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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Jeffrey A. Meyers  
Commissioner

Marcella J. Bobinsky  
Acting Director

July 18, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an agreement with Creative Classrooms, Inc., Vendor (#167161-B001), 81 Chester Road, Raymond, NH 03077, in an amount not to exceed \$93,800, to provide Planning Services for the Human Immunodeficiency Virus Planning Group, to be effective the date of Governor and Council approval through June 30, 2017. Funds are 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2017 with authority to adjust amounts within the price limitation and adjust encumbrances if needed and justified, without approval from Governor and Executive Council.

05-95-90-902510-7536 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, STD/HIV PREVENTION

| State Fiscal | Class/Account | Class Title            | Job Number | Total Amount |
|--------------|---------------|------------------------|------------|--------------|
| SFY 2017     | 102-500731    | Contracts for Prog Svc | 90024000   | 63,600       |
| SFY 2017     | 102-500731    | Contracts for Prog Svc | 90025000   | 10,000       |
|              |               |                        | Sub Total  | \$73,600     |

05-95-90-902510-2222 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, RYAN WHITE TITLE II

| State Fiscal | Class/Account | Class Title            | Job Number | Total Amount |
|--------------|---------------|------------------------|------------|--------------|
| SFY 2017     | 102-500731    | Contracts for Prog Svc | 90024100   | 20,200       |
|              |               |                        | Sub Total  | \$20,200     |
|              |               |                        | TOTAL      | \$93,800     |

**EXPLANATION**

Funds in this agreement will be used to provide planning services for the Department's Infectious Disease Prevention, Investigation and Care Services Section, including coordinating and providing logistical support for meetings, trainings and conferences for the infectious disease workforce, stakeholders and the Department. Planning services will primarily target the public health workforce, stakeholders and Department staff who provide services directly or indirectly to individuals who are at high risk for acquiring or who have acquired sexually transmitted diseases, Human Immunodeficiency Virus (HIV) and/or Hepatitis C Virus (HCV). The goal of these services is to enhance the ability of service providers to provide quality, cost

effective services and to ensure a collaborative, coordinated approach to providing prevention, care and treatment services.

Comprehensive Human Immunodeficiency Virus community planning is one of the federal requirements for all grantees of Centers for Disease Control receiving prevention funding. In addition, Comprehensive Human Immunodeficiency Virus care services planning is one of the requirements of the federal Ryan White Care Act 2000 reauthorization funded through the Health Resources and Services Administration. The HIV Planning Group is made up of a diverse group of professionals working in Human Immunodeficiency Virus prevention, medical treatment and social services related fields. Additionally, this group has members who are persons living with the virus and those who identify as at greatest risk for acquiring HIV (men who have sex with men, black and Hispanic individuals and injection drug users).

This contract allows for other grantee requirements of the Centers for Disease Control and Health Resources and Services administration funding to be fulfilled. This includes ongoing stakeholder engagement through the coordination of meetings with the HIV Medical Advisory Board, Infectious Disease Prevention Investigation and Care Services contractors and HIV Medical Case Managers. In addition, this contract coordinates the expedited ordering and shipping of contracted services supplies, such as HIV and HCV rapid test kits.

The Department published a Request for Planning Services for Infectious Disease Prevention, Investigation and Care Section (RFP-2017-BIDC-08-PLANN) on the Department of Health and Humans Services website May 3, 2016 through May 24, 2016. The Department received two proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. Their decision followed a thorough discussion of the strengths and weaknesses to the proposals. The final decision was made through consensus scoring. The Bid Summary is attached.

The following measures will be used to monitor monthly, the performance of the agreement:

- 95% of Human Immunodeficiency Virus and Hepatitis C Virus testing and prevention supplies distributed to sites are logged on the appropriate distribution log within one week of distribution to ensure that testing and prevention supplies are distributed effectively and in a timely manner.
- 100% of Human Immunodeficiency Virus Planning Group meetings conducted are led by a Human Immunodeficiency Virus Planning Group Coordinator to ensure logistical support activities provide intended and successful outcomes and work plan development.
- Maintain a Human Immunodeficiency Virus Planning Group related website to ensure current and updated information.

Should Governor and Executive Council not authorize this Request, it may be difficult to fulfill the federal requirements related to comprehensive Human Immunodeficiency Virus care and prevention community planning. This may result in barriers for individuals living with the virus to access and remain engaged in prevention, care and treatment services.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the US DHHS Centers for Disease Control and Prevention, STD/HIV Prevention Grant, and from the US DHHS Health Resources and Services Administration, Ryan White Grant.

Her Excellency, Margaret Wood Hassan  
and Her Honorable Council  
Page 3 of 3

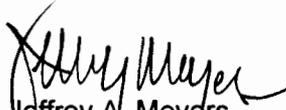
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Marcella J. Bobinsky, MPH  
Acting Director

Approved by:



Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet**

**Planning Services for Infectious  
Disease Prevention, Investigation and  
Care Section**

RFP Name

**RFP-2017-BIDC-08-PLANN**

RFP Number

**Bidder Name**

1. **Creative Classrooms, Inc.**
2. **Feminist Health Center of Portsmouth, Inc.**

| Maximum Points | Actual Points |
|----------------|---------------|
| 300            | 240           |
| 300            | 208           |

**Reviewer Names**

1. Lisa Ouellette, Manager, Bureau of Disease Control
2. Craig Saltmarsh, Training Coordinator, Div. of Pub. Health
3. Sarah Newsky, Program Spec., Bureau of Disease Control
4. Philip Nadeau, Administrator, Office of Improvement
5. Ellen Chase-Lucard, Admin., Office of Health Mgmt
6. Richelle Swanson, Admin., Bureau of Disease Control

Subject: Planning Services for Infectious Disease Prevention, Investigation & Care Section, RFP-2017-BIDC-08-PLANN

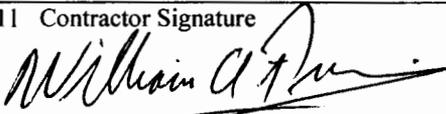
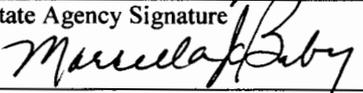
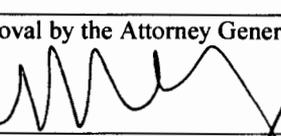
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|   |  |  |                                  |
|---|--|--|----------------------------------|
| 1.1 State Agency Name<br>NH Department of Health and Human Services<br>Division of Public Health  |  | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857                      |                                  |
| 1.3 Contractor Name<br>Creative Classrooms, Inc.  |  | 1.4 Contractor Address<br>81 Chester Road<br>Raymond, NH 03077                                 |                                  |
| 1.5 Contractor Phone Number<br>603-895-2437   | 1.6 Account Number<br>05-95-90-902510-7536-102-500731, 05-95-90-902510-2222-102-500731 | 1.7 Completion Date<br>6/30/17   | 1.8 Price Limitation<br>\$93,800 |
| 1.9 Contracting Officer for State Agency<br>Eric Borrin, Director of Contracts and Procurement  |  | 1.10 State Agency Telephone Number<br>603-271-9558   |                                  |
| 1.11 Contractor Signature<br>   |  | 1.12 Name and Title of Contractor Signatory<br>William Fregosi<br>Board Secretary/Treasurer    |                                  |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>ROCKINGHAM</u><br>On <u>July 20, 2016</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<br>[Seal]    |  |  |                                  |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br><u>Debra Reynolds JP</u>   |  |  |                                  |
| 1.14 State Agency Signature<br> Date: <u>7/27/16</u>   |  | 1.15 Name and Title of State Agency Signatory<br>Marcella J. Bobkinsky, MPH<br>Acting Director |                                  |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____  |  |  |                                  |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  On: <u>Megan A. Gagnier</u> <u>8/5/16</u>  |  |  |                                  |
| 1.18 Approval by the Governor and Executive Council (if applicable)<br>By: _____ On: _____  |  |  |                                  |

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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



Exhibit A

## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

### 2. Scope of Services

- 2.1. The purpose of this Agreement is to provide planning services for the Department's Infectious Disease Prevention, Investigation and Care Services Section, including coordinating and providing logistical support for meetings, trainings and conferences for the infectious disease workforce, stakeholders and the Department. Planning services will primarily target the public health workforce, stakeholders and Department staff who provide services directly or indirectly to individuals who are at high risk for acquiring or who have acquired sexually transmitted diseases, Human Immunodeficiency Virus (HIV) and/or Hepatitis C Virus (HCV).
- 2.2. The Contractor shall provide planning services as follows:
  - 2.2.1. Schedule meetings, trainings and conferences as determined by the Department, that includes dates and times;
  - 2.2.2. Seek out and secure adequate meeting space for the number of people attending the meetings, training, and/or conferences;
  - 2.2.3. Develop and maintain a current contact list of the Department's contractors, stakeholders, the Department, and other attendees for emailing, mailing, or phoning information;
  - 2.2.4. Invite public health workforce, stakeholders, and Department staff to the meetings, trainings and conferences and maintain records, including name, title and organization for those who respond that they will attend the meeting;
  - 2.2.5. For all meetings, prepare name plates for all attendees that include name, title and organization. Verify the correct name, title, and organization, including spelling, prior to printing.
  - 2.2.6. Prepare meeting agendas for HIV Planning Group (HPG) meetings with input and approval from Committee chair(s), and distribute meeting agendas at least two business days prior to the meeting;



Exhibit A

- 2.2.7. Take attendance at meetings, trainings, conference calls and conferences;
- 2.2.8. Within 60 days of Contract effective date, with assistance and approval from the DHHS, recruit and secure a Coordinator to facilitate the HIV Planning Group (HPG), the HPG Advisory Committee, the General Membership meetings, and other meetings as requested by the Department;
- 2.2.9. Coordinate and track the development of work plan activities with individual committees/stakeholder groups as directed by the Department;
- 2.2.10. Transcribe and submit meeting minutes to the Department for review within seven (7) business days of the meeting date;
- 2.2.11. Distribute copies of the Department approved meeting minutes to individuals identified by the Department;
- 2.2.12. Store and maintain in a secure location all final meeting minutes and presentations from the meetings as records for the meetings;
- 2.2.13. Destroy all drafts copies of minutes, taped recordings, etc. once the meeting minutes are finalized and approved by the Department;
- 2.2.14. Develop evaluations for meetings, trainings and conferences;
- 2.2.15. Distribute meeting, training and conference evaluations to attendees;
- 2.2.16. Collect and summarize evaluations for meetings, trainings, and conferences;
- 2.2.17. Distribute a copy of summary evaluations to individuals identified by the Department;
- 2.2.18. Apply for approved Continuing Education Units (CEUs) or Contact Hours, applicable to the training audience and certification needs defined by the Department ;
- 2.2.19. Provide certificates of attendance to participants that complete the trainings and that include at a minimum the title, date and length of training, participant name, and any earned Continuing Education Credits;
- 2.2.20. Ensure availability of planning services one business day prior to all meetings to allow for last minute changes to meeting materials and agendas as requested by the Department; and
- 2.2.21. Ensure coordination of adequate training and support services, as approved by the Department, for the Department's contractors who provide services to identified populations, as approved by the Department.
- 2.2.22. Within 90 days of Contract effective date, begin the update of the NH HIV/HCV/STD Resource Guide in collaboration with Department Staff.



Exhibit A

- 2.3. Within 60 days of Contract effective date, provide webinar meetings and electronic evaluations capability for meetings and trainings as requested by the Department.
- 2.4. The Contractor shall provide planning services for at least the following meetings:
  - 2.4.1. Six (6) meetings per year for the New Hampshire HPG
  - 2.4.2. Six (6) meetings per year for the New Hampshire HPG Advisory Committee
  - 2.4.3. Four (4) meetings per year for the New Hampshire HPG Work Groups
  - 2.4.4. Four (4) meetings per year for IDPICSS Contractors
  - 2.4.5. Two (2) meetings per year for the STD/HIV/HEP/TB Contractors/Stakeholders
  - 2.4.6. Four (4) meetings per year for the HIV Medical Advisory Board
  - 2.4.7. Four (4) meetings per year HIV Care Case Management Contractors
- 2.5. The Contractor shall maintain and have the ability to edit the current website <http://nhhiv.org>, specifically for sharing information on HPG activities. The Contractor agrees to work with the Department to accept the website files and use the required software that supports the website.
- 2.6. The Contractor shall upon request and approval of the Department, purchase, distribute and track HIV and Hepatitis C testing kits, testing supplies and other prevention supplies to Department vendors and statewide service providers, as defined by the Department.
- 2.7. The Contractor shall maintain distribution records, including CDC required variables, for all testing kits, supplies and other prevention supplies.
- 2.8. The Contractor shall provide financial support to attendees to sponsor attendance at conferences and trainings approved by the Department.
- 2.9. The Contractor shall provide financial support in the form of mileage reimbursement and other associated costs to HPG members who meet the eligibility criteria defined and approved by the Department to attend meetings outlined in Section 2.4.
- 2.10. The Contractor shall maintain required source documents such as receipts for mileage and other incurred costs to support such expenses that have been approved by the Department.

### 3. Staffing

- 3.1. Identify one staff person as the primary agency staff person to serve as the DPHS point of contact and one agency staff person or consultant as an alternate point of contact. These individuals will be responsible for ensuring all required reporting is timely, complete and will respond to any DPHS staff inquiries.



Exhibit A

- 3.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Contract. This includes identifying a 'back up' to the primary staff person when they are not available.
  - 3.2.1. Within 30 days of Contract effective date, the Contractor shall hire additional staff or a consultant to ensure coverage of all duties within this contract.
- 3.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion to meet the scope of work in this Contract.
- 3.4. The Contractor shall ensure that personnel are accessible during normal DHHS business hours Monday through Friday, 8 am to 5 pm.

## 4. Reporting

- 4.1. The Contractor shall:
  - 4.1.1. Maintain compliance with the DPHS security and confidentiality guidelines related to all protected health information such as but not limited to Health Insurance Portability Act Business Associate Agreement. (See Exhibit I)
  - 4.1.2. Properly complete and submit all required documentation on appropriate forms supplied by the Department for each individual or service supported by these funds.
  - 4.1.3. Maintain ongoing records that comply with the NH Bureau of Health Facilities requirements for each client. All records shall be available for review by the Department upon request during site visits.
  - 4.1.4. Review all documentation for completeness and adherence to reporting protocols to ensure quality of data.
  - 4.1.5. Within 30 days of Contract effective date, submit a detailed workplan, including projected time when the agency will be closed for holiday/vacation, known scheduled meetings as referenced in 2.4., projected projects and deadlines.
  - 4.1.6. Provide a monthly calendar documenting the availability of services and the projected projects to be completed during that time period.
  - 4.1.7. Submit a quarterly report of completed activities.
  - 4.1.8. Provide a monthly distribution log of all HIV and HCV test kits, testing supplies and other prevention supplies, including data required for grant reporting.

## 5. Performance Measures

- 5.1. The Vendor shall meet or exceed the following performance measures:
  - 5.1.1. Performance Measure #1



Exhibit A

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- 5.1.1.1 Goal: To ensure that HIV and HCV testing and prevention supplies are distributed to service provider agencies effectively and in a timely manner.
- a. Target: 95% of HIV and HCV testing and prevention supplies distributed to sites are logged on the appropriate distribution log within one week of distribution.
  - b. Numerator - The number of HIV and HCV testing and prevention supply distributions listed on the distribution log that were logged within one week of the distribution date.
  - c. Denominator - The number of HIV testing and prevention supply distributions listed on the distribution log.

5.1.2. Performance Measure #2

- 5.1.2.1 Goal: To ensure that logistical support activities provide intended and successful outcomes in HPG meeting facilitation and work plan development by respective committees.
- a. Target: 100% of HPG meetings conducted are led by a HPG Coordinator.
  - b. Numerator - The number of HPG meetings facilitated by a HPG Coordinator annually.
  - c. Denominator - The number of DPHS meetings requiring facilitator services annually.

5.1.3. Performance Measure #3

- 5.1.3.1. Goal: To ensure successful maintenance of a HPG related website.
- a. Target: Maintain website by updating calendar weekly or as needed; update pages as requested by HPG Advisory Board members or DPHS staff; review website annually and make changes as needed.



## Exhibit B

### Method and Conditions Precedent to Payment

1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

1.1. This contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) numbers:

- \$63,600 - 100% federal funds from the US DHHS. Centers for Disease Control and Prevention, CFDA #93.940, Federal Award Identification Number (FAIN), U62PS003655.
- \$10,000 - 100% federal funds from the US DHHS. Centers for Disease Control and Prevention, CFDA #93.977, Federal Award Identification Number (FAIN), H25PS004339.
- \$20,200 - 100% federal funds from the US DHHS, Health Resources and Services Administration, CFDA #93.917, Federal Award Identification Number (FAIN), 16X07HA00003.

Total: \$93,800

1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

2) Payment for said services shall be made monthly as follows:

2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.

2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.

2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Department of Health and Human Services  
Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301  
Email address: DPHScontractbilling@dhhs.nh.gov

3) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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*7/20/2016*

### 4 Exhibit B-1 Budget Creative Classrooms-v3

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Creative Classrooms, Inc.

**Planning Services for Infectious Disease  
Budget Request for: Prevention, Investigation and Care Section**  
*(Name of RFP)*

**Budget Period: SFY 2017**  
**(8/24/16 or date of G&C Approval through 6/30/17)**

| Line Item                        | Direct<br>Instrumental | Indirect<br>Fixed | Total               | Allocation Method for<br>Indirect/Fixed Cost |
|----------------------------------|------------------------|-------------------|---------------------|--|
| 1. Total Salary/Wages            | \$ 35,880.00           | \$ -              | \$ 35,880.00        |  |
| 2. Employee Benefits             | \$ 10,676.00           | \$ -              | \$ 10,676.00        |  |
| 3. Consultants                   | \$ -                   | \$ -              | \$ -                |  |
| 4. Equipment:                    | \$ -                   | \$ -              | \$ -                |  |
| Rental                           | \$ -                   | \$ -              | \$ -                |  |
| Repair and Maintenance           | \$ -                   | \$ -              | \$ -                |  |
| Purchase/Depreciation            | \$ -                   | \$ -              | \$ -                |  |
| 5. Supplies:                     | \$ -                   | \$ -              | \$ -                |  |
| Educational                      | \$ -                   | \$ -              | \$ -                |  |
| Prevention                       | \$ 11,035.00           | \$ -              | \$ 11,035.00        |  |
| Pharmacy                         | \$ -                   | \$ -              | \$ -                |  |
| Medical                          | \$ -                   | \$ -              | \$ -                |  |
| Office                           | \$ 470.00              | \$ -              | \$ 470.00           |  |
| 6. Travel                        | \$ 1,350.00            | \$ -              | \$ 1,350.00         |  |
| 7. Occupancy                     | \$ 4,800.00            | \$ -              | \$ 4,800.00         |  |
| 8. Current Expenses              | \$ -                   | \$ -              | \$ -                |  |
| Telephone and Internet           | \$ 660.00              | \$ -              | \$ 660.00           |  |
| Postage                          | \$ 200.00              | \$ -              | \$ 200.00           |  |
| Subscriptions                    | \$ 900.00              | \$ -              | \$ 900.00           |  |
| Audit and Legal                  | \$ -                   | \$ -              | \$ -                |  |
| Insurance                        | \$ 513.00              | \$ -              | \$ 513.00           |  |
| Board Expenses                   | \$ -                   | \$ -              | \$ -                |  |
| 9. Software                      | \$ -                   | \$ -              | \$ -                |  |
| 10. Marketing/Communications     | \$ -                   | \$ -              | \$ -                |  |
| 11. Staff Education and Training | \$ 250.00              | \$ -              | \$ 250.00           |  |
| 12. Subcontracts/Agreements      | \$ 16,250.00           | \$ -              | \$ 16,250.00        |  |
| 13. Meeting Expenses             | \$ 4,250.00            | \$ -              | \$ 4,250.00         |  |
| 14. Sponsored Training           | \$ 6,566.00            | \$ -              | \$ 6,566.00         |  |
|                                  | \$ -                   | \$ -              | \$ -                |  |
|                                  | \$ -                   | \$ -              | \$ -                |  |
|                                  | \$ -                   | \$ -              | \$ -                |  |
|                                  | \$ -                   | \$ -              | \$ -                |  |
|                                  | \$ -                   | \$ -              | \$ -                |  |
| <b>TOTAL</b>                     | <b>\$ 93,800.00</b>    | <b>\$ -</b>       | <b>\$ 93,800.00</b> |  |

Indirect As A Percent of Direct

0.0%

Exhibit B-1 Budget - SFY 2017

Contractor Initials: WAD

Date: 7/20/2016



### 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;

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*7/20/2016*



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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*7/20/2016*



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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

*WAF*

*7/20/2016*



- 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.

*gva P*  
7/20/2016



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.

Contractor Initials WAF  
Date 7/20/2016



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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*7/20/2016*

New Hampshire Department of Health and Human Services  
Exhibit D



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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: Creative Classrooms, Inc.

7/20/2016  
Date

  
Name: William Fregosi  
Title: Board Secretary/Treasurer

Contractor Initials WAF  
Date 7/20/2016



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Creative Classrooms, Inc.

7/20/2016  
Date

William A Fregosi  
Name: William Fregosi  
Title: Board Secretary/Treasurer

Contractor Initials WAF  
Date 7/20/2016



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Creative Classrooms, Inc.

7/20/2016  
Date

William A Fregosi  
Name: William Fregosi  
Title: Board Secretary/Treasurer

Contractor Initials WAF  
Date 7/20/2016



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*WAF*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date *7/20/2016*

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Creative Classrooms, Inc.

7/20/2016  
Date

William A. Fregosi  
Name: William Fregosi  
Title: Board Secretary/Treasurer

Exhibit G

Contractor Initials

WAF

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 7/20/2016



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Creative Classrooms, Inc.

7/20/2016  
Date

  
Name: William Fregosi  
Title: Board Secretary/Treasurer



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*WAP*

*7/20/2016*



Exhibit I

- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

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



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). 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



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

*W A A*



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State

Marcella J. Bobinsky  
Signature of Authorized Representative

Marcella J. Bobinsky, MPH

Name of Authorized Representative

Acting Director

Title of Authorized Representative

7/27/16  
Date

Creative Classrooms, Inc.

Name of the Contractor

William Fregosi  
Signature of Authorized Representative

William Fregosi

Name of Authorized Representative

Board Secretary/Treasurer

Title of Authorized Representative

7/20/2016  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

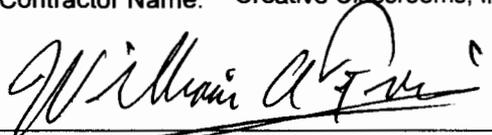
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Creative Classrooms, Inc.

7/20/2016  
Date

  
Name: William Fregosi  
Title: Board Secretary/Treasurer

Contractor Initials WAF  
Date 7/20/2016



**FORM A**

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

1. The DUNS number for your entity is: 134286319
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

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

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 CREATIVE CLASSROOMS is a New Hampshire nonprofit corporation formed June 25, 1973. 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 24<sup>th</sup> day of May A.D. 2016

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

(Corporation without Seal)

I, Marlene Lein, do hereby certify that:

1. I am a duly elected President of Creative Classrooms, Inc.
2. The following are true copies of two resolutions duly adopted via an electronic vote of the Board of Directors of the Corporation duly concluded on July 20, 2016:

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of Logistics and Planning Services for Infectious Disease Prevention, Investigation and Care Section services.

**RESOLVED:** That the Board Secretary/Treasurer, William Fregosi is hereby authorized on behalf of this agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 20th day of July, 2016.
4. William Fregosi is the duly elected Board Secretary/Treasurer of the Corporation.

7/21/16  
\_\_\_\_\_  
(Date)

[Signature]  
\_\_\_\_\_  
(Signature of President of the Corporation)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me, Cassandra Hayes this 21<sup>st</sup> day of July, 2016.

Cassandra Hayes  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**CASSANDRA L. HAYES**  
**Justice of the Peace - New Hampshire**  
**My Commission Expires March 12, 2019**

Commission Expires: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/20/2016

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

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

|  |   |  |                                      |
|--|---|--|--------------------------------------|
| <b>PRODUCER</b><br>FIAI/Cross Insurance<br>1100 Elm Street<br><br>Manchester NH 03101                                  | <b>CONTACT NAME:</b> Laura Belanger<br><b>PHONE (A/C, No, Ext):</b> (603) 669-3218<br><b>E-MAIL:</b> lbelanger@crossagency.com<br><b>ADDRESS:</b> |  | <b>FAX (A/C, No):</b> (603) 645-4331 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |  | <b>NAIC #</b>                        |
| <b>INSURED</b><br>Creative Classrooms, Inc., DBA: Frederick Bell<br>Walnut Hill<br>81 Chester Road<br>Raymond NH 03077 | <b>INSURER A:</b> Western World   |  | <b>INSURER A NAIC #</b>              |
|  | <b>INSURER B:</b> Twin City Fire Ins Co   |  | <b>INSURER B NAIC #</b> 29459        |
|  | <b>INSURER C:</b>   |  |                                      |
|  | <b>INSURER D:</b>   |  |                                      |
|  | <b>INSURER E:</b>   |  |                                      |
|  | <b>INSURER F:</b>   |  |                                      |

**COVERAGES**      **CERTIFICATE NUMBER: 16-17 GL & WC**      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSD WVD  | POLICY NUMBER                                      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|---|--|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |   | NN614087   | 10/28/2015              | 10/28/2016              | EACH OCCURRENCE \$ 1,000,000  |
|          |   |   |  |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000   |
|          |   |   |  |                         |                         | MED EXP (Any one person) \$ 10,000  |
|          |   |   |  |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000  |
|          |   |   |  |                         |                         | GENERAL AGGREGATE \$ 2,000,000  |
|          |   |   |  |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000   |
|          |   |   |  |                         |                         | Professional Liability \$ 1,000,000   |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |   |  |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> <b>EXCESS LIAB</b><br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |   |  |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A | 04WECN73522<br>(3a.) NH<br>FREDERICK BELL excluded | 10/18/2015              | 10/18/2016              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>State of NH<br>Dept. of Health & Human Serv's<br>129 Pleasant Street<br>Concord, NH 03301 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>Laura Belanger/BN5<br> |
|--|---|

# W a l n u t H i l l

81 Chester Road, Raymond, New Hampshire 03077; Telephone 603 895-2437

*Operated by Creative Classrooms Inc., A Nonprofit Education and Training Service Founded in 1972*

## **Mission Statement - December 1990**

Creative Classrooms provides continuing education to classroom teachers, using as its guiding principal the Eastern aphorism:

*I hear and I forget,  
I see and I remember,  
I DO and I understand.*

We provide practical, interesting, hands-on sessions, which emphasize creating a learning environment that considers, teaches to, and involves the whole person. This philosophy permeates not only Creative Classrooms' workshops in schools and at its home base, Walnut Hill, but also the training it provides to people in business and the setting it creates at Walnut Hill for people-oriented groups who use the facility to meet their own educational needs.

## **Addendum to Mission Statement - March 2001**

Creative Classrooms at Walnut Hill, a meeting space and conference site surrounded by 36 wooded acres, offers a warm, welcoming setting which challenges and inspires individuals and groups to pursue personal and professional growth. Our year round section of workshops, seminars and courses is designed for adults who seek a supportive environment in which to explore and develop their inner resources. The experiences gained at Walnut Hill empower participants to clarify and enhance their roles within their chosen communities and careers.

### **Board of Directors**

William Fregosi  
**Secretary/Treasurer**

Herbert Kronish

Miriam Kronish

Marlene Lein  
**Board President**

Flora Piterack

Gerry Santilli

Peg Treavainen

James White

Michael Wynne

*Updated June 2016*

**CREATIVE CLASSROOMS, INC.**

**FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED  
DECEMBER 31, 2015**

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# HOWARD & DIONNE

## CERTIFIED PUBLIC ACCOUNTANTS

### INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To Management  
Creative Classrooms, Inc.  
Raymond, NH 03077

Management is responsible for the accompanying financial statements of Creative Classrooms, Inc., which comprise the statement of financial position as of December 31, 2015, and the statement of activities for the year then ended, in accordance with accounting principles generally accepted in the United States of America. We have performed the compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

#### Supplementary Information

The supplementary information contained in the schedule of expenses is presented for the purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

*Howard & Dionne, CPAs, PLLC*

Raymond, NH  
May 5, 2016

**CREATIVE CLASSROOMS, INC.**  
**Statement of Financial Position**  
**December 31, 2015**

ASSETS

|                               | 2015              |                    |                                 |
|-------------------------------|-------------------|--------------------|---------------------------------|
|                               | Operating<br>Fund | Facilities<br>Fund | Memo Only<br>Total All<br>Funds |
| <b>CURRENT ASSETS</b>         |                   |                    |                                 |
| Cash                          | \$ 6,994          | \$ 0               | \$ 6,994                        |
| Accounts receivable           | 155               | 0                  | 155                             |
| Inventory                     | <u>4,201</u>      | <u>0</u>           | <u>4,201</u>                    |
| Total current assets          | <u>11,350</u>     | <u>0</u>           | <u>11,350</u>                   |
| <b>PROPERTY AND EQUIPMENT</b> |                   |                    |                                 |
| Leasehold improvements        | 0                 | 157,282            | 157,282                         |
| Equipment                     | <u>25,727</u>     | <u>0</u>           | <u>25,727</u>                   |
| Total property and equipment  | 25,727            | 157,282            | 183,009                         |
| Less accumulated depreciation | ( <u>25,727</u> ) | ( <u>128,734</u> ) | ( <u>154,461</u> )              |
| Net property and equipment    | <u>0</u>          | <u>28,548</u>      | <u>28,548</u>                   |
| Total assets                  | \$ <u>11,350</u>  | \$ <u>28,548</u>   | \$ <u>39,898</u>                |

LIABILITIES AND NET ASSETS

|  |                   |                  |                   |
|--|-------------------|------------------|-------------------|
| <b>CURRENT LIABILITIES</b>               |                   |                  |                   |
| Accounts payable and accrued liabilities | \$ <u>83,082</u>  | \$ <u>0</u>      | \$ <u>83,082</u>  |
| Total current liabilities                | <u>83,082</u>     | <u>0</u>         | <u>83,082</u>     |
| <b>NET ASSETS</b>                        |                   |                  |                   |
| Unrestricted (Operating fund)            | ( 71,732 )        | 0                | ( 71,732 )        |
| Temporarily restricted (Facilities fund) | <u>0</u>          | <u>28,548</u>    | <u>28,548</u>     |
| Total net assets                         | ( <u>71,732</u> ) | <u>28,548</u>    | ( <u>43,184</u> ) |
| Total liabilities and net assets         | \$ <u>11,350</u>  | \$ <u>28,548</u> | \$ <u>39,898</u>  |

See independent accountants' compilation report.

**CREATIVE CLASSROOMS, INC.**  
**Statement of Activities**  
**For the Year Ended December 31, 2015**

|  | 2015                 |                    |                                 |
|--|----------------------|--------------------|---------------------------------|
|  | Operating<br>Fund    | Facilities<br>Fund | Memo Only<br>Total All<br>Funds |
| <b>REVENUE</b>                           |                      |                    |                                 |
| Grant income                             | \$ 78,390            | \$ 0               | \$ 78,390                       |
| Rentals                                  | 0                    | 25,837             | 25,837                          |
| Lesley University                        | 5,240                | 0                  | 5,240                           |
| Contributions                            | 3,077                | 0                  | 3,077                           |
| Appletree education                      | 1,200                | 0                  | 1,200                           |
| Miscellaneous                            | 847                  | 0                  | 847                             |
| Interest income                          | <u>4</u>             | <u>0</u>           | <u>4</u>                        |
| Total revenue                            | <u>88,758</u>        | <u>25,837</u>      | <u>114,595</u>                  |
| <b>EXPENSES</b>                          |                      |                    |                                 |
| Program services                         | 84,221               | 0                  | 84,221                          |
| Management and general                   | 38,609               | 0                  | 38,609                          |
| Facilities                               | <u>0</u>             | <u>14,529</u>      | <u>14,529</u>                   |
| Total expenses                           | <u>122,830</u>       | <u>14,529</u>      | <u>137,359</u>                  |
| <b>EXCESS OF (EXPENSES OVER REVENUE)</b> |                      |                    |                                 |
| REVENUE OVER EXPENSES                    | ( 34,072)            | 11,308             | ( 22,764)                       |
| <b>NET ASSETS – BEGINNING OF YEAR</b>    |                      |                    |                                 |
|  | ( 49,445)            | 29,025             | ( 20,420)                       |
| <b>FUND TRANSFERS</b>                    |                      |                    |                                 |
|  | <u>11,785</u>        | <u>( 11,785)</u>   | <u>0</u>                        |
| <b>NET ASSETS – END OF YEAR</b>          |                      |                    |                                 |
|  | \$ ( <u>71,732</u> ) | \$ <u>28,548</u>   | \$ ( <u>43,184</u> )            |

See independent accountants' compilation report.

**CREATIVE CLASSROOMS, INC.**  
**Supplementary Information**  
**Schedule of Expenses**  
**For The Year Ended December 31, 2015**

|                                 | 2015                    |                         |                         |                          |
|---------------------------------|-------------------------|-------------------------|-------------------------|--------------------------|
|                                 | Program<br>Services     | Facilities<br>Fund      | Mgmt &<br>General       | Memo Only<br>Total All   |
| Payroll expenses and benefits   | \$ 41,467               | \$ 0                    | \$ 32,416               | \$ 73,883                |
| Grant equipment and expenses    | 27,031                  | 0                       | 0                       | 27,031                   |
| Professional fees               | 7,585                   | 0                       | 1,048                   | 8,633                    |
| Utilities                       | 0                       | 8,011                   | 0                       | 8,011                    |
| Travel                          | 3,748                   | 0                       | 762                     | 4,510                    |
| Training and logistical support | 3,311                   | 0                       | 0                       | 3,311                    |
| Insurance                       | 0                       | 2,737                   | 513                     | 3,250                    |
| Repairs and maintenance         | 0                       | 3,108                   | 0                       | 3,108                    |
| Telephone and internet          | 0                       | 0                       | 2,309                   | 2,309                    |
| Office expenses and postage     | 118                     | 0                       | 1,320                   | 1,438                    |
| Dues and subscriptions          | 961                     | 0                       | 100                     | 1,061                    |
| Depreciation expense            | 0                       | 477                     | 0                       | 477                      |
| Supplies and equipment          | 0                       | 196                     | 0                       | 196                      |
| Advertising and website         | 0                       | 0                       | 98                      | 98                       |
| Rental                          | 0                       | 0                       | 43                      | 43                       |
| <b>Total expenses</b>           | <b>\$ <u>84,221</u></b> | <b>\$ <u>14,529</u></b> | <b>\$ <u>38,609</u></b> | <b>\$ <u>137,359</u></b> |

See independent accountants' compilation report.

Debra (Debbie) Reynolds  
Creative Classrooms, 81 Chester Road  
Raymond, NH 03077 (603) 895-2437

#### RELATED WORK EXPERIENCE

- 1991 – present      **Director Of Programming, Adjunct Faculty, Consultant, HIV/AIDS Education and Prevention Counseling Specialist, MBTI & Theory Administration, HIV Prevention and Care Services Logistics Coordinator:** Creative Classrooms, Inc., a nonprofit educational training center and consulting service, and conference center headquarters, Walnut Hill, 81 Chester Road, Raymond, NH.
- 1988-2005      **HIV/AIDS Instructor & Instructor Trainer:** American Red Cross, Merrimack Valley Chapter providing HIV/AIDS education to teachers, students, business professionals, and community groups, providing training for HIV/AIDS Instructors.
- 1994 – 2005      **Preventing Disease Transmission Instructor & Instructor Trainer:** American Red Cross, Merrimack Valley Chapter providing training education to teachers, students, business professionals, and community groups, providing training for Preventing Disease Transmission Instructors.
- 1993 – 2000      **Adjunct Faculty:** Springfield College School Of Human Services, Manchester, NH, site teaching undergraduate courses, including a course on HIV/AIDS.
- 1996      **Adjunct Faculty:** New England College, Israel Program teaching: *Ethics In Human Services*

EDUCATION: MS Degree in Human Services specializing in Community Counseling: Springfield College, Springfield, MA  
BS Degree in Human Services specializing in Community Counseling, Springfield College, Springfield, MA  
APT Qualified, Myers-Briggs Type Indicator  
Centers For Disease Control (CDC) Certified Sero-Logic Counselor  
HIV Prevention Community Planning, Co-Chair Training In Community Planning

LICENSES:      NH Massage Therapist

CERTIFICATIONS:      NCBTMB (National Certification Board for Therapeutic Massage & Bodywork)

AFFILIATIONS:      Academy for Educational Development, Washington D.C., External Reviewer  
Centers for Control and Prevention, Atlanta, GA, Conference Moderator  
National Education Association, Grantee  
NH Community HIV Prevention Planning Committee, Former Co-Chair  
NH Department of Education; HIV Regional Training Site Coordinator, Grantee  
NH Department of Public Health, External Reviewer, Grantee  
Notre Dame College, Manchester, N.N, Faculty of Record  
Salem visiting Nursing Association, Former President, Board of Directors

PUBLICATION:      HIV Homecare Handbook, (*Chapter: Family and Patient Education*), Jones & Bartlett Publishers, Sudbury, MA, 1999

References supplied upon request

Resume: William A. Fregosi

Board of Directors, Creative Classrooms, 81 Chester Road, Raymond, NH  
(603) 895-2437 wagf@hotmail.com  
BFA 1966, Boston University, School for the Arts  
MFA 1968, Brandeis University.

Administrator, Walnut Hill Conference and Retreat Center, Raymond, NH  
2015 and continuing

Technical Coordinator/Scenic Designer for Theater Arts  
Massachusetts Institute of Technology, Department of Humanities  
1975-2007 Rank of Technical Instructor

Visiting Instructor, University of Chicago Graham School of  
Summer and Special Programs: Co-Director and Lecturer for ChicaGo!, a  
University of Chicago study-travel program to Europe for gifted secondary  
school students. 1998-2003

Head of Scenic Design, Emerson College 1970-1975 Rank of Assistant Professor

Designer/Teacher at Middlebury College 1968-1970 Rank of Instructor

Design for Theater: Theater Company of Boston, Harvard Hasty Pudding Shows,  
National Jewish Theater, Boston Center for the Arts;

Design for Opera: Boston Symphony Orchestra Young People's Concerts, Associate  
Artists Opera (five final seasons), Boston Lyric Opera (first two seasons), Boston Early  
Music Festival; Collage (contemporary music ensemble), Intermezzo: The New England  
Chamber Opera

Design for Television: WCVB, WGBH, WHDH in Boston (news, weekly programs,  
television movies); including the made-for-TV movies "The White House Papers," and  
"The Watergate Cover-up Trial"

Design for Special Events: Dedication of the JFK Library, Boston Symphony Orchestra  
100th Birthday on the Common, Papal Visit to Boston (all for Capron Lighting and  
Sound); Mayor's Office for Cultural Affairs, Westin Hotel, Boston Museum of Fine Arts  
(Herb Ritts Exhibit Reception), multi-cultural holiday ornamentation for Boston Common  
(Mayor's Office for Cultural Affairs).

Freelance Graphic Artist/Technical Illustrator: Martin Marietta Aerospace, Raytheon,  
AVCO, Northeastern University Press, The Foxboro Company, Total Communications.

Theater Consultant: Freeman, Brigham and Hussey, Architects Boston, MA  
JasoNoah, Ltd., Architects Maynard, MA

**Job Title:** New Hampshire HIV Planning Group (NH HPG) Coordinator

**Hours:** 10-15 hours per month, schedule varies

**Rate:** \$40.00/hr

**Summary:** The New Hampshire Division of Public Health Services (DPHS) seeks a part time Coordinator to assist in the management and operation of the New Hampshire HPG, a public-private body that seeks to promote and develop strategies that enhance seamless access to coordinated and collaborative HIV services for residents of NH. This position will assist the NH HPG co-Chairs with the coordination of all meeting logistics; facilitate all relevant meetings and provide oversight to the HPG Planning process that ensures all required deliverables are completed in a timely fashion and that all NH HPG objectives are met. This is a part-time position that may require travel to the NH DPHS Concord office as well as any HPG meeting sites throughout NH. This position is contract-funded through June 2016

**Responsibilities (hours are approximate and may vary per month)**

- Facilitation of HPG meetings as requested; ensure member participation and open communication and mitigate any conflicts as they arise. (5 hrs/month)
- Maintain and update HPG social media sites, including website and Facebook page, in coordination with Logistics Provider. (3 hrs/month)
- Provide point of contact for inquiries for HPG and represent HPG at public meetings as requested. (varies)
- Ensure HPG meets all required CDC and HRSA deliverables within the specified time frame. 2 hrs/month)
- Provide assistance with development of HPG workplans (3 hrs/month)

**Minimum Qualifications**

**Education:** Bachelor's degree from a recognized college or university. Each additional year of approved formal education may be substituted for one year of required work experience

**Experience:** Professional or paraprofessional experience in a health service agency with responsibility for program implementation, direct service delivery, planning or program evaluation. Each additional year of approved work experience may be substituted for one year of required formal education. *Prior experience managing diverse community based groups and small/large group facilitation required.*

**License/ Certification:** Valid driver's license and/or access to transportation for use in statewide travel.

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

**Contractor Name:** Creative Classrooms, Inc.

**Name of Contract:** Planning Services for Infectious Disease Prevention, Investigation and Care Section

| BUDGET PERIOD   |                       | PERCENTAGE PAID |          | AMOUNT PAID        |
|---|-----------------------|-----------------|----------|--------------------|
| SEY 17  |                       | FROM THIS       |          | FROM THIS          |
| NAME  | JOB TITLE             | SALARY          | CONTRACT | CONTRACT           |
| Debbie Reynolds   | Program Director      | \$58,240        | 50.00%   | \$29,120.00        |
| To Be Determined  | Part Time Coordinator | \$27,040        | 25.00%   | \$6,760.00         |
|   |                       | \$0             | 0.00%    | \$0.00             |
|   |                       | \$0             | 0.00%    | \$0.00             |
|   |                       | \$0             | 0.00%    | \$0.00             |
|   |                       | \$0             | 0.00%    | \$0.00             |
| <b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b> |                       |                 |          | <b>\$35,880.00</b> |