1999–2002	Youth Resident Education Committee
2000–2010	Youth Outpatient Outcomes Committee

Major Teaching Responsibilities (Current):

Psychiatry Residents: Lecture Series, Supervision
Psychiatry Child Fellows: Clinical Supervision

Major Clinical Interests and Responsibilities:

1995–2009 Inpatient Child and Adolescent Attending
- Oversee the treatment of children up to age thirteen years old for crisis stabilization of psychiatric disorders
- Supervision of treatment team including medical students, residents, fellows, social workers, and teachers in the delivery of care to patients and families
- Ongoing development of programs for inpatient treatment of children and adolescents including family/patient education and parenting skills groups

1995–Present Outpatient Child and Adolescent Attending
- Provide medication management, individual therapy, and family therapy in outpatient setting for children, adolescents, and adults
- Provide clinical supervision of psychiatry residents and child and adolescent fellows for children and adolescent outpatient population and medication

management for these patients
- Development of outpatient clinical services including Psychiatric Drop-In Clinic and Disruptive Disorder Specialty Clinic

1996–Present Partial Hospitalization Child and Adolescent Attending
- Oversee the treatment of children from ages six years old to eighteen years old in a day treatment program which provides stabilization of a variety of psychiatric disorders
- Provide psychiatric and medical assessments, medication management, and discharge planning for patient population and provide supervision to the treatment team
- Facilitate expansion of program from census of fifteen to thirty clients at a new site

2000–2011 Clinical Service Chief, Youth Division
2011-Present Director, MUSC Youth Psychiatry Ambulatory Services

Publications:

Peer Reviewed Journal Articles:

Wagner MW. Methylphenidate ER tablet lodging in esophagus. *Journal of American Academy of Child Adolescent Psychiatry* 40(11): 1244-1245, Nov 2001.

Non- Peer Reviewed:

Madan A, Borckardt J, Weinstein B, **Wagner M**, Dominick C, Cooney H. Clinical outcomes assessment in behavioral healthcare: Searching for practical solutions. *Journal for Healthcare Quality* 30(11): 30-37, July/August 2008.

Madan A, Borchardt J, Connell A, Book S, Campbell S, Gwynette M, Wimberly L, **Wagner M**, Weinstein B, McLeod-Bryant S, Cooney H. Routine assessment of patient-reported outcomes in behavioral health: Room for improvement. *Quality Management in Health Care* 19(1) 70-81, January/March 2010.

Chapters in Scholarly Books and Monographs:

Kruesi M, Keller S, **Wagner M**: Neurobiology of aggression. In *Pediatric Psychopharmacology: Principles and Practice*, edited by Martin A, Scahill L, Charney DS. Oxford University Press: New York, 210-223, 2003.

CHRISTOPHER BURNS, MS PMHNP-BC

[redacted]

OBJECTIVE

I am a well-trained and capable Psychiatric-Mental Health Nurse Practitioner seeking a position in a primary care team setting to provide mental health care services, psychotherapy and medication management.

EDUCATION

Columbia University School of Nursing, New York, NY
Master of Science, Psychiatric-Mental Health Nurse Practitioner — Oct., 2017
Subspecialty: Palliative and End-of-Life Care
Bachelor of Science in Nursing — June 2014 – May 2015
New York University, New York, NY — Master of Fine Arts in Acting — May 1996
Colorado College, Colorado Springs, CO — Bachelor of Arts in Comparative Literature — May 1990

LICENSURE & CERTIFICATION

NPI: 1609237577

Registered Nurse Practitioner in Psychiatry, State of South Carolina	Pending
Registered Nurse Practitioner in Psychiatry, State of New York #F402298-1	Expiration Aug 2020
Registered Professional Nurse, State of New York #701918-1	Expiration June 2020
Registered Professional Nurse, State of New Jersey #26NR18322400	Expiration May 2019
Basic Life Support for Healthcare Providers, American Heart Association	Expiration Aug 2019

PROFESSIONAL EXPERIENCE / Ralph H. Johnson VAMC, Charleston SC (RAJVAMC)

PMHNP Training and Residency Program — Oct. 1, 2017 to Oct. 2, 2018
(clinical leadership/advanced training 1800+hrs at completion) – Supervisors: Dr. Akeya Harrold, Dr. Jan York, Michelle Imlay PMHNP (RHJVAMC) **and Dr. Joy Lauerer** from the Medical University of South Carolina College of Nursing (MUSC CON).

- RHJVAMC Department of Mental Health – Adult Inpatient, Adult Mental Health Outpatient Clinic, Substance Treatment and Recovery (STAR), Primary Care Mental Health Integration (PCMHI), Consult Liaison, and Veterans On Deck
- Provided Psychiatric Diagnosis of Psychiatric Disorders or Mental Health Problems in Adults Utilizing DSM-V Criteria, Management of Clients from Initial Diagnosis in ER, Through Inpatient and Outpatient Care Implementing Various Modalities for Safety, Treatment and Therapeutic Recovery Model.
- Under the Supervision of the Preceptor - Prescribe, Manage and Monitor Psychotropic (psychopharmacological) Medications; Provide Patient Education on Disease State, Disease Progression, Side Effects; Education of Other Medical Health Needs; Possible Drug-drug Interactions, Importance of Healthy Diet, Exercise, and Health Maintenance and Wellness.
- Assess for Suicide, Suicide Trends, Triggers and Interventions Through Collaborative Assessment and Management of Suicide (CAMS) Training to Help Veterans Find Reasons to Live. Received training/certification in Motivational Interviewing, CBT-I, and MAT for OUD
- Develop Team Building, Interdisciplinary Teams, and Care Coordination for Optimal Health in Veterans; and membership in committees (APRNs, Think Tank) for Evidence Based Clinical Improvement.

CLINICAL EXPERIENCE / Columbia University School of Nursing

Mt. Sinai – Adult Outpatient Psychiatry Clinic — Jan. 2017 – Aug. 2017

- Conducted psychiatric evaluations; developed working diagnoses, formulations, and treatment plans; tailored pharmacologic and psychotherapeutic approaches to each patient's unique needs; co-led 24-week DBT group focusing on emotional regulation and distress tolerance skills.

Pediatrics 2000 Washington Heights/Inwood, NYC — Sept. – Dec. 2016

- Co-facilitated family therapy for a single mother with 4 children under the age of 9 coping with loss of child, domestic violence, mental illness and substance use.

SAGE (Services and Advocacy for LGBT Elders) — Jan. 2016 – Aug. 2016

- Provided 41 individual psychotherapy sessions for an adult patient with schizophrenia.

White Plains Hospital, White Plains, NY — Summer 2016

- Nine Week Palliative Care and Pain Management Rotation.

WORK HISTORY

SPOP (Service Program for Older People) Oct. 2015 – Sept. 2016

- **Registered Nurse,** PROS (Personalized Recovery Oriented System): Performed focused physical assessments, PO and IM medication management, administration, and EMR documentation, symptom monitoring, patient education, led two wellness self-management groups.

Columbia University School of Nursing Sept. 2015 - Present

- **Teaching Assistant:**
  - *Addressing Population Needs Health on a Global Scale (2 years)* Led class discussions, graded assignments, helped organize class structure.
  - *Pharmacology (2 years)* Proctored exams, ran study sessions, tutored.
- **Clinical Instructor: Nyack Hospital Psychiatric/Detox Unit** Dec. 2016

COMMUNITY ENGAGEMENT & VOLUNTEERISM

Nyumbani Village Orphanage, Kitui Province, Kenya Aug. 2016
(1000 children and 100 elderly orphaned due to HIV)

- Performed preliminary program assessment with the professional staff to determine the mental health needs of the community, identify gaps in resources, and to recognize sources of strength. Presented poster at IFAP Research Symposium Sept. 2016.

Quality Improvement Intervention, Mt. Sinai Hosp. Palliative Care Unit (NYC, NY) March 2016

- Implemented End-of-Life (EOL) Professional Caregiver Survey (EPCS) for assessing the palliative and EOL care-specific educational needs of multidisciplinary professionals.
- Provided nurse manager with actionable information about her nurses' educational deficits, with the goal to improve staff's comfort levels with EOL discussions, thereby improving patient and family care.

William Randolph Hearst Program in the Prevention of Child Abuse and Neglect Sept. 2015 - Feb. 2016

HONORS AND AWARDS

- Sigma Theta Tau International Honor Society (2015), Distinguished ETP Graduate Award (2015), CUSON Leadership Award (2015), Elise D. Fish '35 Nursing Scholar (2014, 2015), Milbank Foundation Scholarship for Palliative Care Studies (2016)

PROFESSIONAL MEMBERSHIP

American Association of Nurse Practitioners 2015, American Psychiatric Nurses Association 2015, Hospice and Palliative Nurses Association 2016, Neuroscience Education Institute 2015

ADDITIONAL EXPERIENCE

Professional Actor June 1990 – May 2014

- Broadway, Off-Broadway, London's West End, Regional Theater, Television, Movies, Voiceovers and Commercials.
- Taught acting, stage combat and choreography and theater games for over 20 years in high schools, colleges and graduate programs.
- Developed course content and curriculum for private clients and students aged 15-40 years old.

International Martial Arts Center, New York, NY Aug. 2008 – May 2014

- *Black Belt 1st Dan in Tae Kwon Do*, student and instructor

Margaret M. Pritchard, BS, MS

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	MS Community Mental Health Counseling	
1996	Graduated NH Police Standards & Training	
	Part-time Police Officer	
1977-1981	SUNY Brockport	Brockport, NY
BS Social Work		

Interests: Granite State Critical Incident Street Management Vice President & Coordinator
Navigating Recovery of the Lakes Region – Board Member
Community Health Services Network – Board President

Sunshine S. Fisk

EXPERIENCE

Lakes Region Community College **2015-Present**
Laconia, NH
Chief Financial Officer
- Supervisory responsibility for Business Services and Stock Control
- Responsible for annual budget process for over 60 cost centers
- Instituted monthly financial reporting for leadership and quarterly reporting to College Advisory Board
- Presentations to college campus on the financial outlook and strategic financial initiatives
- Chair of Professional Development Committee

Riverbend Community Mental Health, Inc. **2005-2015**
Concord, NH
Controller
- Supervisory responsibility (A/P, General Ledger & Cash)
- Responsible for General Ledger (2013) & Fixed Asset (2008) software conversions
- State of New Hampshire, Concord Hospital and additional external reporting including bank covenants
- Detailed and extensive budgeting for over 17 Cost Centers and $21 million
- Revenue forecast & strategic modeling for Managed Medicaid case rate implementation
- Annual audit coordination for three companies and 990/1065 Tax reporting review
- Internal Instructor for Beginner and Intermediate Excel
- Financial statements & Ad Hoc reporting for Board of Directors and Senior Management

Easter Seals New Hampshire, Inc. **2004-2005**
Manchester, NH
Assistant Controller
- Grant Administration for several New Hampshire grants
- Consolidated Inter/Intra company Financial Statement preparation and analysis
- Tax Reporting, NH Charitable Trust Reports and Insurance Review
- Banking compliance, Debt Covenant Reporting and Banking Relations
- Quarterly and monthly Ad Hoc reporting for Board of Directors and Senior Management
- Responsible for department restructure, staffing, internal controls and supervising NH/VT/ME Accounting

General Growth Properties, Inc. **1998-2004**
Chicago, Illinois
Senior Accountant-Natick Mall, Natick, Massachusetts
- Financial Statement preparation for over $30 million in annual revenues
- Forecasting, input and analysis for R24 budget used for SEC Reporting
- Monthly variance analysis of financial statements and occupancy levels for executive management
- Saved company over $50K annually through recovery analysis on tenant CAM & escrow accounts
- Supervisory responsibility (Cash, A/P, A/R & G/L)
- Weekend Property Management Responsibility
- Internship Coordinator

Accountant I & II-Steeplegate Mall, Concord, New Hampshire
- Maintain the financial documentation of the mall gift certificate program
- Settlement reconciliations for tenant escrow accounts; taxes, utilities and other charges
- Assist in internal audits for Sarbanes-Oxley compliance and review annual tenant audits for billing
- Received a bonus for excellence in collections by decreasing receivables to less than .005

ADDITIONAL EXPERIENCE

Wil-Sun Fisk Properties, LLC **Tilton, New Hampshire** **2009-Present**
Owner

EDUCATION

Master's of Business Administration
Southern New Hampshire University, Manchester, New Hampshire
Master's of Science Accounting
Southern New Hampshire University, Manchester, New Hampshire

COMPUTER SKILLS

Excel, Solomon, Quicken/Quick Books Pro, Management Reports International (MRI), Power Point, JD Edwards, DYNA Budget Software, Depreciation Works, PeopleSoft, CMHC, Quantum and Icentrix

MEMBERSHIPS

Zonta Club of Concord, 2005 Concord Monitor Tilton-Northfield Town Crier Writer, Leadership Greater Concord Graduate & Steering Committee Member, Sanbornton Central School PTO, Tilton-Northfield Little League Treasurer

Curriculum Vitae

Vladimir Jelnov, MD

Phone: Home:
Cell:
Email:

Summary of expertise:
Fifteen years of clinical experience as a psychiatrist (Russia).
Seven years of supervision, training and program coordination experience.
Six years experience in USA (including four year residency program)

EDUCATION

Novosibirsk State Medical Academy, Novosibirsk, Russia	*Medical student*	*09 / 72 - 07 / 78*
Novosibirsk State University, Novosibirsk, Russia	*Psychology student*	*10 / 93 - 02 / 95*

POSTGRADUATE TRAINING

Elmhurst Hospital Center, Mt. Sinai Medical school, NYC	*Internship/ residency, psychiatry*	*07/03 – 07/07*
Central Research Institute for Medical Doctors, S. Petersburg, Russia	*Postdoctoral clinical training*	*09/84 – 12/84*
State Psychiatric Institute, Moscow,	*Postdoctoral clinical training*	*06/83 – 07/83*
State Psychoneurologic Institute, S. Petersburg, Russia	*Postdoctoral dissertation*	*08 / 84 - 05 / 85*

HOSPITAL AND CLINIC APPOINTMENTS

State Psychiatric Hospital, Novosibirsk, Russia	Attending Psychiatrist, short term inpatient	03/80 - 12/82
Novosibirsk City Hospital #2	Attending Psychiatrist; outpatient clinic	12/82-02/84
Regional Psychiatric Emergency Mobil Team, Novosibirsk, Russia	Part time, Attending Psychiatrist	3/82-10/84
Novosibirsk City Psychoneurological Dispensary	Chief of Psychotherapy Division; evaluation & treatment adults with mental problems; clinical & administrative supervision for staff, program development, training &	02/84 – 12/87

	education.	
Novosibirsk Municipal Department of Mental Health	Senior Supervisor for Psychotherapy Division	02/84 – 12/87
Center for Psychological Help Novosibirsk	Clinical Director, evaluation & treatment adults with mental problems; clinical and administrative supervision for staff, program development, training and education.	12/87 – 04/93
Private practice, Novosibirsk, Russia	Psychiatric drug therapy and individual and group psychotherapy for adults	10/90-3/93
State University, Novosibirsk, Russia	Assistant Professor; Mental Health setting: theory and practice	9/90-3/92
New Hope Guild Mental Health Center, NYC	Senior counselor	10/96-3/98
Christ Hospital/International Institute of N.J., counseling center Jersey City, NJ	Clinical Director; clinical and administrative supervision for staff, program development, training and education	3/97- 6/03
Jersey City Medical Center Psychiatric Emergency Room, Jersey City, NJ	Part time, Senior primary therapist	3/01-10/01
Coney Island Hospital, Brooklyn, NY	Attending psychiatrist; psychiatric emergency room	09/07-1/08
Jersey City Medical Center Jersey City, NJ	Attending psychiatrist, inpatient unit	11/07-present

CURRICULUM VITAE

Name: Mark William Wagner, M.D.

Birth Date: January 1, 1963

Home Address: [redacted]

Phone: [redacted]

Office Address: [redacted]

Phone: [redacted]

Fax: [redacted]

Citizenship and/or Visa Information:

Education:

Institution/Location	Years	Degree/Date	Field of Study
Ohio University, Athens, OH	9/81–6/85	B.S. / 6/85	
University of Cincinnati, Cincinnati, OH	9/85–689	M.D. / 6/89	Medicine

Internship:

Medical University of South Carolina, Charleston, SC	7/89–6/90

Residencies or Post Doctoral:

Medical University of South Carolina, Charleston, SC	7/90–6/93	Psychiatry
Medical University of South Carolina, Charleston, SC	7/92–6/94	Child Psychiatry

Specialty/Board Certification:

American Board of Psychiatry and Neurology General Psychiatry	January 1995
American Board of Psychiatry and Neurology Child and Adolescent Psychiatry	December 1998
General Psychiatry Recertified	September 2005
American Board of Psychiatry and Neurology Child and Adolescent Psychiatry Recertified	September 2008

Licensure:

South Carolina License	15073

Military Service:

N/A

Faculty Appointments (Begin with initial appointment):

Years	Rank	Institution	Department
1993–94	Clinical Instructor	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
1994–95	Clinical Assistant Professor	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
1995–Present	Assistant Professor	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
2011-Present	Associate Professor	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences

Administrative Appointments:

Years	Position	Institution	Department
1993–94	Chief, Child and Adolescent Psychiatry Fellowship Program	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
1994–99	Supervisor, Youth Outpatient Residents Clinic	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
1995–Present	Program Director, Youth Inpatient	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
1996–98	Coordinator, Child Fellow Seminar Series	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
1996–2002	Coordinator, Medical Student Youth Psychiatry Rotation	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
2001–02	Psychiatry Compliance Physician Coordinator	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences

Hospital Appointments/Privileges:

Years	Active / Inactive	Institution	Department
1992–94	Admitting Service Physician	Charter Hospital, Charleston, SC	
1992–96	Consulting Physician	Dorchester Mental Health Center, Summerville, SC	
1992–93	Admitting Physician	Patrick B. Harris Hospital, Anderson, SC	
1993-95	Consulting Physician	Berkeley Mental Health Center, Moncks Corner, SC	
1996–Present	Physician	Medical University of South Carolina	Psychiatry

Other Experience:

Years	Position	Institution	Department
1991–92	Small Group Leader, Introduction to Clinical Medicine	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
1991–98	Volunteer Physician, Mobile Crisis Program	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences

Membership in Professional/Scientific Societies (include offices held):

National Societies

1992–Present American Academy of Child and Adolescent Psychiatry

Local Societies

1992–Present South Carolina Academy of Child and Adolescent Psychiatry

Editorial Positions:

2003 Journal Reviewer, *Journal of the American Academy of Child and Adolescent Psychiatry*

Extramural Grants/award amount (current and past):

As Co-Investigator

1999–2001	Co-Investigator: "Sertraline in Children and Adolescents with Major Depressive Disorder."
1998–2000	Co-Investigator: "Response to Stimulant Medication in Traumatized versus Nontraumatized Children with Attention Deficit Disorder."
1998–2001	Co-Investigator: "A Multi-Center, Double-Blind, Placebo-Controlled Trial of Nefazodone in Depressed Adolescents."
1994	Co-Investigator, Poster Presentation: "Co-morbid Substance Abuse in Adolescents with Psychiatric Disorders."

Awards, Honors, Membership in Honorary Societies:

2003 Golden Apple Teaching Award—4th Year Medical Students
2002 Circle of Excellence Teaching Award—4th Year Medical Students
2007 MUSC Physician of the Month
2008 Circle of Excellence Teaching Award—4th Year Medical Students
2008 MUSC Medical Center Service Leader of the Quarter
2008 MUSC Excellence in Action Award
2010 MUSC Physician of the Month

Academic Committee Activities :

University

1992 94	Child Residents Educational Committee, Medical University of South Carolina
1993 94	Residents Educational Committee, Medical University of South Carolina
1993 94	Youth Outpatient Improvement Committee, Medical University of South Carolina

Department

1996–2001	Outpatient Steering Committee
1996–Present	Medical Records Documentation Committee
2000–01	Psychiatry Faculty Advisory Group
2005–Present	Executive Quality Council
2005–08	Leadership Council
2005–08	Research and Outcomes Committee
2005–Present	Peer Review Committee
2005–Present	Outpatient Management
2005–Present	Outpatient Customer Service Committee
2006–2007	Suicide Task Force
2007–Present	Inpatient Patient Satisfaction Committee
2007–Present	Outpatient Patient Satisfaction Committee
2009-2010	Youth Seclusion Reduction Task Force
2010-2012	Promotions Committee
2011-Present	EPIC Superuser Committee
2011-2012	Discharge Process Improvement Team
2011-2012	Admissions Criteria Task Force
2011-Present	Patient Satisfaction Steering Committee
2011-2012	Finance Steering Committee
2011- Present	Space Committee
2011-Present	Mentorship Steering Committee
2011-Present	EPIC Ambulatory Steering Committee
2011-Present	Psychiatry Physician EPIC Superuser

Division

1999–2002	Youth Resident Education Committee
2000–2010	Youth Outpatient Outcomes Committee

Major Teaching Responsibilities (Current):

Psychiatry Residents: Lecture Series, Supervision
Psychiatry Child Fellows: Clinical Supervision

Major Clinical Interests and Responsibilities:

1995–2009 Inpatient Child and Adolescent Attending
- Oversee the treatment of children up to age thirteen years old for crisis stabilization of psychiatric disorders
- Supervision of treatment team including medical students, residents, fellows, social workers, and teachers in the delivery of care to patients and families
- Ongoing development of programs for inpatient treatment of children and adolescents including family/patient education and parenting skills groups

1995–Present Outpatient Child and Adolescent Attending
- Provide medication management, individual therapy, and family therapy in outpatient setting for children, adolescents, and adults
- Provide clinical supervision of psychiatry residents and child and adolescent fellows for children and adolescent outpatient population and medication

management for these patients
- Development of outpatient clinical services including Psychiatric Drop-In Clinic and Disruptive Disorder Specialty Clinic

1996–Present Partial Hospitalization Child and Adolescent Attending
- Oversee the treatment of children from ages six years old to eighteen years old in a day treatment program which provides stabilization of a variety of psychiatric disorders
- Provide psychiatric and medical assessments, medication management, and discharge planning for patient population and provide supervision to the treatment team
- Facilitate expansion of program from census of fifteen to thirty clients at a new site

2000–2011 Clinical Service Chief, Youth Division
2011-Present Director, MUSC Youth Psychiatry Ambulatory Services

Publications:

Peer Reviewed Journal Articles:

Wagner MW. Methylphenidate ER tablet lodging in esophagus. *Journal of American Academy of Child Adolescent Psychiatry* 40(11): 1244-1245, Nov 2001.

Non- Peer Reviewed:

Madan A, Borckardt J, Weinstein B, **Wagner M**, Dominick C, Cooney H. Clinical outcomes assessment in behavioral healthcare: Searching for practical solutions. *Journal for Healthcare Quality* 30(11): 30-37, July/August 2008.

Madan A, Borchardt J, Connell A, Book S, Campbell S, Gwynette M, Wimberly L, **Wagner M**, Weinstein B, McLeod-Bryant S, Cooney H. Routine assessment of patient-reported outcomes in behavioral health: Room for improvement. *Quality Management in Health Care* 19(1) 70-81, January/March 2010.

Chapters in Scholarly Books and Monographs:

Kruesi M, Keller S, **Wagner M**: Neurobiology of aggression. In *Pediatric Psychopharmacology: Principles and Practice*, edited by Martin A, Scahill L, Charney DS. Oxford University Press: New York, 210-223, 2003.

CHRISTOPHER BURNS, MS PMHNP-BC

[redacted]

OBJECTIVE

I am a well-trained and capable Psychiatric-Mental Health Nurse Practitioner seeking a position in a primary care team setting to provide mental health care services, psychotherapy and medication management.

EDUCATION

Columbia University School of Nursing, New York, NY
Master of Science, Psychiatric-Mental Health Nurse Practitioner — Oct., 2017
Subspecialty: Palliative and End-of-Life Care
Bachelor of Science in Nursing — June 2014 – May 2015
New York University, New York, NY — Master of Fine Arts in Acting — May 1996
Colorado College, Colorado Springs, CO — Bachelor of Arts in Comparative Literature — May 1990

LICENSURE & CERTIFICATION

NPI: 1609237577

Registered Nurse Practitioner in Psychiatry, State of South Carolina	Pending
Registered Nurse Practitioner in Psychiatry, State of New York #F402298-1	Expiration Aug 2020
Registered Professional Nurse, State of New York #701918-1	Expiration June 2020
Registered Professional Nurse, State of New Jersey #26NR18322400	Expiration May 2019
Basic Life Support for Healthcare Providers, American Heart Association	Expiration Aug 2019

PROFESSIONAL EXPERIENCE / Ralph H. Johnson VAMC, Charleston SC (RAJVAMC)

PMHNP Training and Residency Program — Oct. 1, 2017 to Oct. 2, 2018
(clinical leadership/advanced training 1800+hrs at completion) – Supervisors: Dr. Akeya Harrold, Dr. Jan York, Michelle Imlay PMHNP (RHJVAMC) **and Dr. Joy Lauerer** from the Medical University of South Carolina College of Nursing (MUSC CON).

- RHJVAMC Department of Mental Health – Adult Inpatient, Adult Mental Health Outpatient Clinic, Substance Treatment and Recovery (STAR), Primary Care Mental Health Integration (PCMHI), Consult Liaison, and Veterans On Deck
- Provided Psychiatric Diagnosis of Psychiatric Disorders or Mental Health Problems in Adults Utilizing DSM-V Criteria, Management of Clients from Initial Diagnosis in ER, Through Inpatient and Outpatient Care Implementing Various Modalities for Safety, Treatment and Therapeutic Recovery Model.
- Under the Supervision of the Preceptor - Prescribe, Manage and Monitor Psychotropic (psychopharmacological) Medications; Provide Patient Education on Disease State, Disease Progression, Side Effects; Education of Other Medical Health Needs; Possible Drug-drug Interactions, Importance of Healthy Diet, Exercise, and Health Maintenance and Wellness.
- Assess for Suicide, Suicide Trends, Triggers and Interventions Through Collaborative Assessment and Management of Suicide (CAMS) Training to Help Veterans Find Reasons to Live. Received training/certification in Motivational Interviewing, CBT-I, and MAT for OUD
- Develop Team Building, Interdisciplinary Teams, and Care Coordination for Optimal Health in Veterans; and membership in committees (APRNs, Think Tank) for Evidence Based Clinical Improvement.

CLINICAL EXPERIENCE / Columbia University School of Nursing

Mt. Sinai – Adult Outpatient Psychiatry Clinic — Jan. 2017 – Aug. 2017

- Conducted psychiatric evaluations; developed working diagnoses, formulations, and treatment plans; tailored pharmacologic and psychotherapeutic approaches to each patient's unique needs; co-led 24-week DBT group focusing on emotional regulation and distress tolerance skills.

Pediatrics 2000 Washington Heights/Inwood, NYC — Sept. – Dec. 2016

- Co-facilitated family therapy for a single mother with 4 children under the age of 9 coping with loss of child, domestic violence, mental illness and substance use.

SAGE (Services and Advocacy for LGBT Elders) — Jan. 2016 – Aug. 2016

- Provided 41 individual psychotherapy sessions for an adult patient with schizophrenia.

White Plains Hospital, White Plains, NY — Summer 2016

- Nine Week Palliative Care and Pain Management Rotation.

WORK HISTORY

SPOP (Service Program for Older People) Oct. 2015 – Sept. 2016

- **Registered Nurse**, PROS (Personalized Recovery Oriented System): Performed focused physical assessments, PO and IM medication management, administration, and EMR documentation, symptom monitoring, patient education, led two wellness self-management groups.

Columbia University School of Nursing Sept. 2015 - Present

- **Teaching Assistant:**
  - *Addressing Population Needs Health on a Global Scale (2 years)* Led class discussions, graded assignments, helped organize class structure.
  - *Pharmacology (2 years)* Proctored exams, ran study sessions, tutored.
- **Clinical Instructor: Nyack Hospital Psychiatric/Detox Unit** Dec. 2016

COMMUNITY ENGAGEMENT & VOLUNTEERISM

Nyumbani Village Orphanage, Kitui Province, Kenya Aug. 2016
(1000 children and 100 elderly orphaned due to HIV)

- Performed preliminary program assessment with the professional staff to determine the mental health needs of the community, identify gaps in resources, and to recognize sources of strength. Presented poster at IFAP Research Symposium Sept. 2016.

Quality Improvement Intervention, Mt. Sinai Hosp. Palliative Care Unit (NYC, NY) March 2016

- Implemented End-of-Life (EOL) Professional Caregiver Survey (EPCS) for assessing the palliative and EOL care-specific educational needs of multidisciplinary professionals.
- Provided nurse manager with actionable information about her nurses' educational deficits, with the goal to improve staff's comfort levels with EOL discussions, thereby improving patient and family care.

William Randolph Hearst Program in the Prevention of Child Abuse and Neglect Sept. 2015 - Feb. 2016

HONORS AND AWARDS

- Sigma Theta Tau International Honor Society (2015), Distinguished ETP Graduate Award (2015), CUSON Leadership Award (2015), Elise D. Fish '35 Nursing Scholar (2014, 2015), Milbank Foundation Scholarship for Palliative Care Studies (2016)

PROFESSIONAL MEMBERSHIP

American Association of Nurse Practitioners 2015, American Psychiatric Nurses Association 2015, Hospice and Palliative Nurses Association 2016, Neuroscience Education Institute 2015

ADDITIONAL EXPERIENCE

Professional Actor June 1990 – May 2014

- Broadway, Off-Broadway, London's West End, Regional Theater, Television, Movies, Voiceovers and Commercials.
- Taught acting, stage combat and choreography and theater games for over 20 years in high schools, colleges and graduate programs.
- Developed course content and curriculum for private clients and students aged 15-40 years old.

International Martial Arts Center, New York, NY Aug. 2008 – May 2014

- *Black Belt 1st Dan in Tae Kwon Do*, student and instructor

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Margaret Pritchard	Chief Executive Officer	$157,000	0	0
Vladmir Jelnov MD	Medical Director	$270,000	0	0
Sunshine Fisk	Chief Financial Officer	$100,000	0	0
Mark Wagner, MD	Staff Psychiatrist	$225,000	0	0
Chris Burns, APRN	Psychiatric Nurse Practitioner	$125,000	0	0

Lori A. Shibinette
Commissioner

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 7, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, and 2020-15, Governor Sununu authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive Sole Source** amendment to an existing contract with Lakes Region Mental Health Center, Inc. (VC# 154480-B001), Laconia, NH, for the continued provision of services to individuals experiencing homelessness who may be awaiting test results or may have contracted COVID-19 based on signs and symptoms of the virus, by exercising a renewal option, by increasing the price limitation by $766,217 from $499,060 to $1,265,277, and by extending the completion date from July 16, 2020, to December 31, 2020, effective retroactive to July 16, 2020, through December 31, 2020. 100% Federal Funds.

The original contract was approved by the Governor on May 11, 2020, and was presented to the Executive Council on June 10, 2020 (Informational Item #K).

Funds are available in the following accounts for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-95-950010-56760000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, OFFICE OF BUSINESS OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	103-502664	Contracts for Op Svc	95010998	$499,060	$0	$499,060
2021	103-502664	Contracts for Op Svc	95010998	$0	$0	$0
			Subtotal	***$499,060***	***$0***	***$499,060***

05-95-90-903010-19010000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	90183518	$0	$766,217	$766,217
			Subtotal	***$0***	***$766,217***	***$766,217***
			Total	**$499,060**	**$766,217**	**$1,265,277**

EXPLANATION

This item is **Retroactive** because the original contract expired on July 16, 2020, and the Department could not have a lapse in available quarantine services for individuals experiencing homelessness. Additionally, more time was necessary to assess the need for services and finalize the scope of the work prior to the vendor agreeing to extend the contract services. This amendment is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source.

The purpose of this amendment is to allow the vendor to continue providing immediate quarantine and isolation services for individuals who are experiencing homelessness and have a COVID-19 diagnosis or are symptomatic and awaiting test results.

The Department cannot determine the number of individuals who will be served from July 17, 2020, through December 31, 2020.

The vendor will conduct an intake of each individual transported to the quarantine facility using the Homeless Management Information System (HMIS). The vendor will also gather additional information for each individual including the individual's community of origin; date of admission; date of anticipated discharge; list and dosages of medications; and the assessment form completed by the Emergency Operations Center (EOC).

The vendor will ensure social distancing and sanitation practices are based on Centers for Disease Control (CDC) recommendations and are practiced by staff, as well as individuals receiving quarantine shelter services. The vendor will monitor activities to maintain social distancing recommendations, ensuring there is no sharing of personal items including, smoking/vaping materials, drinks, food, and other items that may cause increased health and safety risks.

The vendor will work with the State and Case Managers to develop transition plans to return individuals to their home shelters or communities when their individual quarantine periods are completed. The Vendor will clean each vacated room in accordance with CDC guidelines prior to reusing the room for another occupant.

The parties have the option to extend the agreement for up to one (1) additional year, in accordance with Exhibit A Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2,. Paragraph 3.3, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval. The Department is exercising six (6) months of the one (1) year renewal option available.

Area served: Statewide

Source of Funds: CFDA 93.323, FAIN #NU50CK000522

The Department will request General Funds in the event that Federal Funds are no longer available and services are still needed.

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Quarantine Services for Homeless Individuals Contract

This 1st Amendment to the Quarantine Services for Homeless Individuals contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Lakes Region Mental Health Center, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 40 Beacon Street East, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on May 11, 2020 and presented to the Executive Council as an Informational Item on June 10, 2020 (Item #K), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Section 1, Subsection 1.2, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.6 to read:

   05-95-95-950010-56760000-103-502664-95010998

   05-95-90-903010-19010000-102-500731-90183518

2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2020.

3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,265,277.

4. Modify Exhibit A, Revisions to Standard Contract Provisions, by adding Paragraph 1, Subparagraph 1.4, to read:

   1.4 Paragraph 9, Termination, is amended by adding Subparagraph 9.3, as follows:

   9.3 In the event that services in the contract are no longer needed, due to the resolution of the COVID 19 Pandemic, the contract shall be terminated immediately upon written notification of the State to the Contractor.

5. Modify Exhibit B, Scope of Services, Section 1 Statement of Work, Subsection 1.3, Paragraph 1.3.1, to read:

   1.3.1. Symptomatic of COVID-19 and require quarantine while awaiting test results; or

6. Modify Exhibit B, Scope of Services, Section 1 Statement of Work, Subsection 1.3, Paragraph 1.3.2, to read:

   1.3.2. Tested positive for COVID-19; and

7. Modify Exhibit B, Scope of Services, Section 1 Statement of Work, Subsection 1.11, to read:

   1.11. The Contractor shall ensure accommodations are available to each individual as indicated below, unless timeframes are otherwise updated according to CDC and Department

guidance, as provided in writing from the Department. The Contractor shall ensure accommodations are available to individuals:

1.11.1. For a minimum of fourteen (14) days from the last date of possible exposure to COVID-19 for individuals who have tested negative following a close contact exposure to COVID-19. If an individual eventually develops symptoms or tests positive, the Contractor shall ensure accommodations are available for the timeframes indicated in Paragraphs 1.11.2 and 1.11.3, as appropriate.

1.11.2. For a minimum of ten (10) days from date of illness onset for individuals who have symptoms of COVID-19, with or without positive test results, ensuring the individuals remained housed until:

1.11.2.1 Three (3) days have passed without fever; and

1.11.2.2. Symptoms of COVID-19 are subsiding.

1.11.3. For a minimum of ten (10) days from date of specimen collection for individuals testing positive for COVID-19 who do not have symptoms of illness.

8. Modify Exhibit C, Payment Terms, Section 1, to read:

1. The State shall pay the Contractor an amount not to exceed Form P-37, Block 1.8 Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services. This Agreement is funded by:

1.1. 39% funded by General Funds.

1.2. 61% funded by the Epidemiology and Laboratory Capacity (ELC) Grant, as awarded on May 18, 2020, by the United States Department of Health and Human Services, Centers for Disease Control and Prevention. CFDA # 93.323, FAIN # NU50CK000522.

9. Modify Exhibit C, Payment Terms, Section 2, to read:

2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, in accordance with approved budget line items specified in Exhibits C-1, Ancillary Services Budget and Exhibit C-1 Amendment #1, Ancillary Servcies Budget. For the purposes of this Agreement:

2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.

2.2. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.

2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.

10. Modify Exhibit C, Payment Terms, Section 3, to read:

3. The Contractor may invoice the Department in an amount not to exceed $37,327 upon execution of the *original* Agreement by both parties. The Contractor shall ensure:

3.1. The invoice clearly states a request for advance payment for the total advance payment amount.

3.2. The Invoice includes how funds will be utilized toward start up costs, which may include, but is not limited to:

3.2.1. Activities for individuals served.

3.2.2. Furnishings for indivduals served.

3.2.3. Other anciliary necesseties necessary for start-up of operations.

11. Modify Exhibit C, Payment Terms, Section 4, to read:

4. The Contractor shall submit biweekly invoices for:

4.1. Services provided between April 17, 2020 through July 16, 2020 that specify:

4.1.1. A daily rate for staff salaries and benefits of $312.50 per indivdual for a minimum of ten (10) individuals, even when less than ten (10) individuals are served, for a total daily rate of $3,125, not to exceed $281,250 through July 16, 2020.

4.1.2. A daily rate for each additional person served over the ten (10) person minimum, as negotiated between the parties.

4.1.3. Cost reimbursement for actual expenses incurred, in accordance with Exhibit C-1, Ancillary Services Budget.

4.2. Services provided between July 17, 2020 through the contact completion date that specify:

4.2.1. The daily all inclusive rate of $3,125 for up to ten (10) individuals per day, ensuring the actual number of individuals served is identified, not to exceed $525,000 through the contract completion date.

4.2.2. A daily rate of $460 for on-call staff duty for each day that zero (0) individuals are served.

4.2.3. Cost reimbursement for actual expenses incurred, in accordance with Exhibit C-1 Amednment #1 Ancillary Services Budget.

12. Add Exhibit C-2 Ancillary Services Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective retroactively to July 16, 2020 subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, and 2020-14.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/16/20
Date

Name: Christine M Santaniello
Title: Director, DCBCS

The Lakes Region Mental Health Center

7/16/20
Date

Name: Margaret M. Pritchard
Title: Chief Executive Officer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

07/17/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, and 2020-14.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: The Lakes Region Mental Health Center, Inc.

Budget Request for: Quarantine Services for Homeless Individuals - COVID 19

Budget Period: July 17, 2020 through December 31, 2020

Line Item	Total Program Cost		
	Direct	Indirect	Total
1. IT Consultants	$ 2,000.00		$ 2,000.00
2. Pharmacy Supplies	$ 1,500.00		$ 1,500.00
3. Medical Supplies	$ 3,600.00		$ 3,600.00
4. Office Supplies (Coffee Supplies, Bottled Water, Badges; Background Checks, Tissues, Pens, paper, Noise Machine, Laundry Detergent, Lysol Wipes)	$ 2,400.00		$ 2,400.00
5. Travel	$ 6,000.00		$ 6,000.00
6. Occupancy Supplies (Paper and soap products for refill of dispensers)	$ 600.00		$ 600.00
7. Telephone Expenses	$ 1,836.00		$ 1,836.00
8. Postage	$ 60.00		$ 60.00
9. Hulu Subscription ($65/per month for 3 months)	$ 234.00		$ 234.00
10. Audit and Legal			$ -
11. Insurance			$ -
12. Software			$ -
13. Health First Subcontract	$ 30,030.00		$ 30,030.00
14. Parntership for Public Halth Subcontract	$ 61,803.00		$ 61,803.00
15. Great Northern Cleaning	$ 20,500.00		$ 20,500.00
16.Center Street Coffee & Linen	$ 6,500.00		$ 6,500.00
17. Water Streeet Café; 31 Events; Various Food Vendors ($45 per diem per occupant)	$ 78,525.00		$ 78,525.00
18. OnCall Cost for NonOccupancy ($460/day)	$ 38,640.00		$ 38,640.00
19. Clothing & Misc Occupant Needs	$ 1,200.00		$ 1,200.00
20. Snacks & Beverages	$ 2,500.00		$ 2,500.00
21. Indirect Costs as Line Item (10%)		$ 21,929.00	$ 21,929.00
TOTAL	**$ 257,928.00**	**$ 21,929.00**	**$ 279,857.00**

Contractor Initials: MP

Date: 7/16/20

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MAY28'20 PM 2:51 DAS

K mac

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 12, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 4:47, and Section 4 of Executive Order 2020-04 as extended by Executive Order 2020-05 and 2020-08, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive, Sole Source** contract with the Lakes Region Mental Health Center, Inc. (VC# 154480-B001), Laconia, NH in the amount of $499,060 to operate a Quarantining Facility and provide services to individuals experiencing homelessness who may be awaiting test results or may have contracted, COVID-19 based on signs and symptoms of the virus, with the option to renew for up to one (1) additional year, retroactive to April 17, 2020 through July 16, 2020. 100% General Funds.

Funds are available in the following account for State Fiscal Years 2020 and 2021, with the authority to adjust encumbrances between state fiscal years and adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-95-950010-56760000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, OFFICE OF BUSINESS OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	103-502664	Contracts for Op Svc	95010998	$499,060
2021	103-502664	Contracts for Op Svs	95010998	$0
			Total	$499,060

EXPLANATION

This item is **Retroactive** because of the immediate need for housing accommodations and services for individuals experiencing homelessness, who need quarantine services due to COVID-19. This item is **Sole Source** because the Department, in the interest of the public's health and safety, identified vendors with capacity to quickly provide sites for housing individuals in response to the COVID-19 pandemic.

The purpose of this contract is to allow the vendor to provide immediate quarantine services for individuals who are experiencing homelessness and who are awaiting COVID-19 test results.

The population to be served are individuals experiencing homelessness and those who are at risk of homelessness, who may have contracted COVID-19, or who are awaiting test results for COVID-19, and need to be quarantined.

The Department cannot determine the number of individuals who will be served from April 17, 2020 to July 16, 2020.

The vendor will conduct an intake of each individual transported to the quarantine facility using the Homeless Management Information System (HMIS). The vendor will also gather additional information for each individual including the individual's name; community of origin; date of admission; date of anticipated discharge; list and dosages of medications; and the assessment form completed by the Emergency Operations Center (EOC).

The vendor will ensure social distancing and sanitation practices are based on Centers for Disease Control recommendations and are practiced by staff, as well as individuals receiving quarantine shelter services. The vendor will monitor activities to maintain social distancing recommendations, ensuring there is no sharing of personal items including, smoking/vaping materials, drinks, food and other items that may cause increased health and safety risks.

The vendor will work with the State and Case Manager to develop a transition plan to return individuals to their home shelter or community when the quarantine period is completed for each individual. The Vendor will clean each vacated room in accordance with CDC guidelines prior to reusing the room for another occupant.

As referenced in Exhibit A Revisions to Standard Contract Provisions, Section 1. Revisions to Form P-37, General Provisions, Sub-section 1.2, Paragraph 3.3, of the attached contract, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Executive Council approval.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

Subject: Quarantine Services for Homeless Individuals - COVID 19 (SS-2020-OCOM-11-QUARA-01)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Lakes Region Mental Health Center, Inc.		1.4 Contractor Address 40 Beacon Street East Laconia, NH 03246	
1.5 Contractor Phone Number (603) 524-1100 Ext. 134	1.6 Account Number 05-95-95-950010-56760000-103-502664-95010998	1.7 Completion Date July 16, 2020	1.8 Price Limitation $499,060
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Margaret M. Pritchard Date: 5/13/20		1.12 Name and Title of Contractor Signatory Margaret M. Pritchard, CEO	
1.13 State Agency Signature Christine Santaniello Date: 5/13/20		1.14 Name and Title of State Agency Signatory Christine Santaniello Director, DCLTS, DHHS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: J Christopher Marshall On: May 22, 2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials MP
Date 5/13/20

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials MP
Date 3/13/20

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials MP
Date 5/13/20

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials MP
Date 5/13/20

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. **Revisions to Form P-37, General Provisions**

   1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

   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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on April 17, 2020 ("Effective Date").

   1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

   3.3. The parties may extend the Agreement for up to one (1) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

   12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Scope of Services

1. **Statement of Work**

1.1. The services provided under this contract are emergency management activities, as defined by New Hampshire (NH) Revised Statutes (RSA) 21-P:35, Definitions.

1.2. The Contractor shall provide accommodations at the Dube Building located at 1 Right Way Path, Laconia, New Hampshire, for the State of New Hampshire for purposes described in this agreement.

1.3. The Contractor shall provide room accommodations to the State of New Hampshire, as requested, for the purpose of quarantining individuals who are homeless, or at the risk of being homeless, who:

1.3.1. May have contracted COVID-19 based on signs and symptoms of the virus; or

1.3.2. May be awaiting COVID-19 test results; and

1.3.3. Are referred for services by the State of New Hampshire.

1.4. The Contractor shall conduct an intake of each individual transported to the quarantine facility using the HMIS intake field with additional information that includes, but is not limited to:

1.4.1. Name.

1.4.2. Community of origin.

1.4.3. Date of admission.

1.4.4. Date of anticipated discharge.

1.4.5. List and dosages of medications.

1.4.6. The assessment form completed by the Emergency Operations Center (EOC).

1.5. The Contractor shall comply with the requirements that include but are not limited to:

1.5.1. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs, which may include, but are not limited to:

1.5.1.1. Mental health services.

1.5.1.2. Medication stability.

1.5.1.3. Sexual orientation.

1.5.1.4. Vulnerability to illness.

1.5.1.5. Vulnerability to victimization.

1.5.1.6. Vulnerability to physical assault.

1.5.1.7. Racial equality.

1.5.1.8. Marital status.

1.5.2. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law such as for domestic violence. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf.

1.6. The Contractor shall ensure social distancing and sanitation practices are, based on Centers for Disease Control recommendations, practiced by staff as well as individuals receiving quarantine shelter services. The Contractor shall:

1.6.1. Provide opportunities for entertainment that maintain social distancing recommendations.

1.6.2. Ensure personal items, telephones, tablets, and other devices are not shared between individuals.

1.6.3. Monitor outside activities to ensure practice of social distancing.

1.6.4. Monitor outside activities to ensure there is no sharing of items that include, but are not limited to:

1.6.4.1. Smoking and/or vaping materials.

1.6.4.2. Drinks.

1.6.4.3. Food.

1.6.4.4. Other items that may cause increased health and safety risks.

1.7. The Contractor shall provide clean linens and towels on a daily basis. The Contractor shall:

1.7.1. Ensure dirty linens and towels bagged by the room occupants and left outside of the entrance to the occupied room are collected on a daily basis.

1.7.2. Ensure clean linens and towels are distributed to room occupants on a daily basis.

1.7.3. Ensure cleaning products are provided to each occupied room to ensure each occupant has the ability to sanitize the room on a daily basis.

1.8. The Contractor shall collaborate with the State of New Hampshire to ensure needs of the establishment are addressed, which may include but is not limited to:

1.8.1. Ensuring personal protective equipment is utilized by staff.

1.8.2. Ensuring basic needs of each individual are met and, at a minimum, include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in New Hampshire Revised Statutes Annotated (RSA) 126-A:26.

1.8.3. Ensuring individuals have, at a minimum, two (2) changes of clothing, and personal, private space in which to change clothing on a daily basis to reduce cross contamination.

1.8.4. Ensuring access to laundry services with hot water to clean personal clothing

1.8.5. Ensuring individuals are provided an opportunity to do laundry in a manner that does not comingle their laundry with laundry belong to other individuals' laundry.

1.9. The Contractor shall coordinate services with providers. The Contractor shall:

1.9.1. Assist individuals with obtaining medications, as prescribed.

1.9.2. Ensure the safety and security of individuals' specific medications in a manner that enables individuals to access their own medications for specified dosages and times indicated on the medication.

1.9.3. Coordinate existing services with existing providers, as applicable.

1.9.4. Assist individuals with accessing short-term services while in the quarantine shelter, which may include, but is not limited to:

1.9.4.1. Mental health services.

1.9.4.2. Substance use treatment.

1.9.4.3. Medical care.

1.10. The Contractor shall provide essential services to individuals in collaboration with local businesses that include, but are not limited to:

1.10.1. Local restaurants.

1.10.2. Local laundry services.

1.10.3. Local grocery stores.

1.10.4. Other business that are able to assist with necessary and ancillary needs of individuals receiving services.

1.11. The Contractor shall ensure accommodations are available to each individual:

1.11.1. For a minimum of three (3) days in cases where testing for COVID-19 occurs with negative results.

1.11.2. For a minimum of fourteen (14) days in cases where no testing is conducted or in cases where testing for COVID-19 occurs with positive results.

1.11.3. Who is exhibiting mild symptoms of COVID-19 for up to three (3) calendar days after presenting no fever or other symptoms of COVID-19.

1.12. The Contractor shall work with the State and the Case Manager, as applicable, to develop a transition plan to return individuals to their home shelter or community when the quarantine period is completed for each individual.

1.13. The Contractor shall clean each vacated room in accordance with Centers for Disease Control (CDC) guidelines, prior to reusing the room for another occupant by: Assigning staff to clean the vacated room according to established policies and procedures.

1.14. The Contractor shall ensure a minimum of ten (10) rooms are available upon request at the applicable rates identified in Exhibit C, Payment Terms.

2. Transportation

2.1. The Contractor shall provide, arrange and pay for taxi transportation to and from the facility in accordance with current CDC guidelines relative to transportation during the COVID-19 Pandemic.

3. Exhibits Incorporated

3.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

3.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

3.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

4. Facilities Use

4.1. The Contractor agrees to use the State of New Hampshire owned land and

building, located at 1 Right Way Path, Laconia, New Hampshire 03246 (hereinafter "premises") to provide Quarantine Services for a minimum of 10 individuals, as specified in this Exhibit B.

4.2. The Contractor shall have the right to utilize thee onsite parking lot and acknowledges that no reserved parking is provided as part of this Agreement.

4.3. The Contractor confirms the premises has been inspected and the condition of the premises is acceptable.

4.4. The Contractor shall obtain written consent from the State of New Hampshire prior to performing or constructing any additions, alterations or improvements to the premises.

4.5. The Contractor shall ensure all work, repairs, renovations, or replacements approved by the State in Section 3.4 are guaranteed by the vendors completing the work, against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of completion of the work.

4.6. The Contractor shall ensure that if, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the State of New Hampshire is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall promptly upon receipt of notice from the State of New Hampshire, and at the Contractor's own expense:

4.6.1. Place in satisfactory condition in every particular, all guaranteed work and correct all defects therein.

4.6.2. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the State of New Hampshire, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract.

4.6.3. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.

4.7. The Contractor is responsible for all repairs due to wear or negligence on the part of the Contractor, its employees, assignees, or guests.

4.8. The Contractor shall be subject to general supervision by the State of New Hampshire. The Contractor shall be subject to rules and regulations prescribed by the State of New Hampshire including, but not limited to, meeting the requirements of the Department's Health Facilities Administration, City of Laconia, and the State of New Hampshire Public Works Department.

4.9. The Contractor will develop a Maintenance Checklist for when routine repairs or maintenance services are needed and make it available to the State of New Hampshire for review.

4.10. The Contractor shall protect, repair and maintain the premises in good order and condition without costs or expenses to State of New Hampshire.

4.11. The Contractor shall exercise due diligence in protecting the premises against damage or destruction by fire, vandalism, theft or other causes.

4.12. The Contractor shall at all times during the existence of this Agreement, promptly observe and comply with the provisions of all applicable federal, state and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, life safety systems and solid and hazardous waste.

4.13. Should the Contractor discover any violations to applicable federal, state and local laws, rules, regulations or standards, the Contractor shall report the violations immediately to the State of New Hampshire and, at their own expense, be responsible for any costs incurred as a result of the violation of the aforementioned federal, state and local laws, rules and regulations and standards.

4.14. The Contractor agrees that any agency of the State of New Hampshire, its officers, agents, employees, and contractors may enter the premises, at all times (with reasonable notice) for any purpose, including inspection, and the Contractor shall have no claim on account of such entries against the State of New Hampshire or any officer, agent, employee or contractor thereof.

4.15. The State shall not be responsible for damage to property or injuries to persons which may arise from or be attributed, or incident to the exercise of the privileges granted under this Agreement, including the condition or state of repair of the premises and its use and occupation by the Contractor, or from damage to their property, or damage to the property, or injuries to the persons of the Contractor or any officers, employees, servants, agents, contractors, or others who may be at the premises at their invitation or the invitation of any one of them arising from governmental activities at the premises. The Contractor expressly waives all claims against the State of New Hampshire for any loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of the premises or as consequence of the conduct of activities or the performance of responsibilities under this Agreement.

4.16. The Contractor agrees, to indemnify, save, hold harmless and defend the State and the State of New Hampshire, their officers, employees and agents from and against all suits, claims, or actions of any sort resulting from, related to or arising out of any activities conducted under this Facilities Use Agreement section and any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal or any other action by the Contractor giving rise to liability to the State or the State of New Hampshire,

civil or criminal, or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of this Agreement and is not intended to waive the State's sovereign immunity, which is hereby reserved by the State.

4.17. The Facilities Use section of this Agreement is effective only insofar as the rights of the Contractor in the premises involved are concerned, and the Contractor shall obtain such permission as may be necessary on account of any other existing rights.

4.18. The terms of the Facilities Use section of this Agreement shall not be transferred or assigned. The Contractor agrees that on the Completion Date of this Agreement, it shall vacate the premises and shall, remove all personal property and restore the premises to a condition satisfactory to the State, with damages beyond the control of the Contractor and due to ordinary wear and tear excepted. If the Contractor neglects to remove their personal property and to so restore the premises, then at the option of the State, such property shall either become property of the State without compensation therefore, or the State may cause property to be removed and the premises to be so restored at the expense of the Contractor, and no claim for damage against the State or its officers, employees or agents shall be created by or made on account of such removal and restoration work.

4.19. The Contractor and the State agree that no notices, orders, directions, determinations, requirement consents, and/or approvals under this Agreement shall be of any effect unless it is in writing. All notices to be given pursuant to this Agreement shall be addressed to the State:

State of New Hampshire
Department of Health and Human Services
Attn: Director of Facilities Management
129 Pleasant Street
Concord, NH, 03301

4.20. The Contractor agrees that routine building maintenance is defined as normal wear and tear of the building structure, envelope, systems, hardware, and fixed assets (not including kitchen appliances). Routine building maintenance does not include damage resulting in abuse or neglect by the Contractor or its agents, consumers, and visitors.

EXHIBIT C

Payment Terms

1. The State shall pay the Contractor an amount not to exceed Form P-37, Block 1.8 Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, in accordance with approved budget line items specified in Exhibits C-1, Budget.
3. The Contractor may invoice the Department in an amount not to exceed $37,327 upon execution of the Agreement by both parties. The Contractor shall ensure:
   - 3.1. The invoice clearly states a request for advance payment for the total advance payment amount.
   - 3.2. The invoice includes how funds will be utilized toward start up costs, which may include, but is not limited to:
     - 3.2.1. Activities for individuals served.
     - 3.2.2. Furnishings for indivduals served.
     - 3.2.3. Other anciliary necesseties necessary for start-up of operations.
4. The Contractor shall submit biweekly invoices that specify:
   - 4.1. A daily rate for staff salaries and benefits of $312.50 per indivdual for a minimum of ten (10) individuals, even when less than ten (10) individuals are served, for a total daily rate of $3,125, not to exceed $281,250 through the contract completion date.
   - 4.2. A daily rate for each additional person served over the ten (10) person minimum, as negotiated between the parties.
   - 4.3. Cost reimbursement for acutal expendutres incurred, in accordance with Exhibit C-1, Ancillary Services Budget.
5. In lieu of hard copies, all Department-provided invoices may be assigned an electronic signature and emailed to Beth.Kelly@dhhs.nh.gov .
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
13. Audits
    - 13.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
        - 13.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
        - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.
        - 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
    - 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F

of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

13.4. 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.

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: The Lakes Region Mental Health Center, Inc.

Budget Request for: Quarantine Services for Homeless Individuals - COVID 19

Budget Period: April 17, 2020 through July 16, 2020

Line Item	Total Program Cost		
	Direct	Indirect	Total
1. IT Consultants	$ 2,000.00		$ 2,000.00
2. Pharmacy Supplies	$ 1,500.00		$ 1,500.00
3. Medical Supplies	$ 3,400.00		$ 3,400.00
4. Office Supplies (Coffee Supplies, Bottled Water, Badges; Background Checks, Tissues, Pens, paper, Noise Machine, Laundry Detergent, Lysol Wipes)	$ 1,975.00		$ 1,975.00
5. Travel	$ 312.00		$ 312.00
6. Occupancy Supplies (Paper and soap products for refill of dispensers)	$ 600.00		$ 600.00
7. Telephone Expenses	$ 1,980.00		$ 1,980.00
8. Postage	$ 50.00		$ 50.00
9. Hulu Subscription ($65/per month for 3 months)	$ 195.00		$ 195.00
10. Audit and Legal	$ 1,500.00		$ 1,500.00
11. Insurance	$ 1,750.00		$ 1,750.00
12. Software	$ 100.00		$ 100.00
13. Health First Subcontract	$ 30,030.00		$ 30,030.00
14. Partnership for Public Halth Subcontract	$ 61,803.00		$ 61,803.00
15. Great Northern Cleaning	$ 10,250.00		$ 10,250.00
16.Center Street Coffee & Linen	$ 3,250.00		$ 3,250.00
17. Water Streeet Café; 31 Events; Various Food Vendors ($45 per diem per occupant)	$ 40,500.00		$ 40,500.00
18. Toiletries for Occupants	$ 360.00		$ 360.00
19. Clothing & Misc Occupant Needs	$ 1,520.00		$ 1,520.00
20. Snacks & Beverages	$ 1,000.00		$ 1,000.00
21. Indirect Costs as Line Item (10%)		$ 16,408.00	$ 16,408.00
TOTAL	$ 164,075.00	$ 16,408.00	$ 180,483.00

Contractor Initials: MP
Date: 5/13/20

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including, termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:

5/13/2020
Date

Margaret M Hitchard
Name: Margaret M Hitchard
Title: CEO

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name:

5/13/2020
Date

Margaret M. Pritchard
Name: Margaret M. Pritchard
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials MP
Date 5/13/20

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

5/13/2020
Date

Margaret M. Pritchard
Name: Margaret M. Pritchard
Title: CEO

Vendor Initials MP
Date 5/13/20

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor 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:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

5/13/2020
Date

Margaret M. Pritchard
Name: Margaret M. Pritchard
Title: CEO

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 Vendor 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 Vendor 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.

Vendor Name:

5/13/2020
Date

Margaret M Pritchard
Name: Margaret M Pritchard
Title: CEO

Vendor Initials MP
Date 5/13/20

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 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.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

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, TitleXIII, 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 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 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 160.103, 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 164.103.

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, unreadable, 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) **Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall 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 HIPAA Privacy, Security, and Breach Notification Rules 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. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. 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.

e. 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 (l). 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 Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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 Paragraph 10 of the standard terms and conditions (P-37) 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, 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.

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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Lakes Region Mental Health Center, Inc
The State	Name of the Contractor
Christine Santaniello	Margaret M. Pritchard
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Margaret M. Pritchard
Name of Authorized Representative	Name of Authorized Representative
Director, DHHS	CEO
Title of Authorized Representative	Title of Authorized Representative
5/13/20	6/13/2020
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/13/2020
Date

Margaret M Pritchard
Name: Margaret M Pritchard
Title: CEO

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: 101410652

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?

   X 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: Margaret M Pritchard Amount: 157,000
   Name: Vladimir Jelnov MD Amount: 270,000
   Name: Sunshine Fisk Amount: 100,000
   Name: Mark Wagner MD Amount: 225,000
   Name: Chris Burns APRN Amount: 125,000

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access; use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information..

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

September 11, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, and 2020-17, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive, Sole Source** contract with NorDX (VC# TBD), Scarborough, ME, in the amount of $5,000,000 for COVID-19 surveillance testing at assisted living and other facilities, with the option to renew for up to one (1) additional year, effective retroactive to August 25, 2020, through December 31, 2020. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-90-903010-19010000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19, 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	90183518	$5,000,000
			Total	**$5,000,000**

EXPLANATION

This item is **Retroactive** because the Department needed to immediately start COVID-19 surveillance testing at assisted living facilities to ensure the safety of residents and staff. Further, additional time was needed to negotiate and finalize the scope of the work prior to the Contractor accepting the terms of the contract. This item is **Sole Source** because the Department, in the interest of the public's health and safety, identified the Contractor as having the capacity to quickly provide COVID-19 testing services in response to the COVID-19 pandemic.

The Contractor will conduct COVID-19 pre-testing, testing, and post-testing functions in assisted living facilities and other facilities as requested by the Department. The Contractor will provide test collection supplies to facilities performing COVID-19 tests, obtain all requisitions from facilities and individuals for testing, and ensure delivery of COVID-19 specimens to its laboratory. The Contractor will communicate all results to the ordering provider, as well as positive results by

telephone to the facility and individual within seventy-two (72) hours of testing. The Contractor will complete the pre-testing, testing, and post-testing functions on testing cycles, which includes: 1) baseline testing (cycle 1) of approximately 2,500 facility residents and staff, representing 100% of the residents and staff at the designated assisted living facilities or other entities, and 2) surveillance testing (cycles 2-4), which includes approximately 1,250 facility residents and staff, representing approximately 10% of the residents and 100% of the staff at the designated assisted living facilities or other entities. Each cycle of testing for facility residents and staff will be conducted approximately every ten (10) days.

The exact number of New Hampshire residents served from August 31, 2020, to December 31, 2020, will depend on the trajectory of the COVID-19 pandemic.

The Department will monitor contracted services to ensure the following:

- Test results are provided to individuals, facilities, and the Department within seventy-two (72) hours of testing or sooner when applicable.
- Each cycle of testing is conducted approximately every ten (10) days, with a lower limit of seven (7) days and an upper limit of twelve (12) days.
- Weekly report includes all information on the testing completed.

As referenced in Exhibit A of the attached contract, the parties have the option to extend the agreement for up one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and appropriate State approval.

Area served: Statewide

Source of Funds: CFDA #93.323, FAIN #NU50CK000522

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

Subject: COVID-19 Testing for Assisted Living and Other Facilities (SS-2021-DPHS-05-TESTI)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name NorDx		1.4 Contractor Address 301A US Route 1 Scarborough, ME 04074	
1.5 Contractor Phone Number (207) 396-7830	1.6 Account Number 05-95-90-903010-19010000	1.7 Completion Date December 31, 2020	1.8 Price Limitation $5,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Jon Schofield Date: 8.24.2020		1.12 Name and Title of Contractor Signatory NorDx, President	
1.13 State Agency Signature Lori Shibinette Date: 8/25/2020		1.14 Name and Title of State Agency Signatory Lori Shibinette Commissioner DHHS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Catherine Pinos On: 09/14/20			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials JS
Date 8.24.2020

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials SB
Date 8.24.2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials SB

Date 8·24·2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials SS
Date 8.24.2020

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, subject to the approval of the Governor of the State of New Hampshire issued under the Executive Order 2020-04 as may be extended by further Executive Orders, this Agreement and all obligations of the parties hereunder shall become effective upon execution by both parties ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding Subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and required governmental approval.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding Subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. For the purposes of this agreement, all references to days shall mean calendar days.

1.2. The Contractor shall complete COVID-19 surveillance testing, at the direction of the Department, for the following:

1.2.1. Assisted living facility;

1.2.2. Long term care facilities; and

1.2.3. Other facilities or entities, as approved by the Department.

1.3. The Contractor shall identify any communication access needs to ensure needed language assistance is provided, which may include, but is not limited to:

1.3.1. Providing over-the-phone interpretation of spoken languages.

1.3.2. Referring individuals as needed to the Department for video remote interpretation to access American Sign Language.

1.4. The Contractor shall ensure communication and language assistance is provided to individuals, as appropriate and needed, to ensure the validity of any signed consent by utilizing translated consent forms and/or interpreters.

1.5. The Contractor shall ensure all NorDX personnel collecting, handling, processing and transporting specimens are trained to safeguard the confidentiality of the patient and protected health information (PHI), as defined in the Health Information Portability and Accountability Act (HIPAA).

1.6. The Contractor shall provide to the Department the following for entry of test orders into the Contractor's laboratory information system (NorDx Now):

1.6.1. Label printers (4), and labels
1.6.2. Software for label printers
1.6.3. Training

1.7. The Contractor shall conduct COVID-19 pre-testing, testing, and post-testing functions, as approved by the Department, the Contractor shall:

1.7.1. Provide test collection supplies to the facilities or entities specified by the Department, in quantities specified by the Department, by courier or overnight delivery service, which supplies shall include:

1.7.1.1. Anterior nares swabs;

1.7.1.2. Transport tubes;

1.7.1.3. Return mail packaging or specimen courier services; and

1.7.1.4. Instructions for collection of specimens to each assisted living or other facility or entity specified by the Division of Public Health Services.

1.7.2. Receive all specimens and cancel orders without specimens.

1.7.3. Perform the RT-PCR diagnostic Sars CoV-2 test.

1.7.4. Utilize a certified clinical laboratory that is approved by the Department for testing and that is able to implement the Department's Electronic Lab Reporting (ELR) system, once the ELR system is fully operational, as defined in Paragraph 5.2.3.1 below. The Contractor shall ensure:

1.7.4.1. All results (positive) are faxed to the Division of Public Health Services at 603-271-0545.

1.7.4.2. Once the ELR is fully operational, all results are reported electronically.

1.7.4.3. Positive results are faxed to the Division of Public Health Services at 603-271-0545 within the same day the test results are available.

1.7.4.4. All results are communicated by fax or electronically to the ordering medical provider and any other individual or entity designated to receive the test results within seventy-two (72) hours from testing.

1.7.4.5. If the Contractor experiences a delay in communicating results, the Contractor notifies the Department immediately after it becomes aware of the delay.

1.8. The Contractor shall ensure the ordering provider for each COVID-19 test is a licensed medical provider.

1.9. The Contractor agrees to provide the pre-testing, testing and post-testing functions set forth above for the following testing cycles and estimated test volumes to:

1.9.1. Surveillance Testing (4 Cycles): Approximately 5,000 facility residents and staff, representing approximately 10% of the residents and 100% of the staff at the designated assisted living or other facilities or entities.

1.9.2. Perform up to 500 tests per day, seven (7) days per week. The number of test per day may increase if agreed upon by both parties.

1.10. Each cycle of testing for facility residents and staff shall be conducted approximately every ten (10) days, with a lower limit of seven (7) days and an upper limit of twelve (12) days.

1.10.1. The Division of Public Health Services and the Contractor may agree to a different testing interval without re-execution or amendment of this Agreement.

1.11. The Contractor shall provide a single point of contact and designated back up contact for all communications and directives to and from the Department, and shall notify the Department within twenty-four (24) hours if such point of contact must be changed.

2. Billing

2.1. For facility staff testing during the first four (4) cycles following the Effective Date of this Agreement, the Contractor shall bill the Department in the amount up to $100.00 per test. If testing continues after expiration of the forty-eight (48) day period for the first four (4) cycles, the Department shall provide updated instructions for billing for facility staff.

2.2. For facility patients at all times following the Effective Date of this Agreement, the Contractor must make all reasonable efforts to identify and bill directly any available health insurance coverage. If a patient is receiving care under Medicare Part A Skilled Nursing benefit or has Medicaid-only, the Contractor shall bill the facility directly.

2.2.1. If the Contractor is unable to obtain full payment from the individual's health insurer or other payer if applicable, the Contractor shall submit a claim for payment to the Department which shall include the following information:

2.2.1.1. The individual's identification number;

2.2.1.2. Facility or individual's address;

2.2.1.3. Insurance status;

2.2.1.4. Reason for claim; and

2.2.1.5. Amount of claim, up to $100.00 per test.

3. Quality Improvement

3.1. The Contractor shall copy the Division of Public Health Services COVID Coordinating Office (CCO) on all e-mail communications between it and any facility or entity. The CCO shall also be informed, in at least a summary form, of all verbal communications, excluding routine information needed to perform testing.

3.2. The Contractor shall immediately notify the CCO of test system failures, corrected reports, delays in reporting test results or any other out-of-the-ordinary issues related to testing performed pursuant to this Agreement, such as incidents of cross-contamination.

3.3. Subject matter experts and quality assurance representatives from the Contractor shall participate in weekly calls with subject matter experts from the Division of Public Health Services to provide updates and discuss technical issues.

3.4. The Contractor shall provide the name and contact information for its CLIA laboratory director to the CCO.

3.5. The Contractor shall retest low positive (recurrence of CT value from 37-40), and inconclusive sample, and provide initial and repeat test results with cycle threshold values to the CCO.

3.6. The Contractor shall share the corrective action process for any incidents of cross-contamination involving samples from New Hampshire facilities or entities.

3.7. The Contractor shall provide courier services to pick up specimens at each of the assisted living or other designated facilities or entities or provide boxes and packaging for the return mailing of specimens that is effective in preventing incidents of specimen vial breakage.

4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

4.2. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Confidentiality

5.1. Any and all confidential information obtained or received by the Contractor shall be kept confidential and shall not be disclosed to anyone for any reason, unless required by law. "Confidential Information" means all information owned, managed, created, or received from the Individuals, the Department, any other agency of the State, or any medical provider, that is protected by Federal or State information security, privacy or confidentiality laws or rules. Confidential Information includes, but is not limited to, Derivative Data, protected health information (PHI), personally identifiable information (PII), federal tax information (FTI), Social Security Administration information (SSA) and criminal

justice information services (CJIS) and any other sensitive confidential information provided under the Agreement. This covenant shall survive the termination of the Agreement.

5.2. The Contractor's Use and Responsibilities for Confidential Information are as follows.

5.2.1. The Contractor agrees to use, disclose, maintain, or transmit Confidential Data from Providers as required, specifically authorized, or permitted under the Contract or this Agreement. Further, the Contractor, including but not limited to all its directors, officers, employees, and agents, agrees not to use, disclose, maintain, or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rules. The Contractor shall provide Confidential Information as required by the Contract, RSA 141-C:7, RSA 141-C:9, RSA 141-C:10 and in a form required by Administrative Rule He-P 301.03 and the "New Hampshire Local Implementation Guide for Electronic Laboratory Reporting using HL7 2.5.1," Version 4.0 (5/23/2016), found at https://www.dhhs.nh.gov/dphs/bphsi/documents/elrguide.pdf.

5.2.2. The Contractor shall transmit the Confidential Information to the Division of Public Health Services by means of a secure file transport protocol (sFTP) provided by the Department and agreed to by the parties and approved by the Department's Information Security Officer.

5.2.2.1. Any individual seeking credentials to access the sFTP site shall sign and return to the Department a "Data Use and Confidentiality Agreement" (Attachment A) when requesting sFTP account.

5.2.3. The Contractor shall transmit the Confidential Information to the Division of Public Health Services as required by statute, and as stated in the Contract "Statement of Work" sections 1.3.4.1 and 1.3.4.2, namely:

5.2.3.1. All test results, including but not limited to positive and negative results, shall be reported through the ELR, as outlined in New Hampshire Local Implementation Guide for ELR Using HL 7.2.5.1, Version 4.0, 5/23/2016 found at https://www.dhhs.nh.gov/dphs/bphsi/documents /elrguide.pdf.

5.2.3.2. Test results shall be provided within 24 hours of the test being completed through the methods set forth in this Exhibit B.

5.3. As necessary, the Contractor agrees to comply with any request to correct or complete the data once transmitted to the Division of Public Health Services.

5.4. The Contractor agrees that the data submitted shall be the "minimum necessary" to carry out the stated use of the data, as defined in the HIPAA Privacy Rule and in accordance with all applicable confidentiality laws.

5.5. The parties agree that this Agreement shall be construed in accordance the terms of Contract and governed by the laws of the State of New Hampshire.

5.6. The Contractor and the Department agree to negotiate an amendment to this Agreement as needed to address a Contract amendment, or any changes in policy issues, fiscal issues, information security, and other specific safeguards required for maintaining confidentiality of the data.

6. Reporting Requirements

6.1. The Contractor shall submit weekly reports to ensure all testing completed is traced , which include, but are not limited to:

6.1.1. Each facility residents and staff from whom a specimen was obtained, including their full name.

6.1.2. The name and address of the testing site.

6.1.3. Name of operating or contracting agency associated with the site, as applicable.

6.1.4. Result of COVID-19 testing on these specimens, if available.

6.1.5. Information on when specimens were collected.

6.1.6. Information on when results were communicated to the appropriate individual (ordering medical provider/facility).

6.2. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

6.3. All reports required under this Section 5 shall be sent via secure email to Covidtesting@dhhs.nh.gov.

7. Performance Measures

7.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy to ensure successful outcomes.

7.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

8. Additional Terms

8.1. Impacts Resulting from Court Orders or Legislative Changes

8.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

8.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

8.2.1. The Contractor shall submit within ten (10) days of the contract effective date, and comply with, a detailed description of the communication access and language assistance services they will provide to ensure meaningful access to their programs and/or services to persons with limited English proficiency, people who are deaf or have hearing loss, are blind or have low vision, or who have speech challenges.

8.3. Credits and Copyright Ownership

8.3.1. 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, "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."

8.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

8.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to: brochures, resource directories, protocols or guidelines, posters and reports.

8.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

8.4. Operation of Facilities: Compliance with Laws and Regulations

8.4.1. 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.

9. Records

9.1. The Contractor shall keep records that include, but are not limited to:

9.1.1. Books, records, documents and other electronic or physical 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.

9.1.2. All records must 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.

9.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

9.1.4. Medical records on each patient/recipient of services.

9.2. 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. 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.

EXHIBIT C

Payment Terms

1. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

2. Payment for services billed to the State of New Hampshire in accordance with Paragraph 2 of Exhibit B, Scope of Services, shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, as specified below:

Rate Per Test	$100

3. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for the number of tests performed in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
Division of Public Health Services
Attn: Public Health Laboratories
29 Hazen Drive
Concord, NH 03301

5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

EXHIBIT C

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any federal or state law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1 The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

11.1.1 Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2 Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

11.1.3 Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2 If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.3 If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4 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.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace.. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by Section 1.1.
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Contractor Initials SB
Date 8·24·2020

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: NORDX

8·24·2020
Date

Stan Schofield
Name: STAN SCHOFIELD
Title: PRESIDENT

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: NorDX

8·24·2020
Date

Stan Schofield
Name: STAN SCHOFIELD
Title: PRESIDENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

8-24-2020
Date

Stan Schofield
Name: STAN SCHOFIELD
Title: PRESIDENT

Vendor Initials SS
Date 8-24-20

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor 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:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: NorDX

8·24·2020
Date

Stan Schofield
Name: STAN SCHOFIELD
Title: PRESIDENT

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 Vendor 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 Vendor 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.

Vendor Name: NORDX

8·24·2020
Date

Name: STAN SCHOFIELD
Title: PRESIDENT

Vendor Initials SS
Date 8·24·2020

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

Contractor Initials SB
Date 8.24.2020

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: NORTX

8·24·2020
Date

Stan Schofield
Name: STAN SCHOFIELD
Title: PRESIDENT

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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-

hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation,

transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. To the extent such breach is caused by the actions or omissions of Contractor, the State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach..

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;

3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of Maine

Department of the Secretary of State

I, the Secretary of State of Maine, certify *that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the reports of organization, amendment and dissolution of corporations and annual reports filed by the same.*

I further certify *that NORDX, formerly MMC HOSPITAL LABORATORIES, INC. is a duly organized nonprofit corporation without capital stock under the laws of the State of Maine and that the date of incorporation is October 16, 1996.*

I further certify *that said nonprofit corporation has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the charter and that according to the records in the Department of the Secretary of State, said nonprofit corporation is a legally existing nonprofit corporation in good standing under the laws of the State of Maine at the present time.*

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this twenty-seventh day of July 2020.

Matthew Dunlap
Secretary of State

CERTIFICATE OF AUTHORITY

I, Beth Kelsch, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Assistant Secretary of MaineHealth Services, the Sole Corporate Member of NORDX.
(Corporation/LLC Name)

2. The following is a true copy of Article VIII, Section 1, of the NorDx Bylaws, as approved at a vote taken at a meeting of the MaineHealth Services Board of Directors/shareholders, duly called and held on February 2, 2017, at which a quorum of the Directors/shareholders were present and voting.
(Date)

Execution of Papers. All deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the Corporation shall be signed by the President/CEO, the Chief Operating Officer, the Treasurer or the Chief Financial Officer except that the Board may by resolution restrict such power or authorize others to execute such documents.

3. I further certify that W. Stanley Schofield was elected as the President/CEO of NorDx at a vote taken at a meeting of the MaineHealth Services Board of Directors, duly called and held on October 23, 2019, at which a quorum of the Directors/shareholders were present and voting.

4. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 8.11.2020

Signature of Elected Officer
Name: Beth Kelsch
Title: Assistant Secretary, MHS

Client#: 1000594 MAINE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/03/2020

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
75 John Roberts Road, Building C
South Portland, ME 04106
855 874-0123

CONTACT NAME:
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 877-775-0110
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Ins. Co	36161
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MaineHealth Services
22 Bramhall Street
Portland, ME 04102-3175

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB5K2905132043G	03/01/2020	03/01/2021	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NorDx is included as an Additional Named Insured

CERTIFICATE HOLDER

Proof of Insurance

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

Todd

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/25/2019

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

Medical Mutual Insurance Company of Maine
One City Center PO Box 15275
Portland, ME 04112

CONTACT NAME:
PHONE (A/C, No, Ext): 2077752791 FAX (A/C, No): 2075238320
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Medical Mutual Ins Co of Maine	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Maine Healthcare d/b/a MaineHealth Services
110 Free Street
Portland ME 04101

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.

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ME CHL 004693	10/01/2019	10/01/2020	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 12,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 12,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			ME CHL 004693	10/01/2019	10/01/2020	$2,000,000/$12,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

It is hereby understood and agreed that NorDx is an additional insured under the above described policy.

CERTIFICATE HOLDER

NorDx
301A US Route 1
Scarborough, ME 04074

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

Frank W Laure

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

September 11, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, and 2020-17, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive, Sole Source** amendment to an existing agreement with National Foundation for the Centers for Disease Control and Prevention, Inc., Atlanta, GA, to continue to provide temporary employees to support the COVID-19 response in New Hampshire, at no cost to the State, by extending the completion date from July 31, 2020, to March 31, 2021, effective retroactive to July 31, 2020.

The original Memorandum of Agreement was approved by the Governor on June 15, 2020, and subsequently presented to the Governor and Executive Council as an Informational Item on July 15, 2020 (Item #K).

EXPLANATION

This item is **Retroactive** because the Centers for Disease Control required approval to carry over funding for the Memorandum of Agreement, which they did not receive in time to process the amendment prior to the completion date. This item is **Sole Source** because the National Foundation for the Centers for Disease Control and Prevention, Inc. (CDC Foundation) is currently the only organization willing to provide specialized COVID-19 response services at no cost to the Department.

The purpose of this amendment is to continue to allow six (6) CDC Foundation employees to assist the State with the COVID-19 response at no cost to the State. The employees are providing public health investigation and monitoring activities and are involved in the collection, analysis, interpretation, and dissemination of COVID-19 related health data. Further, the employees are involved with implementing and maintaining information technology projects and associated tasks to support the COVID-19 response.

As referenced in Section 3 Terms and Conditions of the original Memorandum of Agreement, the parties have the option to extend the agreement through March 31, 2021, contingent upon satisfactory delivery of services, available funding, agreement of the parties and required governmental approval. The Department is exercising its option to renew services until March 31, 2021.

Area served: Statewide

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

CDC Foundation
Together our impact is greater

AMENDMENT TO THE MEMORANDUM OF AGREEMENT

FIRST AMENDMENT

This FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT (the "Amendment") is entered into on **July 31, 2020** ("Effective Date") by and between the New Hampshire Department of Health and Human Services, Division of Public Health Services ("Department") and National Foundation for the Centers for Disease Control and Prevention, Inc. ("CDC Foundation").

RECITALS

WHEREAS, Department and the CDC Foundation entered into that certain Memorandum of Agreement effective **June 25, 2020** ("Agreement").

WHEREAS, Department and the CDC Foundation now desire to amend the terms of the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CDC Foundation and Department hereby agree to the following terms, conditions, standards, and provisions of the contract as follows:

AGREEMENT

1. Section "3.1", Effective Dates is hereby amended by deleting July 31, 2020 and inserting the following in lieu thereof: **March 31, 2021.**

2. Except as provided in the Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meaning ascribed to such terms in the Agreement.

3. All other terms and conditions that are not hereby amended remain in full force and effect. In the event of any conflict or inconsistency between the provision of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

In Witness Whereof, the Parties' duly authorized representatives have hereunto signed this Amendment on the dates indicated.

Department

Ann Landry, Associate Commissioner
NH Department of Health and Human Services

8/3/2020
Date

CDC Foundation

DocuSigned by:
Monique S. Patrick
Monique S. Patrick
COO

8/5/2020 | 9:48:37 AM EDT
Date

CDC Foundation
Together our impact is greater

The preceding Memorandum of Agreement, having been reviewed by this office, is approved as to form, substance, and execution.

NH Office of the Attorney General

Catherine Pinos
Name:
Title:

08/24/20
Date

Resolution # 7 2016

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NATIONAL FOUNDATION FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION, INC.

This resolution allows the CDC Foundation Chief Operating Officer to sign certain documents. This resolution will assist the CDC Foundation in continuing the day to day operation of the business when the President and CEO is unavailable to sign contracts or other legal documents requiring an authorized signature of the Corporation.

This resolution empowers the Chief Operating Officer to sign any subcontract and fellowship agreement (even for total projects larger than $500,000) if the total for the subcontract or fellowship agreement is less than $500,000.

This resolution empowers the Chief Operating Officer to sign contracts where, either the President or Chair of the Board has also signed on behalf of the corporation, the Chief Operating Officer would be allowed to sign as an Officer of the Corporation in the following circumstances requiring signatures during the President's absence:

1. When the President has already signed a document and a second Officer's signature is required.

2. When the President will be away from the office and pre-approves the Chief Operating Officer's signature of a specific document(s) in her stead.

3. When the President is away from the office and, after review of a document, via telephone, fax or email approves the Chief Operating Officer's signature of a specific document(s) in her stead.

4. When the President is away from the office, is unreachable, and both the VP who would normally recommend signature to the President and the Chief Operating Officer agree that the document must, of necessity, be signed prior to the President's return and a member of the CDC Foundation Board Executive Committee approves the signature.

WHEREAS, the Board of Directors of the National Foundation for the Centers for Disease Control and Prevention, Inc. has determined that the best interest of the Foundation will be advanced by the adoption of the following resolution:

RESOLVED, that Monique Patrick with the title of Chief Operating Officer is hereby appointed as an authorized signer of the Corporation with authority to execute on behalf of the corporation all documents and any contracts where, either the President or Chair of the Board has also signed on behalf of the corporation, and such other documents and instruments as the President may authorize pursuant to policies reviewed by the Board.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereto affixed the corporate seal of the above named corporation this

September 21, 2016
Date

David L. Patel
Secretary

*A fully executed and signed copy of the adopted resolution will become part of the foundation corporate record files.

CDCFOU

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/14/2020

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 have ADDITIONAL INSURED provisions or 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
Commercial Lines - (404) 923-3700
USI Insurance Services LLC
3475 Piedmont Rd Ste 800
Atlanta, GA 30305

CONTACT NAME:
PHONE (A/C, No, Ext): 404-923-3700 FAX (A/C, No):
E-MAIL ADDRESS:

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	Travelers Property Casualty Co of America	25674
INSURER B:	Travelers Indemnity Co. of Connecticut	25682
INSURER C:	Phoenix Insurance Company	25623
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
CDC Foundation
600 Peachtree Street, NE
9th and 10th Floors
Atlanta GA 30308

COVERAGES CERTIFICATE NUMBER: 15097135 REVISION NUMBER: See below

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6306J67463A	07/01/2020	07/01/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA6J547836	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			CUP2L105166	07/01/2020	07/01/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB6K914660	07/01/2020	07/01/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate of Liability Insurance

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

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

Paul B. B...

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Centers for Disease Control and Prevention

About CDC 24-7

CDC Foundation

CDC Foundation
Together our impact is greater

Web Resources

- CDC Foundation
- Blog and Social Media

Established by Congress as an independent, nonprofit organization, the CDC Foundation is the sole entity authorized by Congress to mobilize philanthropic partners and private-sector resources to support CDC's critical health protection mission.

The CDC Foundation helps the CDC save and improve lives by unleashing the power of collaboration between CDC, philanthropies, corporations, organizations and individuals to protect the health, safety and security of America and the world. Since 1995, the CDC Foundation has launched approximately 1,000 programs and raised over $740 million. The CDC Foundation managed over 300 CDC-led programs in the United States and in more than 130 countries last year.

Because CDC is a federal agency, all scientific findings resulting from CDC research are available to the public and open to the broader scientific community for review. Funding for CDC's work provided through the CDC Foundation is not contingent on the outcomes of research or other scientific activity being favorable to one or more partners. The CDC Foundation works with CDC to ensure that programs will have a meaningful impact for CDC and public health, and complement CDC's priorities and ongoing work. The CDC and CDC Foundation each have review procedures in place to safeguard against possible conflicts of interest.

For more information, please visit www.cdcfoundation.org.

Page last reviewed: January 9, 2018

NATIONAL FOUNDATION FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION, INC.

FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORT

JUNE 30, 2019 AND 2018

NATIONAL FOUNDATION FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION, INC.
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JUNE 30, 2019 AND 2018

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Warren Averett
CPAs AND ADVISORS

6 Concourse Parkway, Suite 600
Atlanta, GA 30328-5351
770.396.1100
warrenaverett.com

INDEPENDENT AUDITORS' REPORT

Board of Directors
National Foundation for the Centers for
Disease Control and Prevention, Inc.

We have audited the accompanying financial statements of the National Foundation for the Centers for Disease Control and Prevention, Inc., (the Foundation) (a Georgia not-for-profit corporation), which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the National Foundation for the Centers for Disease Control and Prevention, Inc. as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Warren Averett, LLC

Atlanta, Georgia
January 23, 2020

NATIONAL FOUNDATION FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2019 AND 2018

ASSETS

	2019	2018
Cash and cash equivalents	$ 7,056,252	$ 6,436,571
Contributions receivable, net	41,976,280	24,785,390
Accounts receivable	4,911,712	1,764,539
Cash and cash equivalents reserved or restricted	5,047,553	9,772,350
Investments	72,316,597	69,931,674
Prepaid and other assets	2,103,142	942,790
Property, plant and equipment, net	2,269,057	2,384,346
TOTAL ASSETS	$ 135,680,593	$ 116,017,660

LIABILITIES AND NET ASSETS

LIABILITIES		
Accounts payable and accrued expenses	$ 1,900,107	$ 1,368,434
Agency funds held in trust	93,640	92,789
Contracts payable	13,568,005	10,478,069
Grants payable	3,719,204	2,471,842
Refundable advances	1,585,976	1,585,976
Unamortized leasehold allowance	1,634,217	1,810,889
Deferred rent	1,660,372	1,492,617
TOTAL LIABILITIES	24,161,521	19,300,616
COMMITMENTS AND CONTINGENCIES (Note 14)		
NET ASSETS		
Without donor restrictions	15,312,807	11,042,669
With donor restrictions		
Restricted by purpose or time	91,853,577	81,448,198
Restricted in perpetuity	4,352,688	4,226,177
With donor restrictions, total	96,206,265	85,674,375
TOTAL NET ASSETS	111,519,072	96,717,044
TOTAL LIABILITIES AND NET ASSETS	$ 135,680,593	$ 116,017,660

See notes to the financial statements.

NATIONAL FOUNDATION FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2019
(WITH COMPARATIVE TOTALS FOR 2018)

	Without Donor Restrictions	With Donor Restrictions	Total 2019	Total 2018
Contributions, gains (losses), other support and transfers				
Grants and contributions	$ 368,710	$ 50,116,933	$ 50,485,643	$ 46,846,963
Contributed goods and services	167,552	250,950	418,502	769,242
Direct Federal grants	-	15,217,129	15,217,129	4,798,742
Indirect cost recovery	1,942,487	9,916,552	11,859,039	5,822,114
Total grants and contributions	2,478,749	75,501,564	77,980,313	58,237,061
Interest and dividend income, net	995,965	632,468	1,628,433	835,074
Administrative fees	1,219,592	-	1,219,592	833,900
Other revenue	61,857	311,838	373,695	1,916,230
Refund – donor-restricted gifts	-	(298,747)	(298,747)	(211,032)
Reduction – donor-restricted gifts	(33,147)	(1,362,002)	(1,395,149)	(8,339)
Net realized and unrealized gain (loss) on investments	509,090	205,215	714,305	(417)
Net assets released from restriction for time and purpose	64,458,446	(64,458,446)	-	-
Total contributions, gains (losses), other support and transfers	69,690,552	10,531,890	80,222,442	61,602,477
Program costs and other expenses				
Program costs				
Project grants	16,695,575	-	16,695,575	23,725,299
Other program costs – contributed goods and services	250,950	-	250,950	-
Other program costs	41,616,875	-	41,616,875	35,714,749
Total program costs	58,563,400	-	58,563,400	60,011,016
Management and general expenses	4,952,325	-	4,952,325	3,687,887
Fundraising expenses	1,904,689	-	1,904,689	2,067,256
Total program costs and other expenses	65,420,414	-	65,420,414	65,766,159
CHANGE IN NET ASSETS	4,270,138	10,531,890	14,802,028	(4,163,682)
NET ASSETS AT:				
BEGINNING OF YEAR	11,042,669	85,674,375	96,717,044	100,880,726
END OF YEAR	$ 15,312,807	$ 96,206,265	$ 111,519,072	$ 96,717,044

See notes to the financial statements.

NATIONAL FOUNDATION FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2018

	Without Donor Restrictions	With Donor Restrictions	Total 2018
Contributions, gains (losses), other support and transfers			
Grants and contributions	$ 334,363	$ 46,512,600	$ 46,846,963
Contributed goods and services	198,274	570,968	769,242
Direct Federal grants	-	4,798,742	4,798,742
Indirect cost recovery	2,183,223	3,638,891	5,822,114
Total grants and contributions	2,715,860	55,521,201	58,237,061
Interest and dividend income, net	756,798	78,276	835,074
Administrative fees	833,900	-	833,900
Other revenue	13,644	1,902,586	1,916,230
Refund - donor-restricted gifts	-	(211,032)	(211,032)
Reduction - donor-restricted gifts	-	(8,339)	(8,339)
Net realized and unrealized (loss) gain on investments	(121,245)	120,828	(417)
Net assets released from restriction for time and purpose	63,358,318	(63,358,318)	-
Total contributions, gains (losses), other support and transfers	67,557,275	(5,954,798)	61,602,477
Program costs and other expenses			
Program costs			
Project grants - contributed goods and services	570,968	-	570,968
Project grants - other	23,725,299	-	23,725,299
Other program costs	35,714,749	-	35,714,749
Total program costs	60,011,016	-	60,011,016
Management and general expenses	3,687,887	-	3,687,887
Fundraising expenses	2,067,256	-	2,067,256
Total program costs and other expenses	65,766,159	-	65,766,159
CHANGE IN NET ASSETS	1,791,116	(5,954,798)	(4,163,682)
NET ASSETS AT:			
BEGINNING OF YEAR	9,251,553	91,629,173	100,880,726
END OF YEAR	$ 11,042,669	$ 85,674,375	$ 96,717,044

See notes to the financial statements.

NATIONAL FOUNDATION FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 14,802,028	$ (4,163,682)
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities:		
Depreciation	443,056	295,133
Realized and unrealized (gain) loss on investments	(714,305)	417
Contributions restricted for long-term investment	(94,341)	(71,631)
Change in assets and liabilities:		
Contributions receivable	(17,190,890)	16,437,541
Accounts receivable	(3,147,173)	(1,039,064)
Prepaid and other assets	(1,160,352)	1,234,907
Accounts payable and accrued expenses	531,673	57,620
Agency funds held in trust	851	11,895
Contracts payable	3,089,936	967,121
Unamortized leasehold allowance	(176,672)	(176,672)
Grants payable	1,247,362	(1,020,757)
Refundable advances	-	(1,889,000)
Deferred rent	167,755	781,838
Net cash (used in) provided by operating activities	(2,201,072)	11,425,666
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of investments	(41,543,179)	(85,735,791)
Sales of investments	39,872,561	34,975,268
Purchase of property and equipment	(327,767)	(546,665)
Net cash used in investing activities	(1,998,385)	(51,307,188)
CASH FLOWS FROM FINANCING ACTIVITY		
Contributions restricted for long-term investment	94,341	71,631
Net cash provided by financing activity	94,341	71,631
NET DECREASE IN CASH, CASH EQUIVALENTS, AND RESERVED OR RESTRICTED CASH AND CASH EQUIVALENTS	(4,105,116)	(39,809,891)
CASH, CASH EQUIVALENTS, AND RESERVED OR RESTRICTED CASH AND CASH EQUIVALENTS AT:		
BEGINNING OF YEAR	16,208,921	56,018,812
END OF YEAR	$ 12,103,805	$ 16,208,921

See notes to the financial statements

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND DESCRIPTION OF BUSINESS

The National Foundation for the Centers for Disease Control and Prevention, Inc. (the Foundation) is a foundation that was formed by Federal law, incorporated as a Georgia non-profit organization in 1993, and began operations in 1995. The Foundation, while a separately incorporated organization, synergistically works with the Centers for Disease Control and Prevention (CDC) to forge effective partnerships by connecting people, resources and ideas to fight threats to health and safety. The Foundation's vision is to improve the health and well-being of all people by substantially enhancing the impact of the CDC.

The Foundation is recognized as an organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code (the IRC) whereby only unrelated business income, as defined by Section 512(a)(1) of the IRC, is subject to Federal income tax. The Federal legislation authorizing the Foundation specifies that the Foundation shall not be an agency or instrumentality of the Federal government, and officers, employees and members of the Board of Directors (the Board) of the Foundation shall not be officers or employees of the Federal government.

During the years ended June 30, 2019 and 2018, the Foundation was involved in a variety of projects, including assisting with the opioid crisis, assisting with preventing infections in cancer patients, malaria elimination efforts, expanding the immunization system in Nigeria, the Data for Health initiative to strengthen the availability of public health data to governments spread across the world, and a wide variety of other public health protection efforts.

A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

Accrual Basis of Accounting
The financial statements of the Foundation have been prepared on the accrual basis of accounting.

Basis of Presentation
The Foundation classifies its net assets and revenues, expenses, gains and losses based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Foundation and changes therein are classified and reported as follows:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed stipulations.

Net assets with donor restrictions – Net assets subject to donor-imposed stipulations that may or will be met either by actions of the Foundation and/or passage of time, or stipulations that the Foundation maintains them perpetually.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND DESCRIPTION OF BUSINESS – CONTINUED

Revenues are recognized when Foundation assets are enhanced or its liabilities are settled (or a combination of both) due to receipt of contributions, rendering services, or other activities central to its mission. Expenses, including program costs, are recognized when Foundation assets are used, or liabilities are incurred, to render services, provide funding for other service providers, or perform other ongoing activities central to its mission. Revenues are reported as increases in net assets without donor restrictions unless their use is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or by law. Expirations of temporary restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as released from restriction. If a restriction is fulfilled in the same period in which the contribution is received, the Foundation reports the support revenue in net assets with donor restrictions, with a corresponding release from restriction. Contributions subject to donor-imposed restrictions that the corpus be maintained in perpetuity are recognized as increases in net assets with donor restrictions.

Contributions

Contributions, including unconditional promises to give, are recognized as revenue in the period received. Conditional pledges, if received, are not recognized until the conditions on which they depend are substantially met. Unconditional promises to give that are expected to be collected in future years are recorded at fair value which is measured at the present value of the future cash flows with discounts computed using risk-adjusted rates commensurate with the associated risks. Discounts on contributions receivable are amortized and recorded as additional contribution revenue in accordance with any donor-imposed restriction. An allowance for uncollectible contributions receivable is provided based upon management's judgment and consideration of various factors including prior collection history, type of contribution and nature of fundraising activity.

Contributed goods and services are recorded at estimated fair value at the date of the gift as determined by independent appraisal or other valuation methods as deemed appropriate by management. The contributions of services are recognized if the services received (a) create or enhance nonfinancial assets or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided. Generally, such services include specific programmatic expertise.

Cash and Cash Equivalents

Cash and cash equivalents consist primarily of interest bearing checking accounts, savings accounts, Treasury bills, and certificates of deposit with maturities of three months or less. Cash and cash equivalents which are not reserved or restricted are available for operating activities.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND DESCRIPTION OF BUSINESS – CONTINUED

Cash and Cash Equivalents Reserved or Restricted
Cash and cash equivalents reserved or restricted, while currently available, are restricted by grantors for disbursements related to specific grants or contracts.

The tables below present a reconciliation of cash, cash equivalents, and reserved or restricted cash at beginning and end of year for the years ended June 30, 2019 and 2018:

	2019	2018
Beginning of year		
Cash and cash equivalents	$ 6,436,571	$ 13,808,029
Cash and cash equivalents reserved or restricted	9,772,350	42,210,783
Beginning of year, total	$ 16,208,921	$ 56,018,812
End of year		
Cash and cash equivalents	7,056,252	6,436,571
Cash and cash equivalents reserved or restricted	5,047,553	9,772,350
End of year, total	$ 12,103,805	$ 16,208,921

Investments
Investment securities are stated at fair value, generally determined based on quoted market prices or estimated fair value, and are recorded within the various net asset classifications based upon the existence or absence of donor restrictions. If an investment is held directly by the Foundation and an active market with quoted prices exists, the fair value reported is the market price of an identical security. Valuation of shares in mutual funds is based on share values reported by the funds as of the last business day of the fiscal year.

Net appreciation (depreciation) in the fair value of investments, which consists of the realized gains or losses and the unrealized appreciation (depreciation) on those investments, is shown in the statements of activities and is a component of investment return.

Property, Plant and Equipment
Property, plant and equipment greater than $5,000 are capitalized at cost at the date of acquisition or at estimated fair value at date of donation if acquired as gifts, less accumulated depreciation. Depreciation of property and equipment is computed on a straight-line basis over the estimated useful life of three to seven years. Land is not subject to depreciation. Capitalized leasehold improvements are depreciated over the shorter of the life of the asset or the life of the corresponding lease.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND DESCRIPTION OF BUSINESS – CONTINUED

Accounts Receivable
Accounts receivable consist primarily of amounts due to the Foundation under contracts with third party organizations. Accounts receivable not received within 60 days of invoicing are considered past due, and an allowance for uncollectible receivables is recorded as deemed necessary based on historical trends and specific account analysis. As of June 30, 2019, and 2018, the Foundation believes all accounts receivable are fully collectible.

Refund on Donor-Restricted Contributions
During the years ended June 30, 2019 and 2018, the Foundation recognized refunds of $298,747 and $211,032, respectively, related to gifts received from donors in prior years for specific projects. When donors originally contributed to support these projects, the total cost of each project was estimated and the donors agreed to fully fund these amounts. In the years ended June 30, 2019 and 2018, the projects were completed and the total gift amount originally provided by the donor was not needed. In accordance with donor requests, the excess funds received were returned to the donor or the outstanding receivable was cancelled and a corresponding loss was recognized.

Reduction – Donor-Restricted Contributions
During the years ended June 30, 2019 and 2018, the Foundation recognized a loss of $1,395,149 and $8,339, respectively, related to the reduction of gifts received from donors in prior years for specific projects. These reductions related to several factors, including the Foundation being able to complete a project at a cost lower than originally anticipated or a change in circumstances resulting in the Foundation discontinuing its working relationship with a donor. As a result of these factors, the remaining pledge due from the donor was reduced and a corresponding loss was recognized.

Agency Funds Held in Trust
The Foundation holds funds in a custodial capacity for various organizations. The funds are primarily used for conferences and management training courses.

Contracts Payable
Contracts payable represent payments received in advance on contracts that the Foundation holds on behalf of the CDC and others as agency transactions. Funds are disbursed as projects reach certain checkpoints or reach completion.

Fair Value of Financial Instruments
The carrying amount of cash and cash equivalents, accounts receivable, and short-term investments approximates fair value because of the nature and short maturity of these financial instruments.

Fair value for other financial instruments is disclosed in other footnotes.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND DESCRIPTION OF BUSINESS – CONTINUED

Compensated Absences
Foundation policies allow employees who work 20 or more hours per week to receive from 80 to 160 hours of vacation annually, based upon years of service. An accrual for unused vacation days has been included with accounts payable and accrued expenses on the statements of financial position.

Risk Management
The Foundation is exposed to risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; material disasters; and liability. The Foundation carries commercial and directors and officers insurance covering each of these identified risks.

Deferred Rent and Unamortized Leasehold Allowance
Deferred rent represents the cumulative difference between the rent expense recognized on the straight-line basis and the actual rent paid. Unamortized leasehold allowance represents the unamortized balance of the leasehold allowance provided by the lessor under the rental agreement as described in Note 14.

Management Estimates
Management of the Foundation has made certain estimates and assumptions in the preparation of the financial statements, including the reporting of allowances for doubtful accounts, estimated lives of fixed assets, accrued expenses and deferred compensation to prepare the financial statements in conformity with accounting principles generally accepted in the United States of America. Actual results could differ from those estimates and assumptions.

Public Relations, Advertising and Marketing Costs
The Foundation's policy is to expense all public relations, advertising and marketing costs as they are incurred. Advertising expenses totaled $56,850 and $54,585 for the years ended June 30, 2019 and 2018, respectively.

New Accounting Standards – Adopted
In August 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities*. FASB ASU No. 2016-14 (1) reduces the number of net asset classes presented from three to two; (2) requires the presentation of expense by functional and natural classification in one location; (3) requires quantitative and qualitative disclosures about liquidity and availability of financial assets; and (4) requires additional policy disclosures regarding Board-designated funds. The Foundation implemented the provisions of FASB ASU 2016-14 during the fiscal year ended June 30, 2019 and applied the changes retrospectively. The changes required by FASB ASU No. 2016-14 are disclosed throughout these financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND DESCRIPTION OF BUSINESS – CONTINUED

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows* (Topic 230), requiring the statements of cash flows to explain the change in restricted cash and cash equivalents together with cash and cash equivalents. The amendments in this update are effective for fiscal years beginning after December 15, 2018, and interim periods within fiscal years beginning after December 15, 2019. The Foundation early adopted ASU No. 2016-18 in the fiscal year ended June 30, 2019 and applied the changes retrospectively.

New Accounting Standards – Yet to be Adopted
In February 2016, the FASB issued ASU No. 2016-02, *Leases*, (Topic 842), increasing the transparency and comparability among organizations by recognizing lease assets and lease liabilities on the statements of financial position and disclosing key information about leasing arrangements. The amendments in this update are effective for fiscal years beginning after December 15, 2019, and interim periods within fiscal years beginning after December 15, 2020. The Foundation is currently evaluating the impact of FASB ASU No. 2016-02 on the presentation of the financial statements.

2. CONCENTRATIONS OF CREDIT RISK

The Federal Deposit Insurance Corporation (FDIC) insures up to $250,000 per financial institution. Uninsured cash balances aggregated approximately $11,400,000 and $17,100,000 at June 30, 2019 and 2018, respectively. Management of the Foundation has evaluated the risk associated with uninsured cash balances, and manages this risk.

Contributions receivable from two donors represent approximately 52% and 48% of total contributions receivable at June 30, 2019 and 2018, respectively. Revenue from the same two donors represents approximately 40% and 33% of total revenue for the years ended June 30, 2019 and 2018, respectively.

3. LIQUIDITY

The schedule below reflects the Foundation's financial assets as of June 30, reduced by amounts not available for general use within one year because of donor-imposed restrictions.

	2019	2018
Financial assets, at year end:		
Cash and cash equivalents	$ 7,056,252	$ 6,436,571
Cash and cash equivalents reserved or restricted	5,047,553	9,772,350
Accounts receivable	4,911,712	1,764,539
Investments	72,316,597	69,931,674
Contributions receivable, net	41,976,280	24,785,390
Total financial assets at June 30	131,308,394	112,690,524
Less: assets unavailable for general expenditures within one year, due to:		
Contractual or donor-imposed restrictions:		
Net assets with donor restrictions	96,206,265	85,674,375
Financial assets available to meet cash needs for general expenditures within one year	$ 35,102,129	$ 27,016,149

The Foundation obtains certain support from donor-restricted contributions. Because a donor's restriction requires resources to be used for a particular purpose or in a future period, the Foundation must maintain sufficient resources to meet those responsibilities to its donors. Income from donor-restricted endowments is restricted for specific purposes, with the exception of the amounts available for general use. Donor-restricted endowment funds are not available for general expenditure.

Due to the donor restrictions described above, certain financial assets may not be available for general expenditure within one year. As part of the Foundation's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

4. CONTRIBUTIONS RECEIVABLE

Contributions receivable at June 30, 2019 and 2018 are summarized as follows:

	2019	2018
Unconditional promises to give	$ 45,909,809	$ 26,771,609
Less: allowance for uncollectible pledges	(750,000)	(350,000)
Contributions receivable, gross	45,159,809	26,421,609
Less: present value discount	(3,183,529)	(1,636,219)
Contributions receivable, net	$ 41,976,280	$ 24,785,390

Contributions receivable are due as follows:

	2019	2018
Amounts due in:		
Less than one year	$ 33,670,184	$ 19,505,609
One year to five years	12,239,625	7,266,000
Unconditional promises to give	$ 45,909,809	$ 26,771,609

Discounts on contributions receivable were calculated at the date of donation using rates commensurate with the risk involved (rates range from 3.90% to 5.50%). Amortization of discounts is recorded as additional contribution revenue based on the nature of the contributions, in accordance with donor-imposed restrictions on the contributions.

5. INVESTMENTS

The following is a summary of investments at June 30, 2019 and 2018:

	2019	2018
Investment cash and equivalents	$ 124,434	$ 4,660,002
U.S. Treasury/agency securities	58,593,293	52,826,062
Corporate bonds	8,163,087	7,305,889
Domestic equity mutual funds	2,819,557	2,566,996
International equity mutual funds	1,394,521	1,199,662
Fixed income mutual funds	1,221,705	1,373,063
Total investments	$ 72,316,597	$ 69,931,674

5. INVESTMENTS – CONTINUED

Investment return, net of investment management fees, is classified in the statements of activities as follows for the years ended June 30, 2019 and 2018:

	2019		
	Without Donor Restrictions	With Donor Restrictions	Total
Interest and dividend income, net	$ 995,965	$ 632,468	$ 1,628,433
Net realized and unrealized gains	509,090	205,215	714,305
Total investment return	$ 1,505,055	$ 837,683	$ 2,342,738

	2018		
	Without Donor Restrictions	With Donor Restrictions	Total
Interest and dividend income, net	$ 756,798	$ 78,276	$ 835,074
Net realized and unrealized (losses) gains	(121,245)	120,828	(417)
Total investment return	$ 635,553	$ 199,104	$ 834,657

6. FAIR VALUE HIERARCHY

Accounting standards emphasize that fair value is a market-based measurement, not an entity-specific measurement. Therefore, a fair value measurement should be determined based on the assumptions that market participants would use in pricing the asset or liability. As a basis for considering market participant assumptions in fair value measurements, standards established a three-tier hierarchy to distinguish between various types of inputs used in determining the value of an organization's financial instruments. The inputs are summarized as follows:

- *Level 1 Inputs* – Quoted prices (unadjusted) in active markets for identical assets and liabilities. Valuations of these instruments do not require a high degree of judgment since the valuations are based on readily available quoted prices in active markets.
- *Level 2 Inputs* – Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities that are not active; and inputs other than quoted prices that are observable, such as models or other valuation methodologies. Valuations in this category are inherently less reliable than Level 1 quoted market prices due to the degree of subjectivity involved in determining appropriate methodologies and the applicable underlying assumptions.

6. FAIR VALUE HIERARCHY – CONTINUED

- *Level 3 Inputs* – Unobservable inputs for the valuation of the asset or liability. Level 3 assets include investments for which there is little, if any, market activity. These inputs require significant management judgment or estimation. These financial instruments have inputs that cannot be validated by readily determinable market data and generally involve considerable judgment by management.

In certain cases, the inputs used to measure fair value may fall into different hierarchy levels. In such cases, for disclosure purposes, the level in the hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement.

At June 30, 2019 and 2018, all of the Foundation's investments are classified within Level 1 of the hierarchy.

7. ENDOWMENT

The Foundation's endowment consists of 17 individual funds established by donors for a variety of purposes, including programs, awards, research and operations. Net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law
The Foundation interprets Georgia's adoption of the Uniform Prudent Management of Institutional Funds Act (GPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. The Foundation classifies as net assets with donor restrictions (a) the original value of gifts donated to the perpetual endowment, (b) the original value of subsequent gifts to the perpetual endowment and (c) accumulations to the perpetual endowment made in accordance with the direction of applicable donor gift instruments at the time the accumulation is added to the endowment fund. The remaining portion of the donor-restricted endowment fund in excess of the original fair value is classified as net assets with donor restrictions until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by GPMIFA.

In accordance with GPMIFA, the Foundation considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1) The duration and preservation of the endowment fund
2) The purposes of the Foundation and the donor-restricted endowment fund
3) General economic conditions
4) The possible effects of inflation and deflation
5) The expected total return from income and the appreciation of investments
6) Other resources of the Foundation
7) The investment policies of the Foundation

7. ENDOWMENT – CONTINUED

Composition and changes in endowment net assets for the years ended June 30, 2019 and 2018 are as follows:

	2019	2018
Donor-restricted endowment net assets, beginning of year	$ 5,151,331	$ 5,019,488
Contributions	110,161	71,631
Investment return	475,683	103,655
Appropriation of endowment assets for expenditure	(46,253)	(43,443)
Donor-restricted endowment net assets, end of year	$ 5,690,922	$ 5,151,331

Return Objectives and Risk Parameters
The Foundation has adopted investment and spending policies for the endowment assets that attempt to provide for the preservation of assets, growth of capital and generation of income. Endowment assets include those assets of donor-restricted funds that the Foundation must hold in perpetuity. Under this policy, as approved by the Board, the endowment assets are invested in a manner that is intended to minimize the risk of large losses and generate a long-term rate of return to equal or exceed the appropriate market indices, and over time, exceed the rate of inflation in order to preserve the purchasing power of assets, and generate income to fund operations as needed.

To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Foundation targets a diversified asset allocation that places greater emphasis on equity-based investments to achieve its long-term objectives with prudent risk restraints.

Endowment Spending Policy
The Board encourages the growth of the Foundation endowment assets through a spending policy that will provide a predictable stream of income to the Foundation and to the appropriate restricted projects, while permitting reinvestment of any earnings above the approved spending rate. The initial payout is up to 4% of the 12 quarter trailing average fund balance as of June 30th of each year. In any year that the June 30 fair value of an endowment is less than its fair value at the time of original contribution, the Foundation will use an income-only approach to the spending rate.

Funds with Deficiencies
From time-to-time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or GPMIFA requires the Foundation to retain as a fund of perpetual duration. No deficiencies of this nature were present for the years ended June 30, 2019 and 2018.

8. GRANTS PAYABLE

The Foundation disburses a portion of its project funds as cost reimbursement grants. Recognition of these funds as program expenses is contingent upon the recipient properly expending and documenting the expenditure as directed by the Foundation. Once these established conditions are met, the respective amounts are expensed and accrued as grants payable. As of June 30, 2019 and 2018, the Foundation had grants payable totaling $3,719,204 and $2,471,842, respectively.

9. REFUNDABLE ADVANCES

During a prior year, the Foundation received certain refundable advances to be used for Emergency Preparedness and Response which includes severe and/or infrequent national level emergencies. Recognition as revenue was contingent upon the Foundation using these funds for their intended purpose, with any amounts not used to be returned to the donor. During the year ended June 30, 2018, the donor authorized the Foundation to use, and the Foundation used, $1,889,000 of this funding as a part of the Foundation's response to the effects of devastating hurricanes in Puerto Rico, leaving $1,585,976 remaining as of June 30, 2018. No further funds were spent during the year ended June 30, 2019, with the donor specifying that unspent funds can continue to be held by the Foundation for a future emergency response.

10. RETIREMENT PLANS

The Foundation has established a voluntary defined contribution retirement plan, in which all employees who work at least 20 hours per week are eligible to participate after 90 days of consecutive service. Upon meeting these eligibility requirements, employees are fully vested. Contributions under this plan are invested, at the discretion of the participant, in one or more of the available investment options at the Teachers Insurance and Annuity Association and College Retirement Equities Fund (TIAA-CREF). Contributions to the retirement plan by the Foundation totaled $1,046,662 and $985,812 for the years ended June 30, 2019 and 2018, respectively.

The Foundation also has established a deferred 457 compensation plan. Per the plan document, any Employer contributions to the plan vest at 20% per year and are fully vested after five years. This is an unfunded plan in which any amounts due or payable pursuant to the terms of the plan will be paid from the general assets of the Foundation. Participants may make contributions up to the maximum amount allowed by law. There are no legal obligations for the Foundation to make any contributions to this plan. Disbursements from the plan totaled $25,082 for each of the years ended June 30, 2019 and 2018. The Foundation did not make any contributions to the plan during the years ended June 30, 2019 and 2018. Liabilities outstanding to plan participants totaled $44,491 and $69,573 as of June 30, 2019 or 2018, respectively.

11. NET ASSETS

Net assets were released from donor-imposed restrictions as a result of actions of the Foundation and/or passage of time for the years ended June 30, 2019 and 2018 as follows:

	2019	2018
Satisfaction of program restrictions		
Sponsored programs		
Data for Health	$ 6,498,488	$ 7,192,074
Malaria elimination efforts	5,636,216	5,807,326
Meningitis Surveillance in Africa	1,618,209	3,194,487
Expanding the Immunization Data System in Nigeria	1,771,003	6,629,974
Freedom from Smoking Initiative	3,725,823	5,160,696
Opioid Surge Staffing	2,764,650	-
Hurricane relief efforts	-	2,278,173
Ebola relief efforts	-	3,525,991
Other sponsored programs	37,252,925	23,775,802
Total sponsored programs	59,267,314	57,564,523
General operating purposes - operating grant	1,275,480	1,172,911
Satisfaction of program restrictions, total	60,542,794	58,737,434
Expiration of time restrictions - administrative fees recovered	3,869,399	4,577,441
Appropriation from donor-restricted endowment	46,253	43,443
Total releases from restriction	$ 64,458,446	$ 63,358,318

11. NET ASSETS – CONTINUED

Donor-restricted net assets are available for the following purposes at June 30, 2019 and 2018:

	2019	2018
Restricted by purpose or time:		
Sponsored programs		
Malaria elimination efforts	$ 9,187,984	$ 15,267,396
Data for Health	2,978,061	7,933,609
Freedom from Smoking Initiative	10,673,730	5,841,481
Opioid Surge Staffing	6,980,116	-
Digital Bridge Information Exchange	4,008,967	-
Alliance Partner Engagement Framework	4,715,500	-
Other programs	46,894,979	48,317,483
Total sponsored programs	85,439,337	77,359,969
General operating expenses - operating grant	960,758	867,148
Administrative cost recovery for use in future years	4,115,248	2,295,927
Endowment earnings	1,338,234	925,154
Total restricted by purpose or time	91,853,577	81,448,198
Endowment assets restricted in perpetuity	4,352,688	4,226,177
Total net assets with donor restrictions	$ 96,206,265	$ 85,674,375

12. GRANTS RECEIVED FROM THE CDC

During each of the years ended June 30, 2019 and 2018, the Foundation received operating grants from the CDC totaling $1,250,000. Additionally, during the year ended June 30, 2019, the Foundation received grant awards from the CDC through Federal cooperative agreements totaling $15,241,293, primarily for opioid prevention efforts.

13. CONTRIBUTED GOODS AND SERVICES

Contributed services totaling approximately $168,000 and $198,000, for the years ended June 30, 2019 and 2018, respectively, related to services performed by individuals loaned to the Foundation by the CDC for specific management and consulting expertise. These services were performed by individuals with specialized skills and the Foundation would have paid individuals to perform the same tasks if the services had not been contributed.

13. CONTRIBUTED GOODS AND SERVICES – CONTINUED

For the years ended June 30, 2019 and 2018, the Foundation received additional donated supplies and equipment with fair values of approximately $250,000 and $570,000, respectively, which were immediately passed to organizations for use in the Foundation's sponsored projects. Since these supplies and equipment were passed on to other organizations, based on need as determined by the Foundation, they are reflected in the accompanying statements of activities as both contribution revenue and an expense.

14. COMMITMENTS AND CONTINGENCIES

Operating Lease

In September of 2016, the Foundation executed a non-cancelable operating lease for office space, which continues until September of 2028. This new lease includes rent abatement of the first 24 monthly rental payments. In accordance with applicable accounting standards, the Foundation recognizes rental expense on a straight-line basis based on the total cash payments to be made over the life of the lease; therefore, this rent abatement is being amortized over the life of the lease. The Foundation also made leasehold improvements in the full amount of the tenant improvement allowance provided under the lease, which are included in property, plant, and equipment, with the corresponding credit to leasehold allowances amortized as a reduction in rent expense over the term of the lease. Rental expense for office space, net of amortization of leasehold allowances, was $696,849 and $605,404 for the years ended June 30, 2019 and 2018, respectively.

The minimum lease payments under the Foundation's office lease are as follows:

For the Year Ending June 30,	
2020	$ 930,635
2021	953,878
2022	977,752
2023	1,002,260
2024	1,027,399
Thereafter	4,657,999
	$ 9,549,923

Federal Grant Programs

The Foundation has received proceeds from various Federal grants. Periodic audits of these grants are required and certain costs may be questioned as not being appropriate expenditures under the grant agreements. Such audits could result in the refund of grant monies to the grantor agencies.

14. COMMITMENTS AND CONTINGENCIES – CONTINUED

Payment of Project Funds

The Foundation disburses the majority of its project funds as cost reimbursement grants with third party service providers. As discussed in Note 8, the disbursement of funds by the Foundation is generally contingent upon the service provider properly expending and documenting approved expenditures. Project disbursements are not accrued by the Foundation until these conditions are met. A majority of funding for these grants is provided by donor contributions and grants received by the Foundation. These grants are recognized as donor-restricted revenue by the Foundation at the time of the initial gift. As most grants awarded by the Foundation occur over more than one fiscal year, it is not uncommon for timing differences to exist between the year revenue is recognized and the year an expenditure occurs. It should also be noted that gift revenues can fluctuate significantly year to year. Cost reimbursement grants expected to be funded by the Foundation in future years totaled $76,281,081 and $65,699,950 at June 30, 2019 and 2018, respectively.

The Foundation agreed to prepay certain service organizations approximately $1,461,800 and $828,000 in 2019 and 2018, respectively, for services to be rendered during a future year. These arrangements were acceptable due to the legal requirements of the providers and based upon their history of providing exceptional service.

15. EXPENSES BY NATURE AND FUNCTION

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities, with a summary by both nature and function provided in the tables below for the years ended June 30, 2019 and 2018. Occupancy, depreciation, building maintenance, information technology, telecommunications, printing and supplies have been allocated based on employee headcount. Program costs are divided into three categories: project grants, contributed goods and services and other program costs. Project grants are amounts paid to implementing partners that are non-profit or governmental organizations. This would include payments to the CDC and organizations such as the World Health Organization. Contributed goods and services consist of supplies, equipment and services donated to one of the Foundation's programs. Other program costs are all other costs incurred by the Foundation's programs and programs department, including personnel costs, professional fees, supplies, travel, etc.

	Program	Management and General	Fundraising	Total 2019
Personnel cost	$ 11,650,730	$ 2,959,096	$ 1,510,000	$ 16,119,826
Program awards	16,695,575	-	-	16,695,575
Conferences and meetings	604,059	93,261	3,916	701,236
Other professional fees	23,257,755	873,620	29,848	24,161,223
Office expenses	2,559,691	86,886	56,836	2,703,413
Occupancy	330,804	272,216	144,562	747,582
Travel	3,190,634	57,629	12,672	3,260,935
Depreciation	179,383	172,178	91,495	443,056
Other expenses	94,769	437,439	55,360	587,568
Total	$ 58,563,400	$ 4,952,325	$ 1,904,689	$ 65,420,414

	Program	Management and General	Fundraising	Total 2018
Personnel cost	$ 7,848,427	$ 2,541,537	$ 1,703,176	$ 12,093,140
Program awards	24,296,267	-	-	24,296,267
Conferences and meetings	482,659	46,346	9,404	538,409
Other professional fees	22,034,761	438,984	23,515	22,497,260
Office expenses	2,285,951	60,001	59,840	2,405,792
Occupancy	323,705	221,868	145,638	691,211
Travel	2,585,486	21,151	19,916	2,626,553
Depreciation	112,432	103,062	79,639	295,133
Other expenses	41,328	254,938	26,128	322,394
Total	$ 60,011,016	$ 3,687,887	$ 2,067,256	$ 65,766,159

16. SUBSEQUENT EVENTS

In connection with the preparation of the financial statements, management and the Board evaluated subsequent events after the statement of financial position date of June 30, 2019 through January 23, 2020, which was the date the financial statements were available to be issued.

CDC Foundation
Together our impact is greater

(/)

OUR BOARD

David Aldridge
Retired CFO and Executive Vice President
Superior Essex, Inc.
CDC Foundation Treasurer, Executive Committee and Finance Committee
Atlanta, GA

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Raymond J. Baxter, PhD
President and CEO
Blue Shield of California Foundation
CDC Foundation Secretary, Executive Committee and Finance Committee
San Francisco, CA

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Vanessa M. Benavides
Senior Vice President and Chief Compliance and Privacy Officer
Kaiser Foundation Hospitals and Health Plan
San Francisco, CA

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Elaine Chambers
Former Board Chair
Lucile Packard Foundation for Children's Health
CDC Foundation Advancement Committee
Palo Alto, CA

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Leah Devlin, DDS, MPH
Professor of the Practice of Health Policy and Management
University of North Carolina at Chapel Hill's Gillings School of Global Public Health
CDC Foundation Board Chair and Executive Committee
Chapel Hill, NC

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Shirley Franklin
Former Mayor of Atlanta
Executive Chairman
Purpose Built Communities
CDC Foundation Advancement Committee
Atlanta, GA

View Bio (/person_bio/6946)

Matt James
Senior Counselor
GMMB
Special Projects Advisor
Freedman Consulting
CDC Foundation Executive Committee and Advancement Committee
Los Altos, CA

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Phil Kent
Former Chairman and CEO
Turner Broadcasting Systems, Inc. (TBS)
Cambridge, MA

View Bio (/person_bio/2424)

Betty King
Former U.S. Ambassador
United Nations in Geneva
New York, NY

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James Marks, MD, MPH
Former Executive Vice President
Robert Wood Johnson Foundation
CDC Foundation Executive Committee

View Bio (/person_bio/6867)

Dikembe Mutombo
Chairman and President
Dikembe Mutombo Foundation
Atlanta, GA

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John G. Rice
Chairman
GE Gas Power
CDC Foundation Finance Committee
Atlanta, GA

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Kristen Silverberg
Former Ambassador to the European Union
Executive Vice President for Policy
Business Roundtable
Washington, DC

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Advisors To The Board

Kathy Bremer
Managing Director
Boardwalk Consulting
CDC Foundation Advancement Committee

CDC Foundation
Together our impact is greater

Brady Haynes
Vice President of Finance and Accounting
UPS Americas Region
CDC Foundation Finance Committee

Philip S. Jacobs
Founding Partner
The Pendelton Consulting Group
CDC Foundation Board Chair 2005-2010
CDC Foundation Advancement Committee

Charles H. McTier
Retired Trustee and Past President
Robert W. Woodruff Foundation, Joseph B. Whitehead Foundation and Lettie Pate Evans Foundation
Former CDC Foundation Board Member
CDC Foundation Advancement Committee

Preston Moister
Founder and Managing Partner
Third Century Investment Associates, LP
CDC Foundation Finance Committee

Marni T. Vliet
President
Marni Vliet Strategy
Former CDC Foundation Board Member
CDC Foundation Advancement Committee

Mark Volker
Retired Partner
PwC
CDC Foundation Finance Committee

Robert Yellowlees
Retired Chairman
Global Payments, Inc. and NDC Health Corporation
Former CDC Foundation Board Member

Selection Of Past Board Members

J. Veronica Biggins
Managing Partner
Diversified Search

Gary Cohen
Vice President, Global Health
BD
President
BD Foundation
CDC Foundation Board Chair 2010-2014

Carlos Dominguez
President and COO
Sprinklr

James W. Down
Former Vice Chairman
Mercer Management Consulting

Richard W. Edelman
President and CEO
Edelman

William H. Foege, MD, MPH
Former CDC Director
Founding CDC Foundation Board Member

James Hagedorn
Chairman and CEO
The Scotts Company

T. Marshall Hahn Jr., PhD
Retired Chairman and CEO
Georgia-Pacific Corporation
CDC Foundation Board Chair 1994-1996
(deceased)

George E. Hardy, MD, MPH, EIS '66
Retired Executive Director
The Association of State and Territorial Health Officials

Michelle Hooper
Managing Partner and Founder
The Directors' Council

Donald R. Hopkins, MD, MPH, EIS Hon '85
Vice President, Health Programs
The Carter Center

Bob Jeffrey
Chairman & CEO - Worldwide
JWT

Ruth Katz, JD, MPH
Director, Health, Medicine and Society Program
The Aspen Institute

Andrew R. Klepchick, Jr.
Principal
Homrich Berg

Julius R. Krevans, MD
Chancellor Emeritus
University of California at San Francisco Medical Center School of Medicine
(deceased)

Margaret E. Mahoney
Former President
MEM Associates, Inc.
CDC Foundation Board Chair 1996-1998
(deceased)

Bernard Marcus
Chairman, The Marcus Foundation
Co-founder and Director Emeritus, The Home Depot, Inc.
CDC Foundation Board Chair 1998-2001

Doug Nelson
Retired President and CEO
The Annie E. Casey Foundation
CDC Foundation Board Chair 2014 - 2019

Kent C. "Oz" Nelson
Retired Chair and CEO
United Parcel Service, Inc.
CDC Foundation Board Chair 2001-2005

David Ratcliffe
Retired Chairman, President and CEO
Southern Company

David Satcher, MD, PhD
Director, Satcher Health Leadership Institute
Center of Excellence on Health Disparities, Center of Excellence on Health Disparities, Poussaint-Satcher-Cosby Chair in Mental Health, Morehouse School of Medicine, 16th Surgeon General of the United States
Center of Excellence on Health Disparities,
Poussaint-Satcher-Cosby Chair in Mental Health,
Morehouse School of Medicine;
16th Surgeon General of the United States

Andrew J. Young
Chairman
Andrew J. Young Foundation

K mae

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 25, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** memorandum of agreement with the National Foundation for the Centers for Disease Control and Prevention, Inc. (VC# TBD), Atlanta, GA, at no cost to the Department for temporary employees to support the COVID-19 response in New Hampshire, with the option to renew through March 31, 2021 , effective upon Governor approval, through July 31, 2020.

Funding information is not provided because this memorandum of agreement is at no cost to the Department.

EXPLANATION

This request is **Sole Source** because the National Foundation for the Centers for Disease Control and Prevention, Inc. (CDC Foundation) is currently the only organization offering to provide specialized COVID-19 response services at no cost to the Department. The purpose of this memorandum of agreement is to allow for six (6) CDC Foundation employees to assist the State with the COVID-19 response. The employees will provide public health investigation and monitoring activities and be involved in the collection, analysis, interpretation, dissemination of COVID-19 related health data. Further, the employees will be involved with implementing and maintaining informational technology projects and associated tasks to support the COVID-19 response.

As referenced in Section 3 Terms and Conditions of the memorandum of agreement, the parties have the option to extend the agreement through March 31, 2021, contingent upon satisfactory delivery of services, available funding, agreement of the parties and governmental approval.

Area served: Statewide

Respectfully submitted,

for

Lori A. Shibinette
Commissioner

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CDC Foundation
Together our impact is greater

MEMORANDUM OF AGREEMENT

Contracting Party:	New Hampshire Department of Health and Human Services, Division of Public Health Services
Project Number:	4085 (MOA-2020-DPHS-01-SURGE-01)
Project Name:	COVID-19 Response

1. **PURPOSE**
The National Foundation for the Centers for Disease Control and Prevention, Inc. (hereafter CDC Foundation) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (hereafter Department or Contracting Party) and hereby enter into this Memorandum of Agreement (hereafter MOA) for the purpose of supporting the COVID-19 Response in New Hampshire (the Project"). The temporary employees provided through this MOA will support New Hampshire's response to the COVID-19 outbreak through the provision of professional services, including, but not limited to, and as appropriate to the specific job duties of each position, 1) investigation of COVID-19 cases to identify and notify their close contacts, 2) conducting public health monitoring activities, 3) collecting, analyzing, interpreting, and disseminating COVID-19 related health data, and 4) implementing and maintaining information technology projects and associated tasks to support the COVID-19 response.

2. **SCOPE OF SERVICES**
   2.1. Responsibilities of the Department. Under the terms of this MOA, the Department shall be responsible for:
   - Providing a safe and secure space in Central Office (or other appropriate location) for six (6) CDC Foundation employees.
   - Provide the CDC Foundation employees with safety training regarding use of the Department's designated workspace.
   - As may be required or necessary, provide the CDC Foundation employees with the following amenities: laptop, software, phone, printer access, copy machine access, meeting room access, kitchen/breakroom access, clearance to enter the designated workspace, and parking.
   - Ensure the safety of CDC Foundation employees, including utilizing safe infection prevention control practices and inform the CDC Foundation of CDC Foundation employees fall ill.
   - Notify the CDC Foundation if concerns arise regarding the CDC Foundation employees' ability to complete designated Project assignments.

   2.2. Responsibilities of the CDC Foundation. Under the terms of this MOA, CDC Foundation shall be responsible for:
   - The CDC Foundation will temporarily assign employee(s) to the work at the Department's designated workspace. The CDC Foundation employees will comply with the policies and procedures of the CDC Foundation.
   - CDC Foundation employees will be provided human resources support and training materials for successful onboarding including but not limited to information regarding benefits, instructions for the completion of timesheets and requests for leave.

3. **TERMS AND CONDITIONS**
   3.1. **Effective Dates.** This MOA shall be effective upon approval of the Governor of New Hampshire and will terminate on July 31, 2020, with an opportunity to extend through March 31, 2021

should the CDC Foundation's underlying cooperative agreement be extended. Any further extensions are subject to required governmental approval.

3.2. Termination.

- Either party may terminate this MOA by providing thirty (30) days written notice of termination to the other party.
- The Department may terminate this MOA for cause, default, or negligence on the CDC Foundation part at any time without thirty days advance written notice. The Department may, at its option, allow the CDC Foundation a reasonable time to cure the default before termination.

4. AMENDMENTS

The MOA may only be amended by written agreement of all parties, which must be executed in the same manner as the MOA.

5. REPORTING

The Department will provide the CDC Foundation with periodic progress reports and a final narrative report detailing the impact of having CDC Foundation employees on staff and how the CDC Foundation employees supported the COVID-19 response in the Department. The final report will be due upon the completion of the project.

6. CONFIDENTIALITY

6.1. The CDC Foundation will comply with all confidentiality obligations under federal and state laws and Department policies and requirements including but not limited to the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g, and the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), as applicable. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by the Department, or known or believed by the CDC Foundation or the CDC Foundation's employee or agent to be claimed as confidential or entitled to confidential treatment.

6.2. The CDC Foundation will not:

- access, view, use, or disclose confidential information without written authorization from the Department;
- discuss confidential information obtained in the course of its relationship with the Department with any other person or in any location outside of its area of responsibility in the Department; or
- make any unauthorized copy of confidential information, or remove or transfer this information to any unauthorized location or media.

6.3. The CDC Foundation will direct any request it receives for confidential information obtained through performance of services under this MOA, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the Department's Contracts Manager and the Department's Office of General Counsel as soon as possible, and in every case within one business day of receipt. If the CDC Foundation discloses confidential information pursuant to a properly completed authorization or legal process, order or requirement, the CDC Foundation must document the disclosure and make the documentation and authorization available for the Department's inspection and audit.

6.4. The CDC Foundation must immediately notify the Department's Privacy Officer at DHHSPrivacyOfficer@dhhs.nh.gov and the Department's Security Officer at DHHSInformationSecurityOffice@dhhs.nh.org of any unauthorized use or disclosure of confidential information received under this MOA. The CDC Foundation will immediately notify the Department of any suspected or actual breach of security of an individual's personal identifying information under applicable law.

6.5. The CDC Foundation's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the MOA.

7. **RECORDKEEPING, AUDITS, & INSPECTIONS**
The CDC Foundation shall create and maintain adequate records to document all matters covered by this MOA. CDC Foundation shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the MOA and make records available for inspection and audit at any time the Department deems necessary. If any litigation, claim or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. CDC Foundation shall allow the Department to inspect facilities and locations where activities under this MOA are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this MOA with no further obligation on the part of the Department.

CDC Foundation must dispose of records containing the Department's Confidential Information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential Information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, or any other information required by law to be treated as confidential, designated as confidential by the Department.

8. **LIABILITY, NO AGENCY RELATIONSHIP**
Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services pursuant to this MOA. Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this MOA.

9. **NON-DISCRIMINATION**
No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by the Department.

10. **DRUG FREE WORKPLACE**
By signing this MOA, the CDC Foundation certifies that it will comply with all applicable provisions of The Drug-free Workplace Act of 1988, 48 CFR § 52.223-6 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

11. **CHOICE OF LAW**
The MOA, any dispute, claim, or controversy relating to the MOA and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of New Hampshire.

12. **DISPUTES**
This MOA will be interpreted, applied and enforced pursuant to the laws of the State of New Hampshire, including New Hampshire's statutes of limitation and without regard to its conflict of law principles. Any action to enforce or interpret this Agreement, or arising therefrom, must be brought exclusively in the courts located in Merrimack County, New Hampshire and the parties hereby consent to the exclusive jurisdiction of these courts in any such litigation and waive any claim of forum non conveniens with respect thereto.

13. INSURANCE
Each party will maintain general liability insurance and workers compensation insurance, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its employees.

14. LICENSES
During the term of this MOA, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein. The CDC Foundation will immediately notify the Department if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of CDC Foundation or CDC Foundation's employees or agents providing or performing services under this MOA.

15. FINANCIAL RESPONSIBILITY
Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.

16. COMPLIANCE WITH LAWS
CDC Foundation shall comply with all applicable laws and regulations in the performance of this MOA.

17. SEVERABILITY
The invalidity or unenforceability of any provision of this MOA shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement.

"Department"

Ann Landry, Associate Commissioner
NH Department of Health and Human Services

6/15/20
Date

"CDC Foundation"
National Foundation for the Centers for Disease Control and Prevention, Inc.

DocuSigned by:
Monique S. Patrick
Monique S. Patrick, COO

6/11/2020 | 3:39:42 PM EDT
Date

The preceding Memorandum of Agreement, having been reviewed by this office, is approved as to form, substance, and execution.

NH Office of the Attorney General

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

06/16/20
Date

SEP25'20 PM12:57 DPS

D dam

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

Bureau of Rail & Transit
September 21, 2020

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17 and 2020-18 and suspend the Manual of Procedures 150, V., A., 5., requirement, Governor Sununu has authorized the Department of Transportation to enter into a contract with Concord Coach Lines, Inc. (Vendor 154207), Concord, NH, for an amount not to exceed $2,009,167.00 to provide emergency relief and offset a portion of Calendar Year 2020 net revenue losses arising from a temporary cessation of services and low ridership on their intercity and commuter bus services as a result of the COVID-19 Public Health Emergency. This contract is **retroactive** from March 1, 2020 through December 30, 2020.

Funding is available for FY 2021 as follows:	FY 2021
04-96-96-964010-1925 Private Intercity & Commuter Bus GOFERR 072-509073 – Grants Federal	$2,009,167.00

EXPLANATION

The State of New Hampshire issued Executive Order 2020-04 on March 13, 2020 declaring a state of emergency due to Novel Coronavirus. NH DOT received approval from the Governor for a **retroactive** contract with Concord Coach Lines, Inc. to support commuter bus transportation impacted by the Novel Coronavirus. On July 30, 2020, the Governor's Office for Emergency Relief and Recovery (GOFERR) submitted a memorandum to the Governor requesting a total of $7.5 million in funding for three NH-based private intercity and commuter bus services. All three requests have been separately approved by the Governor. This request is for Concord Coach Lines' portion as detailed within the memo, and is based on its intercity and commuter bus services between northern NH, Concord, and Boston along the I-93 corridor.

Prior to the COVID-19 pandemic, Concord Coach Lines was profitable and sustained by passenger fare revenue. Service was suspended from March 2020 until August 2020, resulting in substantial lost revenue. NHDOT reviewed Concord Coach Lines' revenue projections for 2020 as compared to the

actual revenues for the corresponding months in 2019. The requested $2,009,167.00 of CARES Act funds provided by GOFERR will enable Concord Coach Lines to recover a small portion of their total lost revenues; however, these funds are critical to enabling the company to resume crucial intercity and commuter bus services and to recover to its pre-pandemic economic vitality.

The agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and will be on file at the Department of Transportation.

In the event that Federal Funds become unavailable, General Funds will not be requested to support this program.

The Governor approved this CARES Act contract on September 18, 2020 (attached).

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
State House
Concord, NH 03301

Bureau of Rail & Transit
August 31, 2020

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Concord Coach Lines, Inc. (Vendor 154207), Concord, NH, for an amount not to exceed $2,009,167.00 to provide emergency relief and offset a portion of Calendar Year 2020 net revenue losses arising from a temporary cessation of services and low ridership on their intercity and commuter bus services as a result of the COVID-19 Public Health Emergency. Upon Governor approval this contract is **retroactive** from March 1, 2020 through December 30, 2020.

Funding is available for FY 2021 as follows:	FY 2021
04-96-96-964010-1925 Private Intercity & Commuter Bus GOFERR 072-509073 – Grants Federal	$2,009,167.00

EXPLANATION

The State of New Hampshire issued Executive Order 2020-04 on March 13, 2020 declaring a state of emergency due to Novel Coronavirus. NH DOT is requesting approval for a **retroactive** contract with Concord Coach Lines, Inc. to support commuter bus transportation impacted by the Novel Coronavirus. On July 30, 2020, the Governor's Office for Emergency Relief and Recovery (GOFERR) submitted a memorandum to the Governor requesting a total of $7.5 million in funding for three NH-based private intercity and commuter bus services. All three requests are being submitted separately for approval. This request is for Concord Coach Lines' portion as detailed within the memo, and is based on its intercity and commuter bus services between northern NH, Concord, and Boston along the I-93 corridor.

Prior to the COVID-19 pandemic, Concord Coach Lines was profitable and sustained by passenger fare revenue. Service was suspended from March 2020 until August 2020, resulting in substantial lost revenue. NHDOT reviewed Concord Coach Lines' revenue projections for 2020 as compared to the actual revenues for the corresponding months in 2019. The requested $2,009,167.00 of CARES Act funds provided by GOFERR will enable Concord Coach Lines to recover a small portion of their total lost revenues; however, these funds are critical to enabling the company to resume crucial intercity and commuter bus services and to recover to its pre-pandemic economic vitality.

The agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor approval will be on file at the Department of Transportation.

In the event that Federal Funds become unavailable, General Funds will not be requested to support this program.

Your approval of this resolution is respectfully requested.

Sincerely,

Victoria F. Sheehan
Commissioner

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15 and 2020-16 and suspend the Manual of Procedures 150, V., 5., requirement.

Sept. 18, 2020
Date

Name: Governor Christopher T. Sununu

Attachments

GOFERR COVID-19 Grant Agreement

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Department of Transportation

1.2. State Agency Address: 7 Hazen Drive, Concord, NH

1.3. Grantee Name: **Concord Coach Lines, Inc.**

1.4. Grantee Address: 7 Langdon Street, Concord, NH 03301

1.5 Grantee Telephone Number: (603) 228-3521

1.6. State Vendor Number: 154207

1.7. Completion Date: 12/30/2020

1.8. Grant Amount not to exceed: $2,009,167.00

1.9. Grant Officer for State Agency: Fred Butler

1.10. State Agency Telephone Number: (603) 271-2468

1.11. Grantee Signature: Designated Signing Authority

Date: 8/24/2020

Signature

Print Name: Kenneth J. Hunter Title: Vice President

1.12. State of New Hampshire Signature:

Date: 9/10/2020

Signature

Print Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail and Transit

2. SCOPE OF ALLOWABLE USE OF FUNDS

In exchange for grant funds from the State award under the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "DOT"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, defined as: To provide emergency financial relief and address net revenue losses experienced due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19), occurring between March 1, 2020 and December 30, 2020. This funding will assist in the resumption of

Initials

Date 8-24-2020

services that were directly impacted in terms of ridership and profitability and were shut down for 4+ months. Service shall resume on August 16, 2020 and be provided through December 30, 2020. (Note – There is no Federal Award Identification Number (FAIN) known to the State for this award).

The allowable purposes and use of funds are more specifically described in EXHIBIT A.

3. EFFECTIVE DATE: COMPLETION OF GRANT

This Agreement, is entered into and authorized by Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the DOT in paragraph 1.12 ("the effective date").

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed in their entirety prior to December 30, 2020.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT

The Grant Amount is identified in paragraph 1.8 and is more particularly described in EXHIBIT B, attached hereto. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Grant, as determined by the DOT, the DOT shall pay the Grantee the Grant Amount.

The payment by the DOT of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, the DOT shall have no liabilities to the Grantee other than the Grant Amount.

Notwithstanding anything 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 Grant limitation set forth in Paragraph 1.8 of these general provisions.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS

In connection with the performance of the Grant, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS

Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep

detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DOT, the Governor's Office for Emergency Relief and Recovery (GOFERR), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DOT, the GOFERR, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DOT, GOFERR, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3 of these provisions

7. PERSONNEL

The Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all GOFERR and federal personnel and labor laws applicable to its employees.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding anything in this Agreement to the contrary, all obligations of the GOFERR and/or DOT hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the GOFERR or DOT be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the GOFERR or DOT 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 Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
Failure to perform the Grant satisfactorily or on schedule;
Failure to submit any report required hereunder;
Failure to maintain, or permit access to, the records required hereunder; or

Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, the DOT may take any one, or more, or all, of the following actions:

Give the Grantee 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 Grantee notice of termination; and

Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the DOT determines that the Grantee has cured the Event of Default shall never be paid to the Grantee;

Set off against any other obligation the DOT may owe to the Grantee any damages the DOT suffers by reason of any Event of Default;

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the DOT, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and/or

Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION

In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the DOT shall entitle the Grantee to retain the portion of the Grant amount earned up to and including the date of termination.

The approval of such a Termination Report by the DOT shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the DOT as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the DOT or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

11. CONFLICT OF INTEREST

No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

12. GRANTEE'S RELATION TO THE DOT

In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the DOT. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the DOT nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the DOT to its employees.

13. ASSIGNMENT AND SUBCONTRACTS

The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the DOT.

14. INDEMNIFICATION

The Grantee shall defend, indemnify and hold harmless the DOT, its officers and employees, from and against any and all losses suffered by the DOT, its officers and employees, and any and all claims, liabilities or penalties asserted against the DOT, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the DOT, which immunity is hereby reserved to the DOT. This covenant shall survive the termination of this Agreement.

15. INSURANCE AND BOND

The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:
Statutory workmen's compensation and employees' liability insurance for all employees engaged in the performance of the Grant; and
Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death in any

one incident, and $500,000 for property damage in any one incident; and
The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State and authorized to do business in the State of New Hampshire.

16. WAIVER OF BREACH

No failure by the DOT to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the DOT to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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, by United States Mail, addressed to the parties at the addresses first above given.

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 under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire if required, or by the signing State Agency.

19. CONSTRUCTION OF AGREEMENT AND TERMS

This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

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. 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.

22. SPECIAL PROVISIONS

The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

GRANT AGREEMENT EXHIBIT A

Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee, Concord Coach Lines, will use the grant funds for financial relief and to address net revenue losses experienced due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19), occurring between March 1, 2020 and December 30, 2020. This funding will assist in the resumption of services that were directly impacted in terms of ridership and profitability and were shut down for 4+ months. Service shall resume on August 16, 2020 and be provided through December 30, 2020.

2. Grantee agrees and covenants that the funds will be used solely for an allowable purpose as defined in in the CARES Act, H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, defined as:

a. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
b. Expenditures that were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
c. Were incurred during the period that begins on March 1, 2020, and for purposes of this Agreement, ends on December 30, 2020.

3. Should other funding become available for services related to this grant, the DOT reserves the right to demand repayment up to an amount equal to that paid as part of this award.

4. To the extent that Grantee is making sub-awards from this award, Grantee shall develop and use a template for sub-awards that will be subject to review and approval by the DOT before use to ensure that the sub-awards contain adequate provisions that the funds can only be used for allowable CARES Act costs and require compliance with other applicable 2 CFR 200 requirements.

5. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.

6. Grantee may charge direct costs and indirect costs as provided by 2 CFR 200 Subpart E, Cost Principles.

7. Reporting: Grantee shall provide monthly reports electronically to the DOT grant officer by e-mail or other electronic means subsequently designated by the DOT by the 15th of the month detailing the uses of the grant funds to date. The Grantee shall include in such report expenses and costs related to COVID-19 for which the grant funds have been used, and shall break down the reporting by facility location at the town level.

8. Any portion of the grant not expended by Grantee for allowable costs by December 30, 2020, must be returned to the State with the closeout report described in Exhibit C.

Initials [illegible]
Date 8-28-2020

9. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. EXHIBIT I and J should be returned completed with the executed Grant Agreement, and must be received completed before any disbursement can be made. This requirement must be passed through to sub-recipients.

10. The U.S. Treasury may issue subsequent or further guidance on allowable uses of Coronavirus Relief Funds. Therefore, the DOT may periodically issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into this Agreement. The Grantee agrees to abide by any SG, SN or other instructions issued by the DOT.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx. Payment will be by check or ACH, depending on the vendor registration.

Payments shall be made in equal monthly installments, of $200,916.70, for the March 2020 – December 2020 period. Following each month, the Grantee shall provide the DOT with an invoice requesting their monthly installment. Invoices shall include supporting documentation listing and certifying the actual monthly revenue received and that the monthly lost revenue, as compared to the corresponding month in 2019, exceeds the amount invoiced.

In the event that services are reduced to the extent services are no longer consistent with those proposed to the DOT, a new method of payment may be implemented by the DOT after consultation with the Grantee.

Initials JW
Date 8-24-2020

GRANT AGREEMENT EXHIBIT C

Special Provisions

1. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), are considered legally binding and enforceable documents under this contract. The DOT reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

2. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Grantee shall complete an audit at the end of the Grantee's fiscal year ending after December 30, 2020.

   The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to the DOT within one month of the time of receipt by the Grantee accompanied by an action plan, if applicable, for each finding or questioned cost.

3. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.

4. Program and financial records pertaining to this contract shall be retained by the Grantee for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

5. The following paragraphs shall be added to the general provisions:

   "23. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

   "24. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance."

   "25. COPELAND ANTI-KICKBACK ACT. All contracts in excess of $2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Grantee, subcontractor or subgrantee shall be prohibited from

Initials NN
Date 9-24-2020

inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Grantee should report all suspected violations to the DOT."

"26. PROCUREMENT. Grantee shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)"

"27. CLOSE OUT OF CONTRACT. By January 15, 2021 Grantee shall submit a final report electronically to the DOT grant officer by e-mail or other electronic means subsequently designated by the DOT of the uses of the grant funds through December 30, 2020, and shall break down the reporting by facility location at the town level. In the event that Grantee has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall be returned with the final report to the DOT, by check payable to Treasurer, State of New Hampshire.

Initials
Date 8-14-2020

GRANT AGREEMENT EXHIBIT D

Drug-Free Workplace

The Grantee 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 Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

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-Grantees), 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-Grantees) 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. Grantees using this form should send it to:

Fred Butler
7 Hazen Drive
Concord, NH 03301
Frederick.Butler@dot.nh.gov

(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—

Initials UW
Date 8-14-2020

(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. Places of Performance:

7 Langdon Street	30 Stickney Avenue
Concord, NH 03301	Concord, NH 03301

Check ☐ if there are workplaces on file that are not identified here.

Concord Coach Lines	March 1, 2020 – December 30, 2020
Grantee Name	Period Covered by this Certification

Kenneth J. Hunter Vice President
Name and Title of Authorized Grantee Representative

Grantee Representative Signature — Date 8/24/2020

Initials KJH
Date 8-24-2020

GRANT AGREEMENT EXHIBIT E
Lobbying

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): Coronavirus Relief Fund

Contract Period: March 1, 2020 – December 30, 2020

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-l.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Kenneth J. Hunter	Vice President
Grantee Representative Signature	Grantee's Representative Title
Kenneth J. Hunter	8-24-2020
Grantee Name	Date

Initials KJH
Date 8-24-2020

GRANT AGREEMENT EXHIBIT F
Debarment

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

(1) By signing and submitting this Grant Agreement, the Grantee 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 Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOT determination whether to enter into this transaction. However, failure of the Grantee 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 the DOT determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DOT may terminate this transaction for cause or default.
(4) The Grantee shall provide immediate written notice to the DOT, to whom this Grant is submitted if at any time the Grantee 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.
(6) The Grantee agrees by submitting this Grant 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 the DOT.
(7) The Grantee further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the DOT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
(8) A Grantee in a covered transaction may rely upon a certification of Grantee 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 Grantee 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 Non-Procurement 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 Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Initials
Date 8-24-2020

(10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee 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, the DOT may terminate this transaction for cause or default.

Initials DW
Date 3-23-2020

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The Grantee 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 Grant 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 (l) (b) of this certification; and

(d) have not, within a three-year period preceding this Grant, 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 Grant.

Kenneth J. Hunter — Vice President

Grantee Representative Signature — Grantee's Representative Title

Kenneth J. Hunter — 8-24-2020

Print Grantee Name — Date

Initials KJH
Date 4-24-2020

GRANT AGREEMENT EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Grantee identified in Section 1.3 of the General Provisions agrees by signature of the Grantee's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this Grant Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Grantee Representative Signature	Vice President Grantee's Representative Title
Kenneth J. Hunter Printed Grantee Name	8-24-2020 Date

Initials KJH
Date 8-24-2020

GRANT AGREEMENT EXHIBIT H

CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for 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.
By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Kenneth J. Hunter	Vice President
Grantee Representative Signature	Grantee's Representative Title
Kenneth J. Hunter	8-24-2020
Printed Grantee Name	Date

Initials KJH
Date 8-24-2020

GRANT AGREEMENT EXHIBIT I

ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Concord Coach Lines (hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Grantee by the DOT with federal CARES Act funds, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the DOT, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from the DOT. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the DOT, GOFERR, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of CARES Act funds extended by the DOT upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the DOT, GOFERR, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Grantee by the DOT including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the DOT).

Kenneth J. Hunter	Vice President
Grantee Representative Signature	Grantee's Representative Title
Kenneth J. Hunter	8-24-2020
Printed Grantee Name	Date

Initials KJH
Date 8-24-2020

GRANT AGREEMENT EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the DOT must report the following information for any grant award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

Grantees must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee's representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to the DOT and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Kenneth J. Hunter	Vice President
Grantee Representative Signature	Grantee Representative Title
Kenneth J. Hunter	8/24/2020
Printed Grantee Name	Date

Initials KJH
Date 8-24-2020

GRANT AGREEMENT EXHIBIT J cont.
CERTIFICATION

As the Grantee 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: 018899872

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?

_X_ 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

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: ____

Name: _____ Amount: ____

Name: _____ Amount: ____

Name: _____ Amount: ____

Name: _____ Amount: ____

GOFERR

EXHIBITS TO CONTRACT

CONCORD COACH LINES

CONTRACT	General Provisions
EXHIBIT A	Scope of Allowable Use of Coronavirus Relief Fund Grant
EXHIBIT B	Methods and Conditions of Payment
EXHIBIT C	Special Provisions
EXHIBIT D	Drug-Free Workplace
EXHIBIT E	Lobbying
EXHIBIT F	Debarment
EXHIBIT G	ADA Certification
EXHIBIT H	Public Law 103-227, Part C
EXHIBIT I	OMB Burden Disclosure Statement
EXHIBIT J	Federal Funding Accountability and Transparency Act Compliance

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

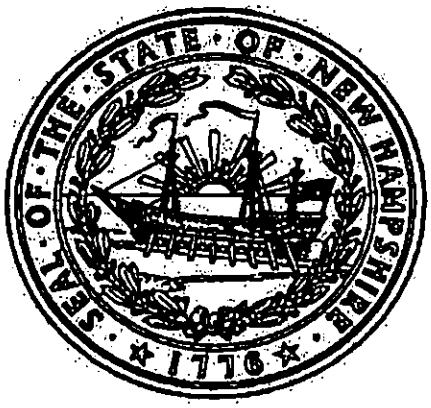
2 CFR Part 200

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 CONCORD COACH LINES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 28, 1955. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **10095**
Certificate Number: **0004982440**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of August A.D. 2020.

William M. Gardner
Secretary of State

CONCORD COACH LINES, INC.

CERTIFICATE OF VOTE

I, Harry W. Blunt, hereby certify that I am President of Concord Coach Lines, Inc.

I hereby certify the following is a true copy of a vote taken at a special meeting of the Board of Directors of the corporation held on August 20, 2020 at an office of the corporation in Concord, New Hampshire, at which a quorum of the Board was present and voting.

VOTED: That Kenneth J. Hunter, as Vice President of said corporation, is hereby authorized and empowered to execute all documents between the State of New Hampshire, and its subdivisions, and Concord Coach Lines, Inc. relating to the corporation's intercity bus service. Further, authorizing said officer to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

KELSEA J HALE
NOTARY PUBLIC
MY COMMISSION EXPIRES
11/25/2024
STATE OF NEW HAMPSHIRE

Harry W. Blunt
President
Concord Coach Lines, Inc.

Subscribed and sworn before me this 20th day of August 2020.

Kelsea J Hale
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 11/25/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2020

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
THE ROWLEY AGENCY INC.
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511

CONTACT NAME: Jennifer Letendre
PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012
E-MAIL ADDRESS: jletendre@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Interstate Insurance Co	32620
INSURER B: Acadia Insurance Co.	31325
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Concord Coach Lines, Inc.
7 Langdon Street
Concord NH 03301

COVERAGES CERTIFICATE NUMBER: 20/21 CC 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Primary GL layer GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		YPP1107620-14	5/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 5,000,000 $ 50,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 1,000,000	
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			YPP1107620-14	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 100,000 $ $ $ $	
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			Excess of primary auto only YEX1107620-14 YEX1107621-14	5/1/2020	5/1/2021	EACH OCCURRENCE AGGREGATE	$ 9,900,000 $ 9,900,000 $	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Sect 3A: NH,MA,ME,NY WCA5326280-12	12/31/2019	12/31/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of New Hampshire, Dept. of Transportation, is an additional insured for liability only when required by written contract.

CERTIFICATE HOLDER
(603)271-6767
State of New Hampshire
Department of Transportation
7 Hazen Dr.
Concord, NH 03301-0483

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
Robert Simpson/JLP

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Contract Agreement
New Hampshire Department of Transportation
And
Concord Coach Lines, Inc.

The Subrecipient, **Concord Coach Lines, Inc.**, shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances.

This subaward includes information required by 2 CFR Part 200 as follows:

Subrecipient Name: **Concord Coach Lines, Inc.**
Subrecipient DUNS number: **018899872**
Federal Award Identification Number (FAIN): **TBD**
Type of Federal Award: **Coronavirus Relief Fund** Federal Award Date: **TBD**

Period of Performance:
FFY: 2020 Start Date: 3/1/20 End Date: 12/30/20

Federal Funds Obligated by the Action:
For SFY: 2021 Section: **Coronavirus Relief Fund** Amount: **$2,009,167**

Total Amount of Federal Funds Obligated to Subrecipient:
For SFY: 2021 Section: **Coronavirus Relief Fund** Amount: **$2,009,167**

Total Amount of Federal Award:
Section: **Coronavirus Relief Fund** Amount: **$2,009,167**
Catalog of Federal Domestic Assistance (CDFA) number: 20.019 FFY: 2020

Federal Award Project Description: **Coronavirus Relief Fund**
(As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

Is this award for research and development: No

Provide the indirect cost rate for the federal award: N/A

Name of Federal Awarding Agency: Federal Transit Administration
Grantee: New Hampshire Department of Transportation

Contact Information for Awarding Official:
Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit
Email: Patrick.Herlihy@dot.nh.gov Phone: 603-271-2449

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E -RM

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

Bureau of Rail & Transit
September 21, 2020

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17 and 2020-18 and suspend the Manual of Procedures 150, V., A., 5., requirement, Governor Sununu has authorized the Department of Transportation to enter into a contract with Jalbert Leasing, Inc. d/b/a C&J Bus Lines (Vendor 156196), Portsmouth, NH, for an amount not to exceed $3,487,247.00 to provide emergency relief and offset a portion of Calendar Year 2020 net revenue losses arising from a temporary cessation of services and low ridership on their intercity and commuter bus services as a result of the COVID-19 Public Health Emergency. This contract is **retroactive** from March 1, 2020 through December 30, 2020.

Funding is available for FY 2021 as follows:	FY 2021
04-96-96-964010-1925 Private Intercity & Commuter Bus GOFERR 072-509073 – Grants Federal	$3,487,247.00

EXPLANATION

The State of New Hampshire issued Executive Order 2020-04 on March 13, 2020 declaring a state of emergency due to Novel Coronavirus. NH DOT received approval from the Governor for a **retroactive** contract with C&J Bus Lines to support commuter bus transportation impacted by the Novel Coronavirus. On July 30, 2020, the Governor's Office for Emergency Relief and Recovery (GOFERR) submitted a memorandum to the Governor requesting a total of $7.5 million in funding for three NH-based private intercity and commuter bus services. All three requests have been separately approved by the Governor. This request is for C&J Bus Lines' portion as detailed within the memo, and is based on its intercity and commuter bus services between Dover and Portsmouth, NH and Boston along the I-95 corridor.

Prior to the COVID-19 pandemic, C&J Bus Lines was profitable and sustained by passenger fare revenue. Service was suspended from March 2020 until August 2020, resulting in substantial lost revenue. NHDOT reviewed C&J Bus Lines' revenue projections for 2020 as compared to the actual revenues for the corresponding months in 2019. The requested $3,487,247.00 of CARES Act funds

provided by GOFERR will enable C&J Bus Lines to recover a small portion of their total lost revenues; however, these funds are critical to enabling the company to resume crucial intercity and commuter bus services and to recover to its pre-pandemic economic vitality.

The agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and will be on file at the Department of Transportation.

In the event that Federal Funds become unavailable, General Funds will not be requested to support this program.

The Governor approved this CARES Act contract on September 18, 2020 (attached).

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments

New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
State House
Concord, NH 03301

Bureau of Rail & Transit
August 31, 2020

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Jalbert Leasing, Inc. d/b/a C&J Bus Lines (Vendor 156196), Portsmouth, NH, for an amount not to exceed $3,487,247.00 to provide emergency relief and offset a portion of Calendar Year 2020 net revenue losses arising from a temporary cessation of services and low ridership on their intercity and commuter bus services as a result of the COVID-19 Public Health Emergency. Upon Governor approval this contract is **retroactive** from March 1, 2020 through December 30, 2020.

Funding is available for FY 2021 as follows:	FY 2021
04-96-96-964010-1925 Private Intercity & Commuter Bus GOFERR 072-509073 – Grants Federal	$3,487,247.00

EXPLANATION

The State of New Hampshire issued Executive Order 2020-04 on March 13, 2020 declaring a state of emergency due to Novel Coronavirus. NH DOT is requesting approval for a **retroactive** contract with C&J Bus Lines to support commuter bus transportation impacted by the Novel Coronavirus. On July 30, 2020, the Governor's Office for Emergency Relief and Recovery (GOFERR) submitted a memorandum to the Governor requesting a total of $7.5 million in funding for three NH-based private intercity and commuter bus services. All three requests are being submitted separately for approval. This request is for C&J Bus Lines' portion as detailed within the memo, and is based on its intercity and commuter bus services between Dover and Portsmouth, NH and Boston along the I-95 corridor.

Prior to the COVID-19 pandemic, C&J Bus Lines was profitable and sustained by passenger fare revenue. Service was suspended from March 2020 until August 2020, resulting in substantial lost revenue. NHDOT reviewed C&J Bus Lines' revenue projections for 2020 as compared to the actual revenues for the corresponding months in 2019. The requested $3,487,247.00 of CARES Act funds provided by GOFERR will enable C&J Bus Lines to recover a small portion of their total lost revenues; however, these funds are critical to enabling the company to resume crucial intercity and commuter bus services and to recover to its pre-pandemic economic vitality.

The agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to the Governor approval will be on file at the Department of Transportation.

In the event that Federal Funds become unavailable, General Funds will not be requested to support this program.

Your approval of this resolution is respectfully requested.

Sincerely,

Victoria F. Sheehan
Commissioner

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15 and 2020-16 and suspend the Manual of Procedures 150, V., 5., requirement.

Sept. 8, 2020
Date

Name: Governor Christopher T. Sununu

Attachments

GOFERR COVID-19 Grant Agreement

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Department of Transportation

1.2. State Agency Address: 7 Hazen Drive, Concord, NH

1.3. Grantee Name: **Jalbert Leasing, Inc. d/b/a C & J Bus Lines**

1.4. Grantee Address: 185 Grafton Drive Portsmouth, NH 03801

1.5 Grantee Telephone Number: (603) 433-8986

1.6. State Vendor Number: 156196

1.7. Completion Date: 12/30/2020

1.8. Grant Amount not to exceed: $3,487,247.00

1.9. Grant Officer for State Agency: Fred Butler

1.10. State Agency Telephone Number: (603) 271-2468

1.11. Grantee Signature: Designated Signing Authority

Date: 8/24/2020

Signature

Print Name: Jamie Lesniak Title: Vice President

1.12. State of New Hampshire Signature:

Date: 9/10/2020

Signature

Print Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail and Transit

2. SCOPE OF ALLOWABLE USE OF FUNDS

In exchange for grant funds from the State award under the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "DOT"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, defined as: To provide emergency financial relief and address net revenue losses experienced due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19), occurring between March 1, 2020 and December 30, 2020. This funding will assist in the resumption of

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services that were directly impacted in terms of ridership and profitability and were shut down for 4+ months. Service shall resume on August 23, 2020 and be provided through December 30, 2020. (Note – There is no Federal Award Identification Number (FAIN) known to the State for this award).

The allowable purposes and use of funds are more specifically described in EXHIBIT A.

3. EFFECTIVE DATE: COMPLETION OF GRANT

This Agreement, is entered into and authorized by Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the DOT in paragraph 1.12 ("the effective date").

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed in their entirety prior to December 30, 2020.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT

The Grant Amount is identified in paragraph 1.8 and is more particularly described in EXHIBIT B, attached hereto. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Grant, as determined by the DOT, the DOT shall pay the Grantee the Grant Amount.

The payment by the DOT of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, the DOT shall have no liabilities to the Grantee other than the Grant Amount.

Notwithstanding anything 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 Grant limitation set forth in Paragraph 1.8 of these general provisions.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS

In connection with the performance of the Grant, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS

Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep

detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DOT, the Governor's Office for Emergency Relief and Recovery (GOFERR), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DOT, the GOFERR, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DOT, GOFERR, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3 of these provisions

7. PERSONNEL

The Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all GOFERR and federal personnel and labor laws applicable to its employees.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding anything in this Agreement to the contrary, all obligations of the GOFERR and/or DOT hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the GOFERR or DOT be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the GOFERR or DOT 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 Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
Failure to perform the Grant satisfactorily or on schedule;
Failure to submit any report required hereunder;
Failure to maintain, or permit access to, the records required hereunder; or

Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, the DOT may take any one, or more, or all, of the following actions:

Give the Grantee 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 Grantee notice of termination; and

Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the DOT determines that the Grantee has cured the Event of Default shall never be paid to the Grantee;

Set off against any other obligation the DOT may owe to the Grantee any damages the DOT suffers by reason of any Event of Default;

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the DOT, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and/or

Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION

In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the DOT shall entitle the Grantee to retain the portion of the Grant amount earned up to and including the date of termination.

The approval of such a Termination Report by the DOT shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the DOT as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the DOT or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

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11. CONFLICT OF INTEREST

No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

12. GRANTEE'S RELATION TO THE DOT

In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the DOT. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the DOT nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the DOT to its employees.

13. ASSIGNMENT AND SUBCONTRACTS

The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the DOT.

14. INDEMNIFICATION

The Grantee shall defend, indemnify and hold harmless the DOT, its officers and employees, from and against any and all losses suffered by the DOT, its officers and employees, and any and all claims, liabilities or penalties asserted against the DOT, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the DOT, which immunity is hereby reserved to the DOT. This covenant shall survive the termination of this Agreement.

15. INSURANCE AND BOND

The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:
Statutory workmen's compensation and employees' liability insurance for all employees engaged in the performance of the Grant; and
Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death in any

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one incident, and $500,000 for property damage in any one incident; and
The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State and authorized to do business in the State of New Hampshire.

16. WAIVER OF BREACH

No failure by the DOT to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the DOT to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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, by United States Mail, addressed to the parties at the addresses first above given.

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 under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire if required, or by the signing State Agency.

19. CONSTRUCTION OF AGREEMENT AND TERMS

This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

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. 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.

22. SPECIAL PROVISIONS

The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

GRANT AGREEMENT EXHIBIT A

Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee, Jalbert Leasing, Inc. d/b/a C & J Bus Lines, will use the grant funds for financial relief and to address net revenue losses experienced due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19), occurring between March 1, 2020 and December 30, 2020. This funding will assist in the resumption of services that were directly impacted in terms of ridership and profitability and were shut down for 4+ months. Service shall resume on August 23, 2020 and be provided through December 30, 2020.

2. Grantee agrees and covenants that the funds will be used solely for an allowable purpose as defined in in the CARES Act, H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, defined as:

a. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
b. Expenditures that were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
c. Were incurred during the period that begins on March 1, 2020, and for purposes of this Agreement, ends on December 30, 2020.

3. Should other funding become available for services related to this grant, the DOT reserves the right to demand repayment up to an amount equal to that paid as part of this award.

4. To the extent that Grantee is making sub-awards from this award, Grantee shall develop and use a template for sub-awards that will be subject to review and approval by the DOT before use to ensure that the sub-awards contain adequate provisions that the funds can only be used for allowable CARES Act costs and require compliance with other applicable 2 CFR 200 requirements.

5. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.

6. Grantee may charge direct costs and indirect costs as provided by 2 CFR 200 Subpart E, Cost Principles.

7. Reporting: Grantee shall provide monthly reports electronically to the DOT grant officer by e-mail or other electronic means subsequently designated by the DOT by the 15th of the month detailing the uses of the grant funds to date. The Grantee shall include in such report expenses and costs related to COVID-19 for which the grant funds have been used, and shall break down the reporting by facility location at the town level.

8. Any portion of the grant not expended by Grantee for allowable costs by December 30, 2020

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must be returned to the State with the closeout report described in Exhibit C.

9. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. EXHIBIT I and J should be returned completed with the executed Grant Agreement, and must be received completed before any disbursement can be made. This requirement must be passed through to sub-recipients.

10. The U.S. Treasury may issue subsequent or further guidance on allowable uses of Coronavirus Relief Funds. Therefore, the DOT may periodically issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into this Agreement. The Grantee agrees to abide by any SG, SN or other instructions issued by the DOT.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx. Payment will be by check or ACH, depending on the vendor registration.

Payments shall be made in equal monthly installments, of $348,724.70, for the March 2020 – December 2020 period. Following each month, the Grantee shall provide the DOT with an invoice requesting their monthly installment. Invoices shall include supporting documentation listing and certifying the actual monthly revenue received and that the monthly lost revenue, as compared to the corresponding month in 2019, exceeds the amount invoiced.

In the event that services are reduced to the extent services are no longer consistent with those proposed to the DOT, a new method of payment may be implemented by the DOT after consultation with the Grantee.

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GRANT AGREEMENT EXHIBIT C

Special Provisions

1. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), are considered legally binding and enforceable documents under this contract. The DOT reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

2. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Grantee shall complete an audit at the end of the Grantee's fiscal year ending after December 30, 2020.

   The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to the DOT within one month of the time of receipt by the Grantee accompanied by an action plan, if applicable, for each finding or questioned cost.

3. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.

4. Program and financial records pertaining to this contract shall be retained by the Grantee for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

5. The following paragraphs shall be added to the general provisions:

   "23. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

   "24. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance."

   "25. COPELAND ANTI-KICKBACK ACT. All contracts in excess of $2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Grantee, subcontractor or subgrantee shall be prohibited from

inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Grantee should report all suspected violations to the DOT."

"26. PROCUREMENT. Grantee shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)"

"27. CLOSE OUT OF CONTRACT. By January 15, 2021 Grantee shall submit a final report electronically to the DOT grant officer by e-mail or other electronic means subsequently designated by the DOT of the uses of the grant funds through December 30, 2020, and shall break down the reporting by facility location at the town level. In the event that Grantee has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall be returned with the final report to the DOT, by check payable to Treasurer, State of New Hampshire.

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GRANT AGREEMENT EXHIBIT D

Drug-Free Workplace

The Grantee 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 Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

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-Grantees), 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-Grantees) 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. Grantees using this form should send it to:

Fred Butler
7 Hazen Drive
Concord, NH 03301
Frederick.Butler@dot.nh.gov

(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—

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(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. Places of Performance:

185 Grafton Drive	23 Indian Brook Drive	18 Jessie Doe Road
Portsmouth, NH 03801	Dover, NH 03820	Rollinsford, NH 03869

Check ☐ if there are workplaces on file that are not identified here.

Jalbert Leasing, Inc. d/b/a C & J Bus Lines	March 1, 2020 – December 30, 2020
Grantee Name	Period Covered by this Certification

Jamie Lesniak, Vice President
Name and Title of Authorized Grantee Representative

Grantee Representative Signature — Date: 8/24/2020

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GRANT AGREEMENT EXHIBIT E
Lobbying

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): Coronavirus Relief Fund

Contract Period: March 1, 2020 – December 30, 2020

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-l.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

	Vice President
Grantee Representative Signature	Grantee's Representative Title
Jamie Lesniak	8/24/2020
Grantee Name	Date

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GRANT AGREEMENT EXHIBIT F
Debarment

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

(1) By signing and submitting this Grant Agreement, the Grantee 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 Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOT determination whether to enter into this transaction. However, failure of the Grantee 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 the DOT determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DOT may terminate this transaction for cause or default.
(4) The Grantee shall provide immediate written notice to the DOT, to whom this Grant is submitted if at any time the Grantee 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.
(6) The Grantee agrees by submitting this Grant 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 the DOT.
(7) The Grantee further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the DOT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
(8) A Grantee in a covered transaction may rely upon a certification of Grantee 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 Grantee 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 Non-Procurement 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 Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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(10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee 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, the DOT may terminate this transaction for cause or default.

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The Grantee 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 Grant 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 (l) (b) of this certification; and

(d) have not, within a three-year period preceding this Grant, 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 Grant.

	Vice President
Grantee Representative Signature	Grantee's Representative Title
Jamie Lesniak	8/24/2020
Print Grantee Name	Date

Initials
Date 8/24/20

GRANT AGREEMENT EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Grantee identified in Section 1.3 of the General Provisions agrees by signature of the Grantee's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this Grant Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

	Vice President
Grantee Representative Signature	Grantee's Representative Title
Jamie Lesniak	8/24/2020
Printed Grantee Name	Date

Initials
Date 8/24/20

GRANT AGREEMENT EXHIBIT H

CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for 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.
By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

	Vice President
Grantee Representative Signature	Grantee's Representative Title
Jamie Leshak	8/24/2020
Printed Grantee Name	Date

Initials
Date 8/24/20

GRANT AGREEMENT EXHIBIT I

ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Jalbert Leasing, Inc. d/b/a C & J Bus Lines (hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Grantee by the DOT with federal CARES Act funds, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the DOT, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Initials
Date 8/24/20

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from the DOT. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the DOT, GOFERR, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of CARES Act funds extended by the DOT upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the DOT, GOFERR, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Grantee by the DOT including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the DOT).

	Vice President
Grantee Representative Signature	Grantee's Representative Title
Jamie LeSmak	8/24/2020
Printed Grantee Name	Date

Initials
Date 8/24/20

GRANT AGREEMENT EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the DOT must report the following information for any grant award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

Grantees must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee's representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to the DOT and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

	Vice President
Grantee Representative Signature	Grantee Representative Title
Jamie Lesniak	8/24/2020
Printed Grantee Name	Date

Initials
Date 8/24/20

GRANT AGREEMENT EXHIBIT J cont.
CERTIFICATION

As the Grantee 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: 782488548

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

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: ____

Name: _____ Amount: ____

Name: _____ Amount: ____

Name: _____ Amount: ____

Name: _____ Amount: ____

Initials _____ Date 8/24/20

GOFERR

EXHIBITS TO CONTRACT

JALBERT LEASING, INC. d/b/a C & J BUS LINES

CONTRACT	General Provisions
EXHIBIT A	Scope of Allowable Use of Coronavirus Relief Fund Grant
EXHIBIT B	Methods and Conditions of Payment
EXHIBIT C	Special Provisions
EXHIBIT D	Drug-Free Workplace
EXHIBIT E	Lobbying
EXHIBIT F	Debarment
EXHIBIT G	ADA Certification
EXHIBIT H	Public Law 103-227, Part C
EXHIBIT I	OMB Burden Disclosure Statement
EXHIBIT J	Federal Funding Accountability and Transparency Act Compliance

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

2 CFR Part 200

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 JALBERT LEASING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 13, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **96616**
Certificate Number: **0004892973**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of April A.D. 2020.

William M. Gardner
Secretary of State

Come ride with us.

C&J

Corporate Resolution

I, James Jalbert, hereby certify that I am duly elected President of Jalbert Leasing, Inc. d/b/a C&J Bus Lines. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors duly called and held on August 17, 2020, at which a quorum of the Directors was present and voting.

> **VOTED**: That *Jamie Lesniak, Secretary* is duly authorized to enter into contracts or agreements on behalf of Jalbert Leasing, Inc. d/b/a C&J Bus Lines with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which ma in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that he/she has full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 8/17/20 **ATTEST**: James M. Jalbert, President

JALBE-1

OP ID: KT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/31/2019

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 have ADDITIONAL INSURED provisions or 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 781-642-9000
Eastern States Insurance Agency, Inc.
50 Prospect Street
Waltham, MA 02453

CONTACT NAME:
PHONE (A/C, No, Ext): 781-642-9000 FAX (A/C, No): 781-647-3670
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: West American Insurance Co.	
INSURER B: National Interstate Ins. Co.	32620
INSURER C: Associated Employers Ins Co	
INSURER D: Ohio Casualty Insurance Co	24074
INSURER E:	
INSURER F:	

INSURED Jalbert Leasing, Inc.
dba C&J Bus Lines
185 Grafton Drive
Portsmouth, NH 03801

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BKW2059327754	01/01/2020	01/01/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
	X						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			YPP 2200300-00 DED $2,500	01/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 100,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X PP/Service X Phys Dam						Charter/Transit	$ 20,000 DED
B	UMBRELLA LIAB X OCCUR			YEX 2200300-00 (XS AUTO)	01/01/2020	05/01/2021	EACH OCCURRENCE	$ 4,900,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$ Follow Form
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCC-500-5006573-2020A	01/01/2020	01/01/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N 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
A	Equipment Floater See pg 2-add'l cov			BKW2059327754 DED $1,000	01/01/2020	01/01/2021	Scheduled	273,646

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

23 Indian Brook Drive, Dover, NH, & 185 Grafton Drive, Portsmouth, NH

CERTIFICATE HOLDER

NH-TRSP

State of New Hampshire
Department of Transportation
Bureau of Rail & Transit
7 Hazen Drive
Concord, NH 03302-0483

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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EXCESS AUTO
Insurance Comapany(B)- National Interstate
Policy Number - YEX 2200301-00
Policy Period - 1/1/20-5/1/21
Each Occurrence/Aggregate Limit - $5,000,000

EXCESS AUTO
Insurance Comapany(B)- National Interstate
Policy Number - YEX 2200302-00
Policy Period - 1/1/20-5/1/21
Each Occurrence/Aggregate Limit - $5,000,000

EXCESS AUTO
Insurance Comapany(B)- National Interstate
Policy Number - YEX 2200303-00
Policy Period - 1/1/20-5/1/21
Each Occurrence/Aggregate Limit - $5,000,000

EXCESS GENERAL LIABILITY
Insurance Company (D)- The Ohio Casualty Insurance Company
Policy Number - US059327754
Policy Period - 1/1/20-21
Each Occurrence/Aggregate - $4,000,000

JALBE-1

OP ID: KT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/31/2019

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 have ADDITIONAL INSURED provisions or 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 781-642-9000
Eastern States Insurance Agency, Inc.
60 Prospect Street
Waltham, MA 02453

CONTACT NAME:
PHONE (A/C, No, Ext): 781-642-9000 FAX (A/C, No): 781-647-3670
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: West American Insurance Co.	
INSURER B: National Interstate Ins. Co.	32620
INSURER C: Associated Employers Ins Co	
INSURER D: Ohio Casualty Insurance Co	24074
INSURER E:	
INSURER F:	

INSURED Jalbert Leasing, Inc.
dba C&J Bus Lines
185 Grafton Drive
Portsmouth, NH 03801

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		BKW2059327764	01/01/2020	01/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY X PP/Service X Phys Dam			YPP 2200300-00 DED $2,500	01/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Charter/Transit	$ 100,000 $ $ $ $ 20,000 DED
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			YEX 2200300-00 (XS AUTO)	01/01/2020	05/01/2021	EACH OCCURRENCE AGGREGATE	$ 4,900,000 $ $ Follow Form
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCC-500-5006573-2020A	01/01/2020	01/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Equipment Floater See pg 2-add'l cov			BKW2059327764 DED $1,000	01/01/2020	01/01/2021	Scheduled	273,646

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The State of New Hampshire, Department of Transportation is included as additional insured with regard to General Liability when required by written contract or agreement. 30 day notice of cancellation applies.

CERTIFICATE HOLDER STATTNH

State of New Hampshire
Department of Transportation
Attn: Shelly Winters
P.O. Box 483, 7 Hazen Drive
Concord, NH 03302-0483

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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JALBE-1

OP ID: KT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/31/2019

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Eastern States Insurance Agency, Inc.
50 Prospect Street
Waltham, MA 02453

CONTACT NAME:
PHONE (A/C, No, Ext): 781-642-9000 FAX (A/C, No): 781-647-3670
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: West American Insurance Co.	
INSURER B: National Interstate Ins. Co.	32620
INSURER C: Associated Employers Ins Co	
INSURER D: Ohio Casualty Insurance Co	24074
INSURER E:	
INSURER F:	

INSURED Jalbert Leasing, Inc.
dba C&J Bus Lines
185 Grafton Drive
Portsmouth, NH 03801

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			BKW2059327754	01/01/2020	01/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
	X						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 100,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS			YPP 2200300-00 DED $2,500	01/01/2020	05/01/2021	BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	X PP/Service X Phys Dam						Charter/Transit	$ 20,000 DED
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,900,000
	X EXCESS LIAB CLAIMS-MADE			YEX 2200300-00 (XS AUTO)	01/01/2020	05/01/2021	AGGREGATE	$
	DED RETENTION $							$ Follow Form
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		WCC-500-5006573-2020A	01/01/2020	01/01/2021	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
A	Equipment Floater See pg 2-add'l cov			BKW2059327754 DED $1,000	01/01/2020	01/01/2021	Scheduled	273,646

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFQ DOT 2019-01

CERTIFICATE HOLDER

New Hampshire Dept. of Transportation
Attn: Shelley Winters
P.O. Box 483
Concord, NH 03302

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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EXCESS AUTO
Insurance Comapany(B)- National Interstate
Policy Number - YEX 2200301-00
Policy Period - 1/1/20-5/1/21
Each Occurrence/Aggregate Limit - $5,000,000

EXCESS AUTO
Insurance Comapany(B)- National Interstate
Policy Number - YEX 2200302-00
Policy Period - 1/1/20-5/1/21
Each Occurrence/Aggregate Limit - $5,000,000

EXCESS AUTO
Insurance Comapany(B)- National Interstate
Policy Number - YEX 2200303-00
Policy Period - 1/1/20-5/1/21
Each Occurrence/Aggregate Limit - $5,000,000

EXCESS GENERAL LIABILITY
Insurance Company (D)- The Ohio Casualty Insurance Company
Policy Number - US059327754
Policy Period - 1/1/20-21
Each Occurrence/Aggregate - $4,000,000

NHMTA
NEW HAMPSHIRE MOTOR TRANSPORT ASSOCIATION

P.O. Box 3898
Concord, NH 03302-3898
(603) 224-7337

CERTIFICATE OF INSURANCE

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.

This is to certify that: Jalbert Leasing, Inc. dba C & J Bus Lines
185 Grafton Drive
Portsmouth, NH 03801

Certificate #: 9

is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: NH

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	Continuous*			
	Extended			
	Policy Term			
Workers' Compensation Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: ☑ If yes, describe under Description of Operations below	01/01/2020-01/01/2021	P000874NHMTA2020	Bodily Injury By Accident	$500,000
			Bodily Injury by Disease Policy Limit	$500,000
			Bodily Injury by Disease Each Person	$500,000
Description of Operations:				
ADDITIONAL COMMENTS:				

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

New Hampshire Department of Transportation
7 Hazen Drive

Concord, NH 033020483

Authorized Representative

Concord, NH	603-224-7337	12/17/2019
Office	Phone Number	Date Issued

RECEIVED
DEC 23 2019
RAIL & TRANSIT

NHMTA
NEW HAMPSHIRE MOTOR TRANSPORT ASSOCIATION

P.O. Box 3898
Concord, NH 03302-3898
(603) 224-7337

CERTIFICATE OF INSURANCE

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.

This is to certify that: Jalbert Leasing, Inc. dba C & J Bus Lines
185 Grafton Drive
Portsmouth, NH 03801

Certificate #: 10

is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: NH

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	Continuous*			
	Extended			
	Policy Term			
Workers' Compensation Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: ☑ If yes, describe under Description of Operations below	01/01/2020-01/01/2021	P000674NHMTA2020	Bodily Injury By Accident	$500,000
			Bodily Injury by Disease Policy Limit	$500,000
			Bodily Injury by Disease Each Person	$500,000
Description of Operations:				
ADDITIONAL COMMENTS:				

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

NH DOT - Bureau of Rail & Transit
7 Hazen Drive PO Box 483

Concord, NH 03302

Authorized Representative

Concord, NH	603-224-7337	12/17/2019
Office	Phone Number	Date Issued

RECEIVED
DEC 23 2019
RAIL & TRANSIT

Contract Agreement
New Hampshire Department of Transportation
And
Jalbert Leasing, Inc. d.b.a. C&J Bus Lines

The Subrecipient, **Jalbert Leasing, Inc. d.b.a. C&J Bus Lines**, shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances.

This subaward includes information required by 2 CFR Part 200 as follows:

Subrecipient Name: **Jalbert Leasing, Inc. d.b.a. C&J Bus Lines**
Subrecipient DUNS number: **782488548**
Federal Award Identification Number (FAIN): **TBD**
Type of Federal Award: **Coronavirus Relief Fund** Federal Award Date: **TBD**

Period of Performance:
FFY: 2020 Start Date: 3/1/20 End Date: 12/30/20

Federal Funds Obligated by the Action:
For SFY: 2021 Section: **Coronavirus Relief Fund** Amount: **$3,487,247.00**

Total Amount of Federal Funds Obligated to Subrecipient:
For SFY: 2021 Section: **Coronavirus Relief Fund** Amount: **$3,487,247.00**
Total Amount of Federal Award:
Section: **Coronavirus Relief Fund** Amount: **$3,487,247.00**
Catalog of Federal Domestic Assistance (CDFA) number: 20.019 FFY: 2020

Federal Award Project Description: **Coronavirus Relief Fund**
(As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

Is this award for research and development: No

Provide the indirect cost rate for the federal award: N/A

Name of Federal Awarding Agency: Federal Transit Administration
Grantee: New Hampshire Department of Transportation

Contact Information for Awarding Official:
Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit
Email: Patrick.Herlihy@dot.nh.gov Phone: 603-271-2449

SEP25'20 PM12:53 DAS

F Adm

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

Bureau of Rail & Transit
September 21, 2020

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17 and 2020-18 and suspend the Manual of Procedures 150, V., A., 5., requirement, Governor Sununu has authorized the Department of Transportation to enter into a contract with Dartmouth Transportation Company, Inc. d/b/a Dartmouth Coach (Vendor 174313), Concord, NH, for an amount not to exceed $2,003,586.00 to provide emergency relief and offset a portion of Calendar Year 2020 net revenue losses arising from a temporary cessation of services and low ridership on their intercity and commuter bus services as a result of the COVID-19 Public Health Emergency. This contract is **retroactive** from March 1, 2020 through December 30, 2020.

Funding is available for FY 2021 as follows:	FY 2021
04-96-96-964010-1925 Private Intercity & Commuter Bus GOFERR 072-509073 – Grants Federal	$2,003,586.00

EXPLANATION

The State of New Hampshire issued Executive Order 2020-04 on March 13, 2020 declaring a state of emergency due to Novel Coronavirus. NH DOT received approval from the Governor for a **retroactive** contract with Dartmouth Transportation Company to support commuter bus transportation impacted by the Novel Coronavirus. On July 30, 2020, the Governor's Office for Emergency Relief and Recovery (GOFERR) submitted a memorandum to the Governor requesting a total of $7.5 million in funding for three NH-based private intercity and commuter bus services. All three requests have been separately approved by the Governor. This request is for Dartmouth Coach's portion as detailed within the memo, and is based on its intercity and commuter bus services between Hanover, Lebanon and New London, NH and Boston along the I-89 & I-93 corridors.

Prior to the COVID-19 pandemic, Dartmouth Coach was profitable and sustained by passenger fare revenue. Service was suspended from March 2020 until August 2020, resulting in substantial lost revenue. NHDOT reviewed Dartmouth Coach's revenue projections for 2020 as compared to the actual revenues for the corresponding months in 2019. The requested $2,003,586.00 of CARES Act funds

provided by GOFERR will enable Dartmouth Coach to recover a small portion of their total lost revenues; however, these funds are critical to enabling the company to resume crucial intercity and commuter bus services and to recover to its pre-pandemic economic vitality.

The agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and will be on file at the Department of Transportation.

In the event that Federal Funds become unavailable, General Funds will not be requested to support this program.

The Governor approved this CARES Act contract on September 18, 2020 (attached).

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments

New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
State House
Concord, NH 03301

Bureau of Rail & Transit
August 25, 2020

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Dartmouth Transportation Company, Inc. d/b/a Dartmouth Coach (Vendor 174313), Concord, NH, for an amount not to exceed $2,003,586.00 to provide emergency relief and offset a portion of Calendar Year 2020 net revenue losses arising from a temporary cessation of services and low ridership on their intercity and commuter bus services as a result of the COVID-19 Public Health Emergency. Upon Governor approval this contract is **retroactive** from March 1, 2020 through December 30, 2020.

Funding is available for FY 2021 as follows:	FY 2021
04-96-96-964010-1925 Private Intercity & Commuter Bus GOFERR 072-509073 – Grants Federal	$2,003,586.00

EXPLANATION

The State of New Hampshire issued Executive Order 2020-04 on March 13, 2020 declaring a state of emergency due to Novel Coronavirus. NH DOT is requesting approval for a **retroactive** contract with Dartmouth Transportation Company to support commuter bus transportation impacted by the Novel Coronavirus. On July 30, 2020, the Governor's Office for Emergency Relief and Recovery (GOFERR) submitted a memorandum to the Governor requesting a total of $7.5 million in funding for three NH-based private intercity and commuter bus services. All three requests are being submitted separately for approval. This request is for Dartmouth Coach's portion as detailed within the memo, and is based on its intercity and commuter bus services between Hanover, Lebanon and New London, NH and Boston along the I-89 & I-93 corridors.

Prior to the COVID-19 pandemic, Dartmouth Coach was profitable and sustained by passenger fare revenue. Service was suspended from March 2020 until August 2020, resulting in substantial lost revenue. NHDOT reviewed Dartmouth Coach's revenue projections for 2020 as compared to the actual revenues for the corresponding months in 2019. The requested $2,003,586.00 of CARES Act funds provided by GOFERR will enable Dartmouth Coach to recover a small portion of their total lost revenues; however, these funds are critical to enabling the company to resume crucial intercity and commuter bus services and to recover to its pre-pandemic economic vitality.

The agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor approval will be on file at the Department of Transportation.

In the event that Federal Funds become unavailable, General Funds will not be requested to support this program.

Your approval of this resolution is respectfully requested.

Sincerely,

Victoria F. Sheehan
Commissioner

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15 and 2020-16 and suspend the Manual of Procedures 150, V., 5., requirement.

SEPT. 18, 2020
Date

Name: Governor Christopher T. Sununu

Attachments

GOFERR COVID-19 Grant Agreement

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Department of Transportation

1.2. State Agency Address: 7 Hazen Drive, Concord, NH

1.3. Grantee Name: **Dartmouth Transportation Company, Inc.**

1.4. Grantee Address: 7 Langdon Street, Concord, NH 03301

1.5 Grantee Telephone Number: (603) 228-3535

1.6. State Vendor Number: 174313

1.7. Completion Date: 12/30/2020

1.8. Grant Amount not to exceed: $2,003,586.00

1.9. Grant Officer for State Agency: Fred Butler

1.10. State Agency Telephone Number: (603) 271-2468

1.11. Grantee Signature: Designated Signing Authority

V.P. Date: 8/24/2020

Signature

Print Name: Kenneth J. Hunter Title: Vice President

1.12. State of New Hampshire Signature:

Date: 9/10/2020

Signature

Print Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail and Transit

2. SCOPE OF ALLOWABLE USE OF FUNDS

In exchange for grant funds from the State award under the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "DOT"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, defined as: To provide emergency financial relief and address net revenue losses experienced due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19), occurring between March 1, 2020 and December 30, 2020. This funding will assist in the resumption of

services that were directly impacted in terms of ridership and profitability and were shut down for 4+ months. Service shall resume on August 16, 2020 and be provided through December 30, 2020. (Note – There is no Federal Award Identification Number (FAIN) known to the State for this award).

The allowable purposes and use of funds are more specifically described in EXHIBIT A.

3. EFFECTIVE DATE: COMPLETION OF GRANT

This Agreement, is entered into and authorized by Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the DOT in paragraph 1.12 ("the effective date").

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed in their entirety prior to December 30, 2020.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT

The Grant Amount is identified in paragraph 1.8 and is more particularly described in EXHIBIT B, attached hereto. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Grant, as determined by the DOT, the DOT shall pay the Grantee the Grant Amount.

The payment by the DOT of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, the DOT shall have no liabilities to the Grantee other than the Grant Amount.

Notwithstanding anything 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 Grant limitation set forth in Paragraph 1.8 of these general provisions.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS

In connection with the performance of the Grant, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS

Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep

detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the DOT, the Governor's Office for Emergency Relief and Recovery (GOFERR), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the DOT, the GOFERR, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the DOT, GOFERR, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3 of these provisions

7. PERSONNEL

The Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all GOFERR and federal personnel and labor laws applicable to its employees.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding anything in this Agreement to the contrary, all obligations of the GOFERR and/or DOT hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the GOFERR or DOT be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the GOFERR or DOT 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 Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
Failure to perform the Grant satisfactorily or on schedule;
Failure to submit any report required hereunder;
Failure to maintain, or permit access to, the records required hereunder; or

Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, the DOT may take any one, or more, or all, of the following actions:

Give the Grantee 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 Grantee notice of termination; and

Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the DOT determines that the Grantee has cured the Event of Default shall never be paid to the Grantee;

Set off against any other obligation the DOT may owe to the Grantee any damages the DOT suffers by reason of any Event of Default;

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the DOT, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and/or

Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION

In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the DOT shall entitle the Grantee to retain the portion of the Grant amount earned up to and including the date of termination.

The approval of such a Termination Report by the DOT shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the DOT as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the DOT or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

11. CONFLICT OF INTEREST

No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

12. GRANTEE'S RELATION TO THE DOT

In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the DOT. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the DOT nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the DOT to its employees.

13. ASSIGNMENT AND SUBCONTRACTS

The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the DOT.

14. INDEMNIFICATION

The Grantee shall defend, indemnify and hold harmless the DOT, its officers and employees, from and against any and all losses suffered by the DOT, its officers and employees, and any and all claims, liabilities or penalties asserted against the DOT, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the DOT, which immunity is hereby reserved to the DOT. This covenant shall survive the termination of this Agreement.

15. INSURANCE AND BOND

The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:
Statutory workmen's compensation and employees' liability insurance for all employees engaged in the performance of the Grant; and
Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death in any

one incident, and $500,000 for property damage in any one incident; and
The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State and authorized to do business in the State of New Hampshire.

16. WAIVER OF BREACH

No failure by the DOT to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the DOT to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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, by United States Mail, addressed to the parties at the addresses first above given.

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 under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire if required, or by the signing State Agency.

19. CONSTRUCTION OF AGREEMENT AND TERMS

This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

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. 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.

22. SPECIAL PROVISIONS

The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

GRANT AGREEMENT EXHIBIT A

Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee, Dartmouth Transportation Company, Inc., will use the grant funds for financial relief and to address net revenue losses experienced due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19), occurring between March 1, 2020 and December 30, 2020. This funding will assist in the resumption of services that were directly impacted in terms of ridership and profitability and were shut down for 4+ months. Service shall resume on August 16, 2020 and be provided through December 30, 2020.

2. Grantee agrees and covenants that the funds will be used solely for an allowable purpose as defined in in the CARES Act, H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, defined as:

a. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
b. Expenditures that were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
c. Were incurred during the period that begins on March 1, 2020, and for purposes of this Agreement, ends on December 30, 2020.

3. Should other funding become available for services related to this grant, the DOT reserves the right to demand repayment up to an amount equal to that paid as part of this award.

4. To the extent that Grantee is making sub-awards from this award, Grantee shall develop and use a template for sub-awards that will be subject to review and approval by the DOT before use to ensure that the sub-awards contain adequate provisions that the funds can only be used for allowable CARES Act costs and require compliance with other applicable 2 CFR 200 requirements.

5. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.

6. Grantee may charge direct costs and indirect costs as provided by 2 CFR 200 Subpart E, Cost Principles.

7. Reporting: Grantee shall provide monthly reports electronically to the DOT grant officer by e-mail or other electronic means subsequently designated by the DOT by the 15th of the month detailing the uses of the grant funds to date. The Grantee shall include in such report expenses and costs related to COVID-19 for which the grant funds have been used, and shall break down the reporting by facility location at the town level.

8. Any portion of the grant not expended by Grantee for allowable costs by December 30, 2020,

Initials KAW
Date 8-24-2020

must be returned to the State with the closeout report described in Exhibit C.

9. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. EXHIBIT I and J should be returned completed with the executed Grant Agreement, and must be received completed before any disbursement can be made. This requirement must be passed through to sub-recipients.

10. The U.S. Treasury may issue subsequent or further guidance on allowable uses of Coronavirus Relief Funds. Therefore, the DOT may periodically issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into this Agreement. The Grantee agrees to abide by any SG, SN or other instructions issued by the DOT.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx. Payment will be by check or ACH, depending on the vendor registration.

Payments shall be made in equal monthly installments, of $200,358.60, for the March 2020 – December 2020 period. Following each month, the Grantee shall provide the DOT with an invoice requesting their monthly installment. Invoices shall include supporting documentation listing and certifying the actual monthly revenue received and that the monthly lost revenue, as compared to the corresponding month in 2019, exceeds the amount invoiced.

In the event that services are reduced to the extent services are no longer consistent with those proposed to the DOT, a new method of payment may be implemented by the DOT after consultation with the Grantee.

GRANT AGREEMENT EXHIBIT C

Special Provisions

1. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), are considered legally binding and enforceable documents under this contract. The DOT reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

2. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Grantee shall complete an audit at the end of the Grantee's fiscal year ending after December 30, 2020.

   The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to the DOT within one month of the time of receipt by the Grantee accompanied by an action plan, if applicable, for each finding or questioned cost.

3. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.

4. Program and financial records pertaining to this contract shall be retained by the Grantee for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

5. The following paragraphs shall be added to the general provisions:

   "23. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

   "24. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance."

   "25. COPELAND ANTI-KICKBACK ACT. All contracts in excess of $2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Grantee, subcontractor or subgrantee shall be prohibited from

inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Grantee should report all suspected violations to the DOT."

"26. PROCUREMENT. Grantee shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)"

"27. CLOSE OUT OF CONTRACT. By January 15, 2021 Grantee shall submit a final report electronically to the DOT grant officer by e-mail or other electronic means subsequently designated by the DOT of the uses of the grant funds through December 30, 2020, and shall break down the reporting by facility location at the town level. In the event that Grantee has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall be returned with the final report to the DOT, by check payable to Treasurer, State of New Hampshire.

GRANT AGREEMENT EXHIBIT D

Drug-Free Workplace

The Grantee 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 Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

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-Grantees), 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-Grantees) 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. Grantees using this form should send it to:

Fred Butler
7 Hazen Drive
Concord, NH 03301
Frederick.Butler@dot.nh.gov

(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. Places of Performance

7 Langdon Street	13 Labombard Road
Concord, NH 03301	Lebanon, NH 03766

Check ☐ if there are workplaces on file that are not identified here.

Dartmouth Transportation Company, Inc.	March 1, 2020 – December 30, 2020
Grantee Name	Period Covered by this Certification

Kenneth J. Hunter Vice President
Name and Title of Authorized Grantee Representative

Kenneth J. Hunter 8·24·2020
Grantee Representative Signature Date

Initials KJH
Date 8-24-2020

GRANT AGREEMENT EXHIBIT E
Lobbying

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): Coronavirus Relief Fund

Contract Period: March 1, 2020 – December 30, 2020

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-l.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Kenneth J. Hunter	Vice President
Grantee Representative Signature	Grantee's Representative Title
Kenneth J. Hunter	8-24-2020
Grantee Name	Date

Initials KJH
Date 8-24-2020

GRANT AGREEMENT EXHIBIT F
Debarment

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

(1) By signing and submitting this Grant Agreement, the Grantee 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 Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOT determination whether to enter into this transaction. However, failure of the Grantee 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 the DOT determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DOT may terminate this transaction for cause or default.
(4) The Grantee shall provide immediate written notice to the DOT, to whom this Grant is submitted if at any time the Grantee 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.
(6) The Grantee agrees by submitting this Grant 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 the DOT.
(7) The Grantee further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the DOT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
(8) A Grantee in a covered transaction may rely upon a certification of Grantee 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 Grantee 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 Non-Procurement 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 Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Initials [illegible]
Date 8-24-2021

(10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee 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, the DOT may terminate this transaction for cause or default.

Initials _____
Date 8-24-2020

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The Grantee 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 Grant 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 (l) (b) of this certification; and

(d) have not, within a three-year period preceding this Grant, 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 Grant.

Kenneth J. Hunter — Vice President

Grantee Representative Signature — Grantee's Representative Title

Kenneth J. Hunter — 8-24-2020

Print Grantee Name — Date

Initials KJH
Date 8-24-2020

GRANT AGREEMENT EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Grantee identified in Section 1.3 of the General Provisions agrees by signature of the Grantee's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this Grant Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Grantee Representative Signature	Vice President Grantee's Representative Title
Kenneth J. Hunter Printed Grantee Name	8-24-2020 Date

Initials KJH
Date 8-24-2020

GRANT AGREEMENT EXHIBIT H

CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for 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.
By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Kenneth J. Hunter	Vice President
Grantee Representative Signature	Grantee's Representative Title
Kenneth J. Hunter	8-24-2020
Printed Grantee Name	Date

Initials KJH
Date 8-24-2020

GRANT AGREEMENT EXHIBIT I

ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Dartmouth Transportation Company, Inc. (hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Grantee by the DOT with federal CARES Act funds, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the DOT, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Initials [illegible]
Date 8-24-2020

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from the DOT. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the DOT, GOFERR, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of CARES Act funds extended by the DOT upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the DOT, GOFERR, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Grantee by the DOT including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the DOT).

Kenneth J. Hunter	Vice President
Grantee Representative Signature	Grantee's Representative Title
KENNETH J. HUNTER	8-24-2020
Printed Grantee Name	Date

Initials KJH
Date 8-24-2020

GRANT AGREEMENT EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the DOT must report the following information for any grant award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

Grantees must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee's representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to the DOT and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Kenneth J. Hunter	Vice President
Grantee Representative Signature	Grantee Representative Title
KENNETH J. HUNTER	8-24-2020
Printed Grantee Name	Date

Initials KJH
Date 8-24-2020

GRANT AGREEMENT EXHIBIT J cont.
CERTIFICATION

As the Grantee 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: 080207568

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?

_X_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

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: ____

Name: _____ Amount: ____

Name: _____ Amount: ____

Name: _____ Amount: ____

Name: _____ Amount: ____

GOFERR

EXHIBITS TO CONTRACT

DARTMOUTH TRANSPORTATION COMPANY, INC.

CONTRACT	General Provisions
EXHIBIT A	Scope of Allowable Use of Coronavirus Relief Fund Grant
EXHIBIT B	Methods and Conditions of Payment
EXHIBIT C	Special Provisions
EXHIBIT D	Drug-Free Workplace
EXHIBIT E	Lobbying
EXHIBIT F	Debarment
EXHIBIT G	ADA Certification
EXHIBIT H	Public Law 103-227, Part C
EXHIBIT I	OMB Burden Disclosure Statement
EXHIBIT J	Federal Funding Accountability and Transparency Act Compliance

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

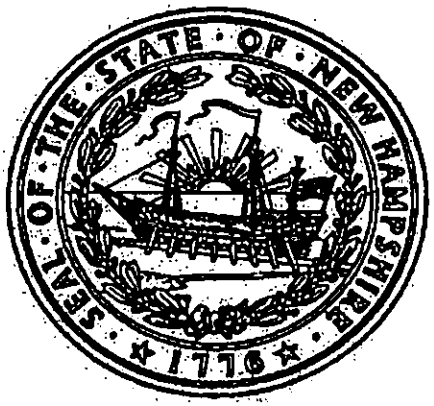
2 CFR Part 200

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 DARTMOUTH TRANSPORTATION COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on January 31, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 222871
Certificate Number: 0004982452



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of August A.D. 2020.

William M. Gardner
Secretary of State

DARTMOUTH TRANSPORTATION COMPANY, INC.

CERTIFICATE OF VOTE

I, Harry W. Blunt, hereby certify that I am the President of Dartmouth Transportation Company, Inc.

I hereby certify the following is a true copy of a vote taken at a special meeting of the Board of Directors of the corporation held on August 20, 2020 at an office of the corporation in Concord, New Hampshire, at which a quorum of the Board was present and voting.

VOTED: That Kenneth J. Hunter, as Vice President of said corporation, is hereby authorized and empowered to execute all documents between the State of New Hampshire, and its subdivisions, and Dartmouth Transportation Company, Inc. relating to the corporation's intercity bus service. Further, authorizing said officer to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

KELSEA J HALE
NOTARY PUBLIC
MY COMMISSION EXPIRES 11/25/2024
STATE OF NEW HAMPSHIRE

Harry W. Blunt
President
Dartmouth Transportation Company, Inc.

Subscribed and sworn before me this 20th day of August 2020.

Kelsea J Hale
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 11/25/2024

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2020

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
THE ROWLEY AGENCY INC.
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511

CONTACT NAME: Jennifer Letendre
PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-0012
E-MAIL ADDRESS: jletendre@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Interstate Ins Co	32620
INSURER B: Acadia Insurance Company	31325
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Dartmouth Transportation Company, Inc
7 Langdon Street
Concord NH 03301

COVERAGES CERTIFICATE NUMBER: 20/21 DART 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Primary GL layer only GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		YP91107620-14	5/01/2020	5/10/2021	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			YP91107620-14	5/01/2020	5/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 100,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $ 0			Excess of primary auto only YEX1107620-14 YEX1107621-14	5/01/2020	5/01/2021	EACH OCCURRENCE	$ 9,900,000
							AGGREGATE	$ 9,900,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Sect 3A States: NH,MA,ME,NY WCA5326280-12	12/31/2019	12/31/2020	X PER STATUTE / OTHER	
							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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of New Hampshire, Dept. of Transportation, is an additional insured for liability only when required by written contract.

CERTIFICATE HOLDER
(603)271-6767
State of New Hampshire
Department of Transportation
7 Hazen Dr.
Concord, NH 03301-0483

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
Robert Simpson/JLP

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Contract Agreement
New Hampshire Department of Transportation
And
Dartmouth Transportation Company, Inc.

The Subrecipient, **Dartmouth Transportation Company, Inc.**, shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances.

This subaward includes information required by 2 CFR Part 200 as follows:

Subrecipient Name: **Dartmouth Transportation Company, Inc.**
Subrecipient DUNS number: **080207568**
Federal Award Identification Number (FAIN): **TBD**
Type of Federal Award: **Coronavirus Relief Fund** Federal Award Date: **TBD**

Period of Performance:
FFY: 2020 Start Date: 3/1/20 End Date: 12/30/20

Federal Funds Obligated by the Action:
For SFY: 2021 Section: **Coronavirus Relief Fund** Amount: $2,003,586.00
Total Amount of Federal Funds Obligated to Subrecipient:
For SFY: 2021 Section: **Coronavirus Relief Fund** Amount: $2,003,586.00

Total Amount of Federal Award:
Section: **Coronavirus Relief Fund** Amount: $2,003,586.00
Catalog of Federal Domestic Assistance (CDFA) number: 20.019 FFY: 2020

Federal Award Project Description: **Coronavirus Relief Fund**
(As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

Is this award for research and development: No

Provide the indirect cost rate for the federal award: N/A

Name of Federal Awarding Agency: Federal Transit Administration
Grantee: New Hampshire Department of Transportation

Contact Information for Awarding Official:
Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit
Email: Patrick.Herlihy@dot.nh.gov Phone: 603-271-2449