



New Hampshire Governor's Commission on Disability

35 AB



"Removing Barriers to Equality"

Margaret Wood Hassan, Governor
Paul Van Blarigan, Chair
Charles J. Saia, Executive Director

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

May 21, 2015

REQUESTED ACTION

Authorize the Governor's Commission on Disability to enter into an agreement with Northeast Deaf and Hard of Hearing Services, Inc. (NDHHS) of Concord, NH (vendor code 159021-B001) in an amount not to exceed \$184,500.00, for the distribution of telecommunications equipment, for the period beginning July 1, 2015 or upon Governor and Council approval, whichever is later, through June 30, 2017. 100% Other Funds (PUC).

Funding is anticipated to be available in the following account 01-02-02-020510-1007, Telecommunications Assistance, pending budget authorization.

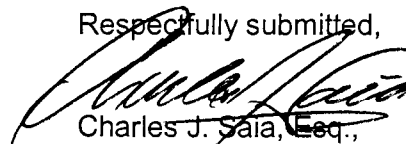
<u>Account Number</u>	<u>Description</u>	<u>FY2016</u>	<u>FY2017</u>
571-500929	Pass Thru Grants	\$92,250.00	\$92,250.00

EXPLANATION

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

A Request for Proposals was published in the State of New Hampshire's Contract Postings Division, from March 5, 2015 to March 20, 2015, inclusive as well as The Union Leader on March 9, 10 and 11, 2015, for the continuation of this program. NDHHS, 57 Regional Drive, Concord, NH was the sole bidder. This proposal was reviewed by two members of the TEAP Committee, the Executive Director and Research & Information Specialist of the Commission. The proposal was rated based on various factors including quality of services and adequacy of resources. After a full review, all were in agreement that NDHHS proved best able to provide the most complete service to the widest range of people with disabilities. In the event that funds become no longer available, no general funds will be requested to support this contract

Respectfully submitted,



Charles J. Saia, Esq.,
Executive Director

TITLE XXXIV PUBLIC UTILITIES

CHAPTER 362-E TELECOMMUNICATIONS EQUIPMENT ASSISTANCE PROGRAM

Section 362-E:1

362-E:1 Definitions. – In this chapter:

I. "Commission" means the governor's commission on disability established in RSA 275-C.

II. "Telecommunications equipment assistance" means a teletypewriter or other telecommunications equipment used by a qualified person to conduct telephone communications.

III. "Telecommunications relay service" means a service transmitting messages and information between a person using standard telephone equipment for spoken communications and a qualified person using telecommunications equipment assistance.

IV. "Qualified person" means a person who is unable to reasonably use standard telephone equipment due to a disability, such as being deaf, hard of hearing, speech impaired, paraplegic, or unable to use his or her arms.

Source. 1996, 240:1. 1999, 337:4. 2002, 219:9, eff. July 1, 2002.

Section 362-E:2

362-E:2 Administration. – The commission shall administer the telecommunications equipment assistance program and shall implement the program by contract with one or more entities.

Source. 1996, 240:1. 1999, 337:5, eff. Jan. 2, 2000.

Section 362-E:3

362-E:3 Duties. – The commission shall:

I. Establish:

(a) A program that will enable qualified persons in New Hampshire to access telephone service through the use of telecommunications equipment assistance.

(b) Eligibility criteria, which shall include ability to pay. The telecommunications equipment assistance program shall pay the full costs for persons whose income levels do not exceed 200 percent of the federal poverty level guidelines published in the Federal Register, exclusive of disability-related expenses.

(c) Guidelines for verifying the applicant's impairment and eligibility.

(d) Limits on equipment availability.

II. Contract services for:

(a) Distributing equipment.

(b) Teaching applicants how to use or access any adaptive equipment.

(c) Evaluating the needs of an applicant in the applicant's customary environment.

(d) Providing assistance to applicants with selection, design, fit, application, and other issues related to the use of assistive devices.

III. Consult with the New Hampshire Telecommunications Relay Services Advisory Board on methods to enhance the current telecommunications relay service and increase accessibility.

IV. Perform any other functions necessary to implement the provisions of this chapter.

Source. 1996, 240:1. 1999, 337:6, eff. Jan. 2, 2000; 337:7, eff. Jan. 2, 2000.

Section 362-E:4

362-E:4 Cooperation. – The commission may cooperate with any local, state, or federal agency or any private organization necessary to implement the provisions of this chapter.

Source. 1996, 240:1, eff. July 1, 1996.

Section 362-E:5

362-E:5 Rulemaking. – The commission shall adopt rules, pursuant to RSA 541-A, relative to:

I. Eligibility criteria.

II. Procedures for the verification of an applicant's impairment and eligibility.

III. Limits on equipment availability.

IV. The proper administration of this chapter.

Source. 1996, 240:1. 1999, 337:8, eff. Jan. 2, 2000.

Section 362-E:6

362-E:6 Funding. – The telecommunications equipment assistance program shall be funded in an amount not to exceed \$96,000 annually from the telecommunications relay service trust fund established by the public utilities commission.

Source. 1996, 240:1. 1999, 337:9, eff. Jan. 2, 2000.

Section 362-E:7

362-E:7 Annual Report. – The governor's commission on disability shall file a report which shall include the number of persons assisted, all sources of funding, and the total amount disbursed under this chapter. Such report shall be submitted annually to the governor and council, the senate president, the speaker of the house and the science, technology and energy committee, on or before October 1.

Source. 1996, 240:1, eff. July 1, 1996.

**Governor's Commission on Disability
Evaluation/Bid Summary**

RFP – Gov Dis 2015-01

Bidder	Bidder's Address	Significance of Project: 120 Potential Combined Points	Quality of Project Design: 120 Potential Combined Points	Adequacy of Resources: 40 Potential Combined Points	Evaluation of Project: 40 Potential Combined Points	Quality of Services: 80 Potential Combined Points	Total Potential Combined Points: 400
Northeast Deaf and Hard of Hearing Services	57 Regional Drive, Concord, NH 03301	Total Earned Points: 110	Total Earned Points: 102	Total Earned Points: 37	Total Earned Points: 32	Total Earned Points: 72	Total Earned Combined Points: 353

Evaluation Committee

Mary Lane	Ms. Lane is an Education Consultant II employed with the Department of Education in Special Education. She has been a long time member of the TEAP Committee.
William Finn	Mr. Finn is employed as an Administrator for the NH Department of Education, Office of Services for Blind and Visually Impaired. Mr. Finn is a long standing member of the TEAP Committee, and is also a member of the Executive Steering Committee for the Governor's Commission on Disability, as well as, an Ex-Officio Member on the Governor's Commission on Disability.
Charles J. Saia Esq.	Mr. Saia is a licensed attorney and is employed as the Executive Director of the Governor's Commission on Disability
Michael Racette	Mr. Racette is employed as the Research & Information Specialist. Mr. Racette has a BA in Sociology and two technical certificates in the computer sciences. Mr. Racette has 30 plus years working in Health & Human Services

Subject:

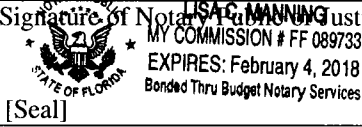
Telecommunications Equipment Assistance Program (TEAP) Contract

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Governor's Commission on Disability		1.2 State Agency Address 121 South Fruit Street, Suite 101, Concord NH 03301	
1.3 Contractor Name Northeast Deaf and Hard of Hearing Services, Inc.		1.4 Contractor Address 57 Regional Drive Concord NH	
1.5 Contractor Phone Number 603 224-1850	1.6 Account Number 01-02-020510-10070000	1.7 Completion Date June 30, 2017	1.8 Price Limitation **\$184,500.00**
1.9 Contracting Officer for State Agency Charles J. Saia Esq. Executive Director		1.10 State Agency Telephone Number 603 271-2773	
1.11 Contractor Signature <i>Susan Wolf-Downes, ED</i>		1.12 Name and Title of Contractor Signatory Susan Wolf-Downes MS.ED. Executive Director	
1.13 Acknowledgement: State of <u>Florida</u> , County of <u>Collier</u> On <u>Apr 29, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public, Justice of the Peace  <i>Lisa C Manning</i>			
1.13.2 Name and Title of Notary or Justice of the Peace 			
1.14 State Agency Signature <i>Charles J. Saia, Exec. Dir.</i>		1.15 Name and Title of State Agency Signatory Charles J. Saia Esq. Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Andri C. Goll</i> On: <i>5/8/15</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials *SM D*
Date *4-28-2015*

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

State of: Florida
County of: Collier
On this 28th day of April 2015, before me the undersigned notary public, personally appeared SUSAN WOLF-DOWNES known to me to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same for the purposes therein contained.
 Personally known
 Produced ID - Type of ID N.H.D.C.
02WSS50041 Lisa C Manning
Notary Public


 LISA C. MANNING
MY COMMISSION # FF 089733
EXPIRES: February 4, 2018
Bonded Thru Budget Notary Services

EXHIBIT A

SERVICES

1. For the period beginning July 1, 2015 or upon Governor and Council approval, whichever is later, the Contractor will maintain an equipment distribution program that will enable qualified persons in New Hampshire to access telephone service through the use of telecommunications equipment assistance. To provide access to those persons who, without appropriate equipment, would not be able to use the telecommunication services effectively and thus would be unable to access public safety programs. As a part of the outreach function, applications will be made widely available to ensure that those qualified to be equipment recipients have the opportunity to apply.
2. The Contractor shall endeavor to identify the program on all of its literature as the Telecommunications Equipment Assistance Program (TEAP), with a further reference to the Governor's Commission on Disability as the Administrator, when applicable. The Contractor may refer to its own entity as the servicer of the program.
3. As applicable, the Contractor shall reference on the equipment that it is the "Property of the Governor's Commission on Disability".
4. The Contractor shall maintain an application process.
5. The Contractor shall maintain a distribution process.
6. The Contractor shall maintain a complaint resolution process.
7. The Contractor shall maintain a statewide outreach program.
8. The Contractor shall provide to the State an annual report (including a budget) of the program, for the periods covering July 1, 2015 to June 30, 2016 and July 1, 2016 to June 30, 2017.
9. The Contractor shall designate a full time employee to implement the program and act as the primary liaison between it and the State.
10. The Contractor shall provide the State a monthly status report in accessible formats in addition to the on-going contract between the contractor and the State. This shall describe the work completed during the preceding month. The monthly report shall show equipment provided specific to disability served and geographic distribution. The contractor may submit reports less frequently only if approved by the State. All status

reports shall be in accessible formats. The State, in its sole discretion, may amend the reporting requirements at any time.

11. The Contractor shall maintain a detailed inventory report (in accessible formats) of all equipment, ordered, distributed, retained or returned to the Contractor. The Contractor shall deliver the inventory reports to the State on a monthly basis. The State, in its sole discretion, may amend the inventory reporting requirements at any time.
12. The Contractor shall make itself available for audits as determined by the State.
13. As applicable, the Contractor shall perform all requirements as contained in the Request for Proposal (RFP GOV DIS 2015-01) and Proposal presented by the Contractor dated March 25, 2015.

EXHIBIT B

CONTRACT PRICE/METHOD OF PAYMENT/TERMS OF PAYMENT

The total reimbursement for program expenses shall not exceed \$184,500.00, disbursed on September 30, December 31, March 31 and June 30 of each State of NH Fiscal Year. It is understood by the parties that the State is under no obligation to disburse any funds to the Contractor unless the State has received its revenue for the program from the Public Utilities Commission.

EXHIBIT C

ADDITIONAL PROVISIONS

Pursuant to the Code of Administrative Rules Section 311.07(a)(6)(g), this contract cannot be modified in any respect without prior approval by the Governor and Council. The Contractor shall maintain a General Liability Policy in the amount of One Million (\$1,000,000.00) Dollars and an Exception Umbrella Policy in the amount of One Million (\$1,000,000.00) Dollars, which names the State as the certificate holder or loss payee.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC. is a New Hampshire nonprofit corporation formed April 28, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



NDHHS

Northeast Deaf and
Hard of Hearing Services, Inc.

57 Regional Drive Unit D, Concord, NH 03301

603-224-1850 Voice, 603-968-5889 VP

603-856-0242 Fax, 603-224-0691 TTY

www.ndhhs.org

Northeast Deaf and Hard of Hearing Certification

I, Norman Lafond, hereby certify that I am the duly elected Chairman of Northeast Deaf and Hard of Hearing. I hereby certify that a vote was taken on 6/21/2001 authorizing Susan Wolf-Downes, Executive Director, to sign all documents required to execute a contract with the State of New Hampshire, Governor's Commission on Disability.

I further certify that said vote has not been amended or repealed and remains in full force and effect as of this date, 4/28/15.

Signature Norman Lafond

Date 4/28/15

Notarize:

Deane Leroy
5/13/15 exp 8/15/19

Client#: 39554

NEDEA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/15

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.

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

PRODUCER: Davis Towle Morrill & Everett, 115 Airport Road, Concord, NH 03302-1260. CONTACT NAME: Sherri Cole, PHONE: 603 225-6611, FAX: 603-225-7935, E-MAIL: scole@davistowle.com. INSURERS: Maine Mutual Group Insurance Co, Travelers Indemnity Co.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability (BP10950012), Automobile Liability, Umbrella Liability (KU10950012), and Workers Compensation and Employers' Liability (6JUB0334N51615).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Workers Compensation 3A States: NH

CERTIFICATE HOLDER: Governor's Commission on Disability, 57 Regional Drive, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

STANDARD EXHIBIT I

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

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

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of

the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Northeast Health of Hainesville
Susan Wolf-Dowdes, Executive Director

~~GOVERNOR'S COMMISSION ON~~
The State ~~DISABILITY~~

Name of the Contractor

Charles T. Sata, EXEC. DIR.
Signature of Authorized Representative

SUSAN WOLF-DOWDES, ED
Signature of Authorized Representative

CHARLES T. SATA,
Name of Authorized Representative

Susan Wolf-Dowdes
Name of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

Executive Director
Title of Authorized Representative

4/30/15
Date

April 28 2015
Date

State of: *Florida*
County of: *Collier*
On this *28th* day of *April* 2015, before me the
undersigned notary public, personally appeared *SUSAN WOLF-DOWDES*
known to me to be the person(s) whose name(s) is/are subscribed to
within the instrument and acknowledged that he/she/they
executed the same for the purposes therein contained.
 Personally known
 Produced ID - Type of ID: *NHDL*
022555041 *Lisa C Manning*
Notary Public



LISA C. MANNING
MY COMMISSION # FF 089733
EXPIRES: February 4, 2018
Bonded Thru Budget Notary Services