

Handwritten initials: CW, BW



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

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



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March 20, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a **sole source** renewal option and amend a contract with Stephen Fecteau, PO #1041393, Vendor #254078-B001, 15 Tucker Mountain Road, Andover, NH 03216-3316, by increasing the Price Limitation by \$19,950 from \$9,975 to \$29,925 to provide command, leadership and administrative oversight to the New Hampshire Metropolitan Medical Response System – Task Force 1,, and extend the Completion Date from July 1, 2015 to June 30, 2017, effective July 1, 2015 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by the Attorney General's Office on November 24, 2014. 100% Federal Funds.

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2015	102-500731	Contracts for Prog Svc	90077700	9,975	0.00	9,975
2016	102-500731	Contracts for Prog Svc	90077700	0.00	9,975	9,975
2017	102-500731	Contracts for Prog Svc	90077700	0.00	9,975	9,975
			Total	\$9,975	\$19,950	\$29,925

EXPLANATION

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

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

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

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

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

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

As referenced in the original letter approved by the Attorney General's Office on November 24, 2014, and in the Exhibit C of the Contract, this Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option.

Through February 28, 2015, the Contractor has successfully met the performance measures of the original contract. The following performance measures will continue to be used to measure the effectiveness of the agreement:

- Timely acknowledgement of deployment requests with number of members available for response,
- Ability to demobilize team and procure new equipment and supplies used during emergency response,
- Conduct Emergency Response training for team members and local municipality medical response teams,
- Recruit for new members and maintain retention 85% of response team members.

Area served: Statewide.

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

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

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner



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

This 1st Amendment to the Stephen Fecteau, contract (hereinafter referred to as "Amendment One") dated this 12th day of March, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Stephen Fecteau, (hereinafter referred to as "the Contractor"), an individual with a place of business at 15 Tucker Mountain Road, Andover, NH 03216-3316.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Attorney General's Office on November 24, 2014, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

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

June 30, 2017

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

\$29,925

3. Amend Exhibit B to add to paragraph 1:

b) The contract shall increase by \$9,975 for SFY 2016 and \$9,975 for SFY 2017, for a total increase of \$19,950.

c) Funding is available as follows:

- \$19,950 = 100% federal funds from the US Department of Health and Human Services, Centers for Disease Control and Prevention, Coordinating Office for Terrorism and Emergency Response, CFDA #93.074, Federal Award Identification Number (FAIN) U90TP000535. Account # 05-95-90-902510-2239-102-500731.

Contractor Initials: JS
Date: 2/25/15



New Hampshire Department of Health and Human Services

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

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

State of New Hampshire
Department of Health and Human Services

3/27/15

Date

Brook Dupee
Bureau Chief

Stephen Fecteau

3/23/2015

Date

Name: Stephen Fecteau
Title: Commander

Acknowledgement:

State of NH, County of Merrimack on MARCH 23, 2015, Before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

CAROLYN P. MORRILL, Notary Public
My Commission Expires December 5, 2017

Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

Date 4/6/15

Name: Megan A. York
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Contractor Initials: JK
Date: 3/23/15



**HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP**

Certificate of Insurance



OCCURRENCE POLICY FORM

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	Policy Period:
018098	970	HPG	0587957607-8	From 10/12/14 to 10/12/15 at 12:01 AM Standard Time

Named Insured

Stephen D Fecteau
15 Tucker Mountain Rd
Andover, NH 03216-3316

Program Administered by:

Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-982-9491
www.hpsso.com

Medical Specialty **Code**

Paramedic 80723

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania
333 South Wabash Avenue Chicago, Illinois 60604

Professional Liability \$1,000,000 each claim \$3,000,000 aggregate

Your professional liability limits shown above include the following:

- Good Samaritan Liability
- Malplacement Liability
- Personal Injury Liability
- Sexual Misconduct included in the PL Limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

License Protection	\$ 25,000 per proceeding	\$ 25,000 aggregate
Defendant Expense Benefit	\$ 1,000 per day limit	\$ 25,000 aggregate
Deposition Representation	\$ 10,000 per deposition	\$ 10,000 aggregate
Assault	\$ 25,000 per incident	\$ 25,000 aggregate
<i>Includes Workplace Violence Counseling</i>		
Medical Payments	\$ 25,000 per person	\$ 100,000 aggregate
First Aid	\$ 10,000 per incident	\$ 10,000 aggregate
Damage to Property of Others	\$ 10,000 per incident	\$ 10,000 aggregate
Information Privacy (HIPAA) Fines & Penalties	\$ 25,000 per incident	\$ 25,000 aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire and Water Legal Liability	Included in the PL limit above subject to \$150,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

Total: \$176.00

Premium reflects employed, full-time rate.

Policy Forms & Endorsements (Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D G-121501-C G-121503-C G-145184-A G-147292-A GSL3886 GSL3908 GSL13424 GSL15563
GSL15564 GSL15565 GSL17101 G-123846-C28 G-123850-D28

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. This Certificate of Insurance and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

POLICY FORMS & ENDORSEMENTS

The list below contains general descriptions of the policy forms and endorsements that may or may not apply to your professional liability insurance policy. State specific policy forms and endorsements are not included in the list below. Should you require descriptions or samples of these documents, please visit us online at www.hpsso.com/policyforms. **Please refer to your Certificate of Insurance for the policy forms & endorsements specific to your state and your policy period.** All products and services may not be available in all states and may be subject to change without notice.

Think Green – expanded definitions and copies of these policy forms and endorsements are available online at www.hpsso.com/policyforms.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	DESCRIPTION
G-121500-D	Common Policy Conditions
G-121501-C	Occurrence Policy Form
G-121503-C	Workplace Liability Form
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica Mold & Asbestos Disclosure
GSL3886	Coverage & Cap on Losses from Certified Acts of Terrorism
GSL3908	Notice - Offer of Terrorism Coverage & Disclosure of Premium
GSL13424	Services to Animals
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
G-123846-C28	New Hampshire Cancellation and Non-Renewal
G-123850-D28	New Hampshire Amendatory Change Endorsement

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

Self-employed individuals may be eligible for General Liability coverage subject to underwriting approval. Should an individual practitioner's status change from self-employed to employed, general liability coverage will be deleted and replaced with workplace liability. Please contact Healthcare Providers Service Organization for details.

Form #: G-141241-B
Master Policy #: 188711433

Named Insured: Stephen D Fecteau
Policy #: 0587957607-8

AMY D FECTEAU
15 TUCKER MOUNTAIN ROAD
ANDOVER, NH 03216

Policy Number: 13891641

Underwritten by:
Progressive Universal Insurance Co
January 28, 2015
Policy Period: Mar 17, 2015 - Sep 17, 2015
Page 1 of 2

**progressive.com
Online Service**

Make payments, check billing activity, update policy information or check status of a claim.

1-800-776-4737

For customer service and claims service,
24 hours a day, 7 days a week.

Auto Insurance Coverage Summary

This is your Renewal Declarations Page

The coverages, limits and policy period shown apply only if you pay for this policy to renew.

Your coverage begins on March 17, 2015 at 12:01 a.m. This policy expires on September 17, 2015 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle. The policy contract is form 9610D NH (05/06). The contract is modified by form Z357 (01/07).

Drivers and household residents

	Date of Birth	Gender	Marital Status
Additional Information: Stephen D Fecteau	Named insured, rated Aug 4, 1971	Male	Married
Additional Information:	rated		

Outline of coverage

2014 NISSAN ROGUE 4 DOOR WAGON

Primary use of the vehicle: Commute

	Limits	Deductible	Premium
Liability To Others			\$ 123
Bodily Injury Liability	\$ 100,000 each person/\$ 300,000 each accident		
Property Damage Liability	\$ 100,000 each accident		
Uninsured/Underinsured Motorist	\$ 100,000 each person/\$ 300,000 each accident		14
Medical Payments	\$ 1,000 each person		4
Comprehensive	Actual Cash Value	\$ 500	23
Collision	Actual Cash Value	\$ 500	124
Rental Reimbursement	up to \$30 each day/maximum 30 days		16
Loan/Lease Payoff	25% Of The Actual Cash Value		10
Roadside Assistance			1
Total premium for 2014 NISSAN			\$315

2004 TOYOTA CAMRY 4 DOOR SEDAN

[REDACTED]

Primary use of the vehicle: Commute

	Limits	Deductible	Premium
Liability To Others			\$139
Bodily Injury Liability	\$ 100,000 each person/\$300,000 each accident		
Property Damage Liability	\$ 100,000 each accident		
Uninsured/Underinsured Motorist	\$ 100,000 each person/\$300,000 each accident		21
Medical Payments	\$ 1,000 each person		7
Comprehensive	Actual Cash Value	\$500	14
Collision	Actual Cash Value	\$500	71
Rental Reimbursement	up to \$30 each day/maximum 30 days		16
Roadside Assistance			5
Total premium for 2004 TOYOTA			\$273
Total 6 month policy premium			\$588.00

Premium discounts

Policy	
13891641	Home Owner, Online Quote, Multi-Car, Continuous Insurance: Diamond, Paperless, Three-Year Safe Driving and Five-Year Accident Free

Lienholder information

Vehicle	Lienholder
2014 NISSAN ROGUE [REDACTED]	Jp Morgan Chase Fort Worth, TX 76101

Company officers



Secretary

For company use only

Year	Make	Model	VIN	Make	Model	Style	Auxiliary
2014	NISSAN	ROGUE	[REDACTED]	NS	RG	5H	XX
2004	TOYOTA	CAMRY	[REDACTED]	TY	CM	44	XX

Stephen Fecteau

Executive Summary

Strong emergency medical care and leadership skills; interested in obtaining the position of Commander of NH MMRS – Medical Task Force 1

Core Qualifications

- Long-term EMS provider
- Extensive experience with mass gathering/disaster medicine
- Excellent communications skills
- ALS Provider
- Project planning
- Incident Management
- Employee training and development

Professional Experience

Paramedic

April 2010 to Current

NH-1 Disaster Medical Assistance Team - National Disaster Medical System - US DHHS – Washington, DC

- Federal disaster medical response team
- Respond to national and international disasters
- Provide emergency medical care to disaster victims
- Responsible for safety, security and working conditions for deployed team

Captain/Paramedic

November 1994 to Current

City of Franklin, Fire Department – Franklin, NH

- Respond to and mitigate EMS and fire emergencies
- Manage small team of career firefighters on a daily basis. Manage 30-50 career/call firefighters during emergency operations.
- Provide shift level training and assist in departmental training
- Assist in administrative duties of department

Commander

February 2006 to Current

New Hampshire Metropolitan Medical Response System - Medical Task Force 1 - Concord, NH

- Responsible for developing a medical team able to respond to disasters within the state of New Hampshire and region
- Lead and direct 50+ members
- Develop strategic planning goals for task force
- Inventory control of large equipment cache

Emergency Department Paramedic

February 2007 to March 2009

Lakes Region General Hospital – Laconia, NH

- Perform general patient care duties of an emergency room paramedic
- As part of a team provide critical care to trauma patients
- Perform daily checks and restock equipment and supplies as needed
- Charting of care for patients

Paramedic

February 2005 to January 2007

New London Hospital Ambulance Service – New London, NH

- Staff ambulance that provides EMS care to seven towns in the New London region
- Routine transfer of critical patients from New London Hospital to tertiary facilities
- Provide care to emergency department patients
- Charting of care for ED and ambulance patients
- Perform equipment checks and replace supplies in ambulances and ED

Education

New England Health Solutions 2004

Exeter, NH

Paramedic Program

Certificate

- A certificate program to obtain paramedic level of EMS provider

Rivier College 2002

Nashua, NH

Fire/Emergency Management

B.S.

- Course work focused on the leadership and management areas of the fire service

NH Technical College - Laconia 1994

Laconia, NH

Fire Protection

A.A.S.

- Course work designed for entry level professionals to grow in the fire service

Certifications

- Nationally Registered Emergency Medical Technician - Paramedic
- ACLS, PALS, NRP Certified
- NH Certified Firefighter III - Confined Space Specialist
- NH Certified Company Officer II (Class honor graduate)
- NH Licensed EMS Instructor/Coordinator
- American Heart Association - CPR Instructor
- Tactical EMS provider

EB
D

AG approved
11/24/14



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



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

November 13, 2014

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** agreement with Stephen Fecteau, Vendor #254078-B001, 15 Tucker Mountain Road, Andover, NH 03216-3316, in an amount not to exceed \$9,975, to provide command, leadership and administrative oversight to the New Hampshire Metropolitan Medical Response System – Task Force 1, to be effective the date of Governor and Council approval through June 30, 2015. Funds are available in the following accounts for SFY 2015. 100% Federal Funds.

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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90077700	\$9,975
			Total	\$9,975

EXPLANATION

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

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

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

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

The following performance measures will be used to measure the effectiveness of the agreement:

- Timely acknowledgement of deployment requests with number of members available for response,
- Ability to demobilize team and procure new equipment and supplies used during emergency response,
- Conduct Emergency Response training for team members and local municipality medical response teams,
- Recruit for new members and maintain retention 85% of response team members.

Area served: Statewide.

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
November 13, 2014
Page 3

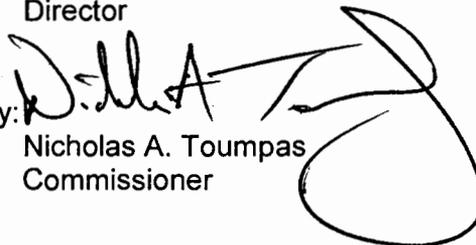
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

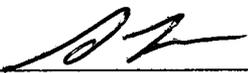
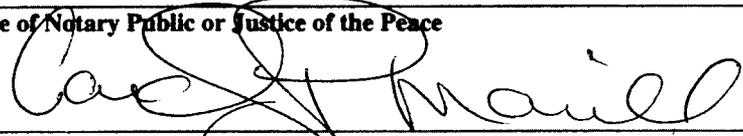
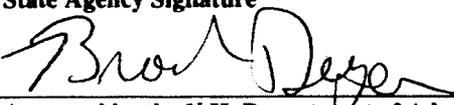
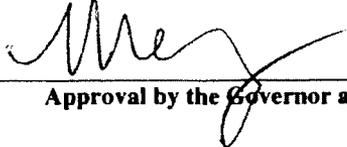
Subject: MMRS Commander

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 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Stephen Fecteau		1.4 Contractor Address 15 Tucker Mountain Road Andover, NH 03216-3316	
1.5 Contractor Phone Number 603-727-2519 603-735-5855	1.6 Account Number 05-95-90-902510-2239-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$9,975
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Stephen Fecteau, Commander	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>11/10/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace CAROLYN P. MORRILL, Notary Public My Commission Expires December 5, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>4-7-15</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. York - Attorney On: <u>11/24/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials:
Date: 11/10/14

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

1. Required Services

1.1. Activities

The Contractor shall

- 1.1.1. As the NH Metropolitan Medical Response System (MMRS) Commander, maintain proficiency in emergency preparedness and disaster response to better plan, develop and implement the training needs of the NH Metropolitan Medical Response (MMRS) Team to increase the delivery capability of advanced field health care in NH and surrounding states.
 - 1.1.1.1. Ensure strong interpersonal skills conducive to deployments and learning environments for MMRS, Community Emergency Response Team (CERT), Medical Reserve Corp (MRC), and other existing medical response organizations;
 - 1.1.1.2. Collaborate with and oversee responsibilities and activities of the MMRS Deputy Commander.
- 1.1.2. Coordinate and manage emergency response operations during events that occur without warning which require an immediate response:
 - 1.1.2.1. Determine the basic equipment and supplies needed during a routine response and ensure equipment and supplies are pre-staged on response vehicle;
 - 1.1.2.2. Assess incident specific equipment and supplies and place on response vehicle prior to deployment;
 - 1.1.2.3. Assess the dimensions, weight and quantity of medical equipment/supplies to be transported with team during response events to ensure proper delivery techniques are utilized;
 - 1.1.2.4. Receive notification of request for deployment, recall the team and alert the Department of Health and Human Services (DHHS) - Emergency Services Unit (ESU);
 - 1.1.2.5. Ensure team members are medically cleared and properly trained to deploy;
 - 1.1.2.6. Ensure team's health and safety during deployment;
 - 1.1.2.7. Mitigate gaps identified in After Action Reporting.
- 1.1.3. Maintain ongoing communications with the DHHS – ESU during emergent/non-emergent deployments and document activities of MMRS Task Force during operational phase.



Exhibit A

- 1.1.4. Organize, coordinate and conduct training for the MMRS team members and other community medical response organizations.
 - 1.1.4.1. Direct on-site supervision of all MMRS team members;
 - 1.1.4.2. Hold team meetings/training on a regular basis (minimum quarterly);
 - 1.1.4.3. Maintain an accurate and up-to-date team roster;
 - 1.1.4.4. Periodically exercise the recall capability of the team;
 - 1.1.4.5. Maintain on-going recruitment of suitable members, vetted through criminal/driving record process at the NH State Police.
- 1.1.5. Maintain inventory/asset integrity by proper storage, security, inventory management and reports through the Integrated Resource Management System (IRMS) available through DHHS – ESU.
 - 1.1.5.1. Replenish team supplies following a deployment;
 - 1.1.5.2. Continuously monitor equipment/supply needs of the MMRS Task Force to enhance advanced medical support capabilities throughout NH and surrounding states.
- 1.1.6. Reconcile inventory/assets in IRMS.
 - 1.1.6.1. Ensures new items are entered into IRMS on an ongoing basis;
 - 1.1.6.2. Ensures reconciliation of inventory is accomplished at interim intervals based on deployments and/or expiring material.
- 1.1.7. Attend after action reporting meetings to identify the unique needs driven by emergency response following a natural disaster, flood, fire, hurricane or man-made disaster.
- 1.1.8. Review plans and procedures, in addition to, pre-staged equipment/supplies to ensure gaps identified in the After Action Report have been addressed as appropriate.
- 1.1.9. Respond to training attendee survey comments to improve quantity, quality and availability of advanced medical training.

2. Performance Measures

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



Exhibit A

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



Exhibit B

Method and Conditions Precedent to Payment

1) Funding Sources:

- a. \$9,975 = 100% federal funds from the Centers for Disease Control and Prevention, Coordinating Office for Terrorism and Emergency Response, CFDA #93.074, Federal Award Identification Number (FAIN), U90TP000535, SFY 2015.

\$9,975 Total

2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

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

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

b. The invoice must be submitted to:

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

- 3) This is a cost-reimbursement contract based on approved activities for the contract period. Reimbursement shall be made monthly based at \$50.00 per hour for hours worked during the previous month, not to exceed \$9,975 for the contract term.
- 4) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available. Contractor will keep detailed records of their activities related to DHHS-funded activities and hours worked and shall submit with monthly invoices.
- 5) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials AB



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

**CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)**

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 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 two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

- 4. **Insurance**

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

14.1.1 Professional liability coverage against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate and - Automobile general insurance against claims of bodily injury in amounts of not less than \$100,000 per person and \$300,000 per accident, and property damage in amounts of \$100,000 each accident..