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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4488 1-800-852-3345 Ext. 4488
Fax: 603-271-4902 TDD Access: 1-800-735-2964

October 23, 2013

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

REQUESTED ACTION

*SOLE SOURCE
100% Federal funds*

Authorize the Department of Health and Human Services, Division of Community-Based Care Services, to amend an existing **sole source** agreement with New Hampshire Coalition for Citizens With Disabilities, Inc., 151A Manchester Street, Concord, New Hampshire 03302-2405 (Vendor Code 177245-B002) for the expansion of FACETS of Epilepsy Care in New Hampshire program and the development of a measurable state plan for autism services by increasing the price limitation by \$737,342, from \$646,437 to \$1,383,779, effective the date of Governor and Council approval through June 30, 2015. The Governor and Executive Council approved the original agreement on June 19, 2013 (Item # 131A).

Funds to support this request are available in the following accounts in SFY 2014 and SFY 2015 with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from the Governor and Executive Council.

PROGRAM AREA-FACETS of Epilepsy Care in New Hampshire

05-95-93-930010-5949 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIVISION OF DEVELOPMENTAL SERVICES, SPECIAL MEDICAL SERVICES SECTION

Fiscal Year	Appropriation Number	Description	Current Amount	Increase Amount	Revised Amount
2014	102-500731	Contracts for Program Services	\$168,124	\$298,885	\$467,009
2015	102-500731	Contracts for Program Services	\$0	\$306,041	\$306,041
Totals			\$168,124	\$604,926	\$773,050

PROGRAM AREA-Autism Planning Grant Project

05-95-93-930010-8883 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIVISION OF DEVELOPMENTAL SERVICES, SPECIAL MEDICAL SERVICES SECTION

Fiscal Year	Appropriation Number	Description	Current Amount	Increase Amount	Revised Amount
2014	102-500731	Contracts for Program Services	\$0	\$65,958	\$65,958
2015	102-500731	Contracts for Program Services	\$0	\$66,458	\$66,458
Totals			\$0	\$132,416	\$132,416

PROGRAM AREA-Family-to-Family Health Information Services

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIVISION OF DEVELOPMENTAL SERVICES, SPECIAL MEDICAL SERVICES SECTION

Fiscal Year	Appropriation Number	Description	Current Amount	Increase Amount	Revised Amount
2014	102-500731	Contracts for Program Services	\$175,631	\$0	\$175,631
2015	102-500731	Contracts for Program Services	\$178,000	\$0	\$178,000
Totals			\$353,631	\$0	\$353,631

PROGRAM AREA-Medical Home Project

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIVISION OF DEVELOPMENTAL SERVICES, SPECIAL MEDICAL SERVICES SECTION

Fiscal Year	Appropriation Number	Description	Current Amount	Increase Amount	Revised Amount
2014	102-500911	Specialty Clinics	\$62,341	\$0	\$62,341
2015	102-500911	Specialty Clinics	\$62,341	\$0	\$62,341
Totals			\$124,682	\$0	\$124,682

EXPLANATION

The original agreement, approved by the Governor and Executive Council on June 19, 2013 (Item # 131A), includes provisions for the vendor to collaborate with the Department of Health and Human Services, in coordinating certain components of the FACETS of Epilepsy Care in New Hampshire Project. The Department has requested the vendor to reorganize and add services to include the development of a transition clinic and a specialty consultation model to the FACETS of Epilepsy Care in New Hampshire Program. This **sole source** amendment will also allow for the development of a State Plan for Autism that will insure the provision of comprehensive, coordinated family-centered health care and related services for children and youth with Autism, in New Hampshire.

The New Hampshire Coalition for Citizens With Disabilities, Inc. is uniquely qualified as the vendor for these services. They have been the coordinating entity on the FACETS of Epilepsy Care project for all six years that NH has been a recipient of these federal grant funds. This vendor has knowledge and experience with the required goals and objectives that would be difficult and inefficient to cultivate in another vendor. Additionally, they have developed partnerships and resources that could not be replicated effectively within the project's budget, time and outcome limitations. The Autism Planning Grant proposal was a collaborative effort of all stakeholders in New Hampshire. The proposal submitted by the Department incorporated the New Hampshire Coalition for Citizens with Disabilities, Inc. as the primary partner for planned activities, because they are the only federally recognized Family-to-Family Health Information Center in NH. The grant activities require family outreach and involvement at all levels and at this time there are no other family education agencies in NH that can fulfill this role. The vendor has established supports for and access to the population of families who must be incorporated into all grant activities. These unique qualifying factors require collaboration with this vendor and justify approval of this request as a sole source agreement.

Phase IV of the Awareness and Access to Care for Children and Youth with Epilepsy federal grant created a new allocation of funds available as of September 1, 2013 based upon approval of the federal budget. The federal fund grant award was reviewed and accepted by the Office of Legislative Budget Assistant, Joint Legislative Fiscal Committee on October 18, 2013 (Item # FIS 13-224).

The FACETS of Epilepsy Care in New Hampshire continues to respond to the identified needs of children and youth with epilepsy by utilizing innovative strategies and promising practices within the State of New Hampshire. It is estimated that 1294 children with epilepsy, between the ages of 0 and 18, will benefit from these activities. The vendor will work to increase parent and youth involvement in health care design to facilitate family-centered approaches and advance medical home components. Additionally, the vendor will improve the ease of use of the current system of care for children and youth with epilepsy statewide through the:

- Provision of education for all stakeholders regarding standards of epilepsy care;
- Creation of web-based resources to increase awareness/understanding of epilepsy;
- Creation of a transition clinic for youth with epilepsy/seizure disorders; and
- Development of a specialty consultation model (incorporating telehealth components).

The United States Department of Health and Human Services, Health Resources and Services Administration has offered competitively awarded grants for the development of State Plans for Autism and Other Developmental Disability Services. The Department of Health and Human Services was awarded one of the planning grants to develop a State Plan for Autism Services for New Hampshire beginning on September 1, 2013.

The purposes of this project is to develop a State Plan for Autism Services for New Hampshire that will insure the provision of comprehensive, coordinated, family-centered health care and related services within a medical home for the achievement of high quality life outcomes among New Hampshire's children and youth with Autism Spectrum Disorders and other Developmental Disabilities. It is estimated that the 2500 NH children and youth under age 19 who have an identified Autism Spectrum Disorder will benefit from these activities. Planned outcomes include:

- A Collaborative Leadership Process will be established
- A Comprehensive Needs Assessment will be completed and endorsed by key stakeholders.

- A Comprehensive, Measurable State Plan will be developed and endorsed by key stakeholders.
- Family Members and Self-Advocates will be informed and actively engaged in all levels of the development and dissemination of the State Plan.

The original agreement was awarded as a result of a competitive bid process. On January 16, 2013, the Department issued Requests for Proposal for each individual service of Family-to-Family Health Information Center, FACETS activities, and Medical Home Project for Children and Youth with Special Health Care Needs. The Requests for Proposal were posted on the Department of Health and Human Services website between January 16, 2013 and January 25, 2013. The Department received proposals from two (2) bidders. After thorough review of the proposals, New Hampshire Coalition for Citizens with Disabilities, Inc. was selected as the top vendor.

The Department of Health and Human Services has been contracting with the New Hampshire Coalition for Citizens With Disabilities, Inc., for 19 years for provision of the operation of a Family-to-Family Health Information Center. The Department is pleased with the performance of the New Hampshire Coalition for Citizens With Disabilities, Inc., under previous agreements.

Should the Governor and Executive Council not approve this request, the proposed activities to improve the systems of care for children and youth with epilepsy and autism would not be initiated. Additionally, the state would have to notify the federal grantor of the inability to complete activities, as proposed, and return the federal grant money.

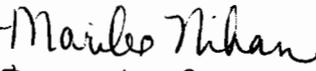
Area served: Statewide.

Source of Funds: 100% Federal

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

Respectfully submitted,


Nancy L. Rollins
Associate Commissioner

Approved by: 
Deputy Commissioner
 Nicholas A. Tumpas
Commissioner

**New Hampshire Children and Youth with Special Health Care Needs
Family to Family Contract**



- 2.5.13 Coordinate development of a system for identification, tracking, and scheduling appointments for youth with epilepsy for the creation of a Transition Clinic.
- 2.5.14 Coordinate and submit reporting requirements relevant to federal grant in a timely manner.

4. Exhibit A shall be amended to add;

III. The Autism Planning Grant Project

The Autism Planning Grant Project contracted through the Special Medical Services Section will focus on fostering the development of a measurable state plan for Autism Services that is data driven, informed by a comprehensive needs assessment and fully integrates family involvement all levels of planning.

1 General Provisions:

- 1.1 Program activities include participation in meetings as assigned by the Administrator or designee, Special Medical Services Section
- 1.2 The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery
- 1.3 The Contractor will provide documentation of program accomplishments through the reporting mechanism established by the Special Medical Services Section's administrative staff. Completes an annual report of activities and identified needs in an approved format and timeframe. Also, additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.

2 Required Activities of the Autism Planning Grant Project shall include, but not be limited to the following:

- 2.1 Work with the Special Medical Services Section's administrative staff to create a job description and interview process for a project Coordinator
- 2.2 Recruit, lead interview process and hire a project Coordinator
- 2.3 The Coordinator will support the NH Council on Autism's participation in the Workplan as detailed in the Grant proposal
- 2.4 Plan, execute and report on a comprehensive Needs Assessment that demonstrates diverse stakeholder and family involvement.
- 2.5 Plan, execute and finalize a measureable State Plan for Autism Services
- 2.6 The Contractor shall collaborate on an ongoing basis with Special Medical Services' staff assigned to the Autism Planning Grant Project
- 2.7 The Contractor shall cite/identify Special Medical Services/ MCHB Grant funding opportunity in written or oral presentations, documents and tool creation.

Contractor Initials: *CD*

Date: 10/16/13



**New Hampshire Children and Youth with Special Health Care Needs
Family to Family Contract**

5. Exhibit B, Paragraph 1 shall be amended to read;

The Contract Price for each service shall not exceed:

I. Family-to Family Health Information Services	\$ 353,631.00
II. FACETS of Epilepsy Care	\$ 773,050.00
III. Medical Home Project	\$ 124,682.00
IV. Autism Planning Grant Project	\$ 132,416.00

6. Exhibit B, Paragraph 7 shall be amended to read;

The Contractor shall be paid only for the total number of hours actually worked at the identified hourly rate as designated in the Budget. The total of all payments made to the Contractor for costs and expenses incurred in the performance of the Services during the period of the contract shall not exceed one million three hundred eighty three thousand seven hundred seventy nine dollars (\$1,383,779.00). As directed by the State, funds may be adjusted, if needed and justified, between State fiscal years based upon actual incurred expenses.

7. Exhibit B-1 shall be amended by removing and replacing page two, FACETS of Epilepsy Care in NH budget for SFY 2014 and 2015 with "FACETS of Epilepsy Care of NH budget for SYF 2014 and 2015 - Amendment #1"

8. Exhibit B-1 Shall be amended by adding "Autism Planning Grant Project Budget for SFY 2014 and 2015 - Amendment #1"

Contractor Initials:

Date: 10/10/13

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

FACETS of Epilepsy Care in NH Budget for SFY 2014 and 2015 – Amendment #1

NH Coalition for Citizens With Disabilities, Inc. d/b/a Parent Information Center Family to Family Health Information Center "FACETS"		FY 2014	FY 2015
1.	PERSONNEL		
a.	Co-Director #1 (TOM)		
	Salary	\$15,004.00	\$6,189.00
b.	Co-Director #2 (MJM)		
	Salary	\$15,005.00	\$6,189.00
c.	Coordinator (SP)		
	Salary	\$56,973.00	\$30,258.00
d.	Youth Coordinator		
	Salary	\$3,816.00	\$0.00
e.	Fringe	\$16,379.00	\$3,713.00
	<i>Subtotal: Personnel</i>	<i>\$107,177.00</i>	<i>\$46,349.00</i>
2.	DIRECT EXPENSES/PROGRAM SUPPORT		
a.	Consultation	\$119,000.00	\$90,000.00
b.	Supplies	\$5,000.00	\$2,000.00
c.	Travel: In-state	\$8,000.00	\$4,500.00
d.	Travel: Out-of-State	\$6,576.00	\$2,701.00
e.	Marketing/Communications/Equipment	\$42,000.00	\$5,000.00
f.	Trainings and Education	\$10,000.00	\$15,000.00
g.	Parent/Provider trainings/Forums	\$18,000.00	\$0.00
h.	Consultation Model	\$65,000.00	\$72,845.00
i.	Transition Clinic	\$15,000.00	\$10,000.00
j.	Operational Support	\$28,800.00	\$29,824.00
	<i>Subtotal: Direct Expenses/Program Support</i>	<i>\$317,376.00</i>	<i>\$231,870.00</i>
	<i>Subtotal: Personnel & Direct Expenses/Program Support</i>	<i>\$424,553.00</i>	<i>\$278,219.00</i>
3.	INDIRECT/ADMINISTRATIVE COSTS (@ 13%, 3% in-kind)	\$42,456.00	\$27822.00
	TOTAL	\$467,009.00	\$306,041.00

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

Autism Planning Grant Project Budget for SFY 2014 and 2015 – Amendment #1

NH Coalition for Citizens With Disabilities, Inc. d/b/a Parent Information Center Family-To-Family Health Information Center "Autism"		FY 2014	FY 2015
1.	PERSONNEL		
a.	Supervision		
	Salary (2 hrs/wk)	\$3,640.00	
	Salary (2 hrs/wk)		\$3,713.00
b.	Project Coordinator		
	Salary (24 hrs/wk)	\$31,200.00	
	Salary (24 hrs/wk)		\$31,824.00
c.	Fringe (@ 28%)	\$9,755.00	
			\$9,950.00
	Subtotal: Personnel	\$44,595.00	\$45,487.00
2.	DIRECT EXPENSES/PROGRAM SUPPORT		
a.	Travel: In-state (@ IRS rate)	\$3,000.00	\$2,500.00
	Travel: Out-of-State	\$2,434.00	\$2,434.00
b.	Printing	\$1,500.00	\$2,600.00
c.	Office Supplies	\$1,600.00	\$1,595.00
d.	Equipment	\$1,333.00	\$300.00
e.	Telephone/internet	\$500.00	\$500.00
f.	Focus groups/stakeholder meetings	\$5,000.00	\$5,000.00
	Subtotal: Personnel & Direct Expenses/Program Support	\$59,962	\$60,416
3.	INDIRECT/ADMINISTRATIVE COSTS (@ 10%)	\$5,996.00	\$6,042.00
	TOTALS	65,958.00	\$66,458.00

**New Hampshire Children and Youth with Special Health Care Needs
Family to Family Contract**



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

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

11/8/13
Date

State of New Hampshire
Department of Health and Human Services
Marilee Nelson
Deputy Commissioner
for Nicholas A. Tompaso
Commissioner

10/16/13
Date

New Hampshire Coalition for Citizens with Disabilities,
Inc., d/b/a Parent Information Center
Michelle Lewis
Michelle Lewis
Executive Director

Acknowledgement:

State of New Hampshire County of Merrimack on Oct 16, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or ~~Justice of the Peace~~

James R. Butterfield
Name and Title of Notary or ~~Justice of the Peace~~

**My commission expires
October 21, 2014.**

Contractor Initials: [Signature]

Date: 10/16/13

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M. J. Heule

**New Hampshire Children and Youth with Special Health Care Needs
Family to Family Contract**



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

OFFICE OF THE ATTORNEY GENERAL

21 Oct. 2013
Date

[Signature]
Name: Janne P. Hemic
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

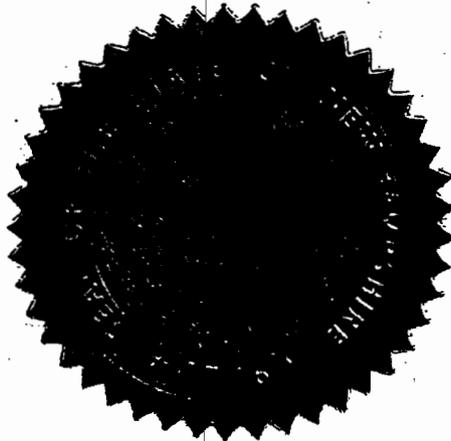
Name:
Title:

Contractor Initials: [Signature]
Date: 10/16/13

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE COALITION FOR CITIZENS WITH DISABILITIES, INC. is a New Hampshire nonprofit corporation formed October 7, 1975. 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 1st day of April A.D. 2013

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, Marcia Bagley, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of NH Coalition for Citizens with Disabilities
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 10/16/13;
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, for the provision of Family to Family services, Medical Home project, FACETS of Epilepsy Care and Autism Planning grant project services.

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation 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 16 day of October, 2013
(Date Contract Signed)

4. Michelle Lewis is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Marcia K. Bagley
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE
County of Merriamack

The forgoing instrument was acknowledged before me this 16th day of Oct, 2013.

By Marcia K Bagley
(Name of Clerk of the Corporation)

James Butterfield
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

My commission expires
Commission Expires: **October 21, 2014.**

My commission expires
October 31, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2013

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

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

PRODUCER Infantine Insurance P. O. Box 5125 Manchester NH 03108	CONTACT NAME: Vivian Pinette PHONE (A/C, No, Ext): (603)669-0704 E-MAIL ADDRESS: Vivian@infantine.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE
INSURED NH Coalition For Citizens With Disabilities Manchester Street PO Box 2405 Concord NH 03302-2405	INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058
	INSURER B: AmGuard 43290
	INSURER C: Mount Vernon Fire Ins. Co.
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** CL12123105859 **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 INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PHPK953514	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits Liab.					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		PHPK953514	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000		PHUB404427	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000
						AGGREGATE \$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		NHWC421457	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WORKERS COMPENSATION LIMITS <input checked="" type="checkbox"/> OFFER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A				EL EACH ACCIDENT \$ 500,000
						EL DISEASE - EA EMPLOYEE \$ 500,000
						EL DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability		NDO2003251H	1/1/2013	1/1/2016	\$1,000,000 Occurrence \$1,000,000 Aggregate

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

CERTIFICATE HOLDER NH Dept of Health & Human Services 129 Pleasant St. Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Chuck Hamlin/BVP <i>Chuck H. Hamlin</i>



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate
 Commissioner

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May 30, 2013

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

Approved by G & C

Date 6/19/13

Page

Item No. 131A

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community-Based Care Services, Bureau of Developmental Services, Special Medical Services Section, to enter into an agreement not to exceed \$646,437.00 with New Hampshire Coalition for Citizens With Disabilities, Inc., 151A Manchester Street, P. O. Box 2405, Concord, New Hampshire 03302-2405 to provide three distinct services:

- a. Family-to-Family Health Information Services
- b. FACETS of Epilepsy Care Services
- c. Medical Home Project

for children with epilepsy and other special health care needs, their families and caregivers, effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Summary of contract amounts by service:

Service	Amount
Family-to-Family Health Information Services	\$353,631.00
FACETS of Epilepsy Care in New Hampshire	\$124,682.00
Medical Home Project	\$168,124.00
Total	\$646,437.00

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2014 and 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

Please see attachment for fiscal details

EXPLANATION

Pursuant to this agreement, the Contractor will be providing three distinct services, Family-to-Family Health Information Services, FACETS of Epilepsy Care Services, and the Medical Home Project.

Family-to-Family Health Information Services: The program is operated by and for parents of children with special health care needs and will enhance the lives and independence of families who have children with special health care needs by providing answers to questions as well as accurate and timely information.

These services will assist families as they navigate the public and private health care systems. Families will be assisted to understand options for health insurance, listened to as they describe their encounters with the health care system, and guided toward possible solutions. The Family to Family Health Information service provider will also work with the Division, as well as with various agencies within the Department of Health and Human Services, to gather information and to identify ways to improve public programs and services to families with children with special health care needs.

It is estimated that a total of 800 ~~71,000~~ families will be served during SFY 2014-2015.

FACETS of Epilepsy Care: The program responds to the identified needs of children and youth with epilepsy utilizing innovative strategies and promising practices within the State of New Hampshire. This will be achieved by integrating into the current system of care a focus on creating an alliance between coordination of care efforts including family / youth involvement in health care design statewide (*Included in Care Coordination Scope of Services*).

Planned goals / outcomes include:

- Improvement of the ease of use of the system of care for children and youth with epilepsy in NH through.
 - Provision of education for community providers, clinicians and families regarding standards of epilepsy care
 - Creation of web-based resources to increase awareness/understanding of epilepsy
 - Technical assistance to clinical/community providers to enhance communication procedures across all domains impacting children and youth with epilepsy/seizure disorders and.
 - Development and dissemination of tools/resources for co-management of care.
- Increased parent and youth involvement in health care design to facilitate family-centered approaches and advancement of medical home components.

It is estimated that 1294 children with epilepsy, between the ages of 0 and 18, will benefit from these activities.

Medical Home Project for Children and Youth with Special Health Care Needs: This program supports and encourages health care that is accessible, family-centered, continuous, comprehensive, coordinated, compassionate and culturally effective. In collaboration with New Hampshire's Title V Program for Children with Special Health Care Needs (Special Medical Services Section), the Contractor shall be responsible for policy level initiatives, infrastructure development, planning and technical support regarding the continuation of medical home activities in New Hampshire.

The existing system of health care for children and youth with special health care needs will be enhanced through technical assistance for quality improvement initiatives for clinical practices, development of resources/tools to improve family awareness and involvement as Medical Home advisors along with increased public awareness of best practices for clinical care, public policy and insurance design.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 30, 2013
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It is estimated that there are 54,569 children with special health care needs in New Hampshire, who will benefit during SFY 2014 - 2015.

Bid and Selection Process

Request for Proposals for each individual service [Family-to-Family Health Information Services (including FACETS activities), and Medical Home Project for Children and Youth with Special Health Care Needs], were posted on the Department of Health and Human Services Website, between January 16, 2013 and January 25, 2013.

As a result, the Department received the following proposals:

- Family-to-Family Health Information Services (including FACETS activities)-
 - New Hampshire Coalition for Citizens with Disabilities, Inc.
- Medical Home Project for Children and Youth with Special Health Care Needs -
 - New Hampshire Coalition for Citizens with Disabilities, Inc.
 - JSI Research and Training Institute

After a thorough review of all proposals by the evaluation committee, the New Hampshire Coalition for Citizens with Disabilities, Inc. was selected to provide:

- Family-to-Family Health Information Services (including FACETS activities)
- Medical Home Project for Children and Youth with Special Health Care Needs

A Bid Summary showing a comparison of the New Hampshire Coalition for Citizens with Disabilities, Inc. proposals to all other proposals in these categories is attached.

The Division of Community-Based Care Services has been contracting with the New Hampshire Coalition for Citizens with Disabilities, Inc. for provision of services for nineteen years. The Division is pleased with the performance of the New Hampshire Coalition for Citizens with Disabilities, Inc. under previous agreements.

This agreement contains a provision to extend this award for two additional years subject to availability of funding, mutual agreement by the parties and approval by the Governor and Executive Council.

Area served: Statewide

Source of funds for all services is 30% Federal and 70% General Funds, Title V Block Grant Funds, with the exception of FACETS of Epilepsy Care in NH, which is 100% Federal Funds.

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
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Respectfully submitted,


Nancy L. Rollins
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

FINANCIAL DETAIL

New Hampshire Coalition for Citizens With Disabilities, Inc.
(Vendor Code 177245-B002)

PROGRAM AREA- Family-to-Family Health Information Services

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES: DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, SPECIAL MEDICAL SERVICES

Appropriation Number	Description	SFY 2014 Amount	SFY 2015 Amount	TOTAL
102-500731	Contracts for Program Services	\$175,631.00	\$178,000.00	\$353,631.00

PROGRAM AREA- FACETS of Epilepsy Care in New Hampshire

05-95-93-930010-5949 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, SPECIAL MEDICAL SERVICES

Appropriation Number	Description	SFY 2014 Amount	SFY 2015 Amount	TOTAL
102-500731	Contracts for Program Services	\$168,124.00	\$0.00	\$168,124.00

PROGRAM AREA- Medical Home Project

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES: DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIVISION OF DEVELOPMENTAL SERVICES, SPECIAL MEDICAL SERVICES

Appropriation Number	Description	SFY 2014 Amount	SFY 2015 Amount	TOTAL
561-500911	Specialty Clinics	\$62,341.00	\$62,341.00	\$124,682.00

Family-to-Family Health Information Services

Service Area	Agency Name	Average Bid Score	Contract Award SFY 2014	Contract Award SFY 2015
Statewide	NH Coalition for Citizens with Disabilities, Inc., NH Family Voices (with FACETS activities)	89	\$175,631 (\$168,124)	178,000 (\$0.00)
	No other bidders			

Medical Home Project for Children and Youth with Special Health Care Needs

Service Area	Agency Name	Average Bid Score	Contract Award SFY 2014	Contract Award SFY 2015
Statewide	JSI Research	81	none	none
Statewide	NH Coalition for Citizens with Disabilities, Inc., NH Family Voices	85	\$62,341	\$62,341

SCORING SUMMARY SHEET

REQUEST FOR APPLICATIONS

FAMILY TO FAMILY HEALTH INFORMATION SERVICES

Applicant: *New Hampshire Coalition for Citizens With Disabilities, Inc.
Statewide Services

	Total Available	Average Score
1. Agency Capacity	(40 points)	<u>36</u>
2. Program Structure/ Plan of Operation	(45 points)	<u>41</u>
3. Budget and Justification	(10 points)	<u>8</u>
4. Format	(5 points)	<u>4</u>
TOTAL	(100 points)	<u>89</u>

Reviewers:

Diane McCann, RN, MS, PNP, Retired State Employee. (Previously had been Clinical Coordinator for Special Medical Services.)

Diana Dorsey, MD, Pediatric Consultant, Special Medical Services Section

Alicia M. L'Esperance, BS/BA, Program Manager, Partners in Health Program.

*This was the only proposal received for Family to Family Health Information Services.

SCORING SUMMARY SHEET

REQUEST FOR APPLICATIONS

MEDICAL HOME PROJECT FOR CHILDREN AND YOUTH WITH SPECIAL HEALTH CARE
NEEDS

*Applicants: #1— New Hampshire Coalition for Citizens With Disabilities, Inc. (**Funded Proposal**)
#2 — JSI Research
Statewide Services

	Total Available	Applicant #1 Average Score	Applicant #2 Average Score
1. Agency Capacity	(40 points)	<u>35</u>	<u>35</u>
2. Program Structure/ Plan of Operation	(45 points)	<u>36</u>	<u>33</u>
3. Budget and Justification	(10 points)	<u>9</u>	<u>9</u>
4. Format	(5 points)	<u>5</u>	<u>4</u>
TOTAL	(100 points)	<u>85</u>	<u>81</u>

Reviewers:

Diane McCann, RN, MS, PNP, Retired State Employee. (Previously had been Clinical Coordinator for Special Medical Services.)

John T. Capuco Psy.D., Administrator III, Brain Injury Services, Bureau of Developmental Services

Alicia M. L'Esperance, BS/BA, Program Manager, Partners in Health Program.

*There were two proposals received for the Medical Home Project for Children and Youth with Special Health Care Needs Project, only one proposal was funded.

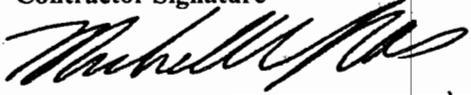
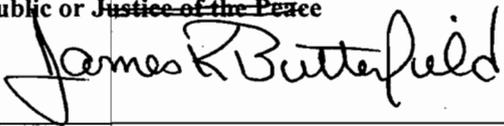
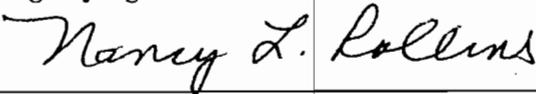
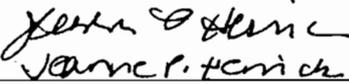
Subject: Family-to-Family Health Information Network, FACETS of Epilepsy Care in NH and Medical Home Project

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services Division of Community Based Care Services Bureau of Developmental Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name NH Coalition for Citizens With Disabilities, Inc. d/b/a Parent Information Center		1.4 Contractor Address P O Box 2405 Concord, NH 03302-2405	
1.5 Contractor Phone Number 603-224-7005	1.6 Account Number 05-95-93-930010-5191-102-500731, 5191-561-500911, 5949-102-5000731	1.7 Completion Date June 30, 2013 <i>MLL</i>	1.8 Price Limitation \$646,437.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-8181	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michelle Lewis, Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> On <u>April 29, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		My commission expires October 21, 2014.	
1.13.2 Name and Title of Notary or Justice of the Peace James K Butterfield Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Attorney On: <u>June 2013</u>			
1.18 Approval by the Governor and Executive Council By:  On: <u>6-19-13</u>			

Dep. Sec. of State

4/29

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Marcia Bagley, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

- I am a duly elected Clerk of NH Coalition for Citizens w/ Disabilities
(Corporation Name)
- The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 27, 2013
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, for the provision of family to family medical home advocacy Facets of Epilepsy Care in NH services.

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation 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.

- The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 31 day of May, 2013.
(Date Contract Signed)

4. Michelle Lewis is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Marcia Bagley
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 31st day of May, 2013.

By Marcia Bagley
(Name of Clerk of the Corporation)

James R. Butterfield
(Notary, Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

**My commission expires
October 21, 2014.**

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 280:7 through RSA 80:7-c or any other provision of law.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: April 30, 2013

CONTRACT PERIOD: July 1, 2013 to June 30, 2015

CONTRACTOR:

NAME: New Hampshire Coalition for Citizens with Disabilities, Inc.

ADDRESS: P O Box 2405

Concord, NH

03302-2405

TELEPHONE: 603-224-70085

FAX: 603-224-4379

EMAIL: wwtom@tds.net

EXECUTIVE DIRECTOR: Michelle Lewis

I. Family-To-Family Health Information Center Services

Family-To-Family Health Information Center Services contracted through the Special Medical Services Section will focus on facilitating access to coordinated, culturally-sensitive, family-centered and community-based services for families of children (from birth to 21 years of age) with special health care needs.

1. General Provisions:

- 1.1. Program activities include participation in meetings as assigned by the Administrator or designee, Special Medical Services Section.
- 1.2. The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
- 1.3. Provide documentation of program accomplishments through the reporting mechanism established by the Special Medical Services Section's administrative staff. Completes an annual report of activities and identified needs in an approved format and timeframe. Also,

additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.

2. Required activities of the Family-To-Family Health Information Services shall include, but not be limited to, the following:

- 2.1. Works with the Special Medical Services Section's administrative staff to inventory and catalog information regarding State, local and national resources of interest to families with children with special health care needs, and how to access; compiles and revises health resource directories and related health educational materials.
- 2.2. Compiles information and coordinates production of parent newsletter, "Pass It On".
- 2.3. Provides parent-to-parent support as well as information and assistance to families utilizing the Special Medical Services Section's toll-free 800 number (Level I Care Coordination).
 - 2.3.1. Conducts follow-up to assess family satisfaction with referrals and agency sensitivity to family needs.
- 2.4. Provides intake function: Using a database of parent volunteers, parents requesting a referral to another parent based on the child(rens) condition/age related issues will be matched with each other; Provide referrals to appropriate agencies and personnel; Provide emotional support, i.e., a "listening ear" to parent concerns. Maintains family/child confidentiality.
 - 2.4.1. Maintains an updated database of veteran families to match with newly diagnosed families.
- 2.5. Collaborate with Special Medical Services and Coordinate components of the FACETS of Epilepsy Care in NH Project.
 - 2.5.1. Works with the Special Medical Services Section's administrative staff to supervise activities of the project. Facilitation of the activities of the Core Outcomes group, all aspects related to practice activities and development and completion of the parent/youth forums.
 - 2.5.2. Planning, organization and oversight of learning collaborative involvement including participation and financial oversight.
 - 2.5.3. Provides youth involvement, consultation and participation in learning collaboratives and role of liaison to youth and peer mentor.
 - 2.5.4. Identify, recruit and supervise the Project and Youth Coordinator.
 - 2.5.5. Provides for materials oversight, including materials produced and purchased for the project.

- 2.5.6. Convenes educational trainings/forums for professionals (health care providers, childcare providers and school nurses) in collaboration with Special Medical Services Section's Partners in Health program.
- 2.5.7. Participates in supporting parent and youth training and/or other statewide training initiatives.
- 2.5.8. Coordinates and obtains neurology consultation for trainings and project development.
- 2.5.9. Coordinates and incorporates the appropriate Cultural and Linguistic consultation for the project.
- 2.6. Advises families of support groups, workshops, seminars and conferences of interest.
- 2.7. Convenes educational and social events for parents, youth and professionals in collaboration with Special Medical Services Section's administrative staff around current issues.
- 2.8. Participates in supporting parent training with Parent-to-Parent of New Hampshire and/or other statewide parent training initiatives.
- 2.9. Manages the Parent Lending Library and coordinates purchasing with the Family Resource Connection (State Library), and makes recommendations for purchases.
- 2.10. Serves as a liaison between the Special Medical Services Section and the New Hampshire families with children with special health care needs it serves to ensure that family-centered care is being implemented organizationally. Offers constructive feedback regarding families' experiences with the State's health care service delivery system and recommendations for improvement. Establishes and maintains regular contact with other parent advisory and support groups.
- 2.11. Assists newly established chronic illness support groups in their organizational development by offering technical assistance and administrative support as a strategy to ensure needs of families are communicated to the Special Medical Services Section.
- 2.12. Participates in meetings as assigned with State agencies and local service organizations, including other professional organizations, to provide information about the needs and strengths of families of children with special health care needs, and how the current configuration of the service system impacts these families to facilitate coordination of services and systems of change.
- 2.13. Provides consultation to Special Medical Services Section staff regarding consumer/family/young adult issues.

- 2.14. Participates in the review and development of Special Medical Services Section policies, procedures and proposed changes in services to ensure consumer participation in decision-making is maintained.
- 2.15. Makes presentations and educates families and various support groups about available health care and related resources within the Special Medical Services Section, outside the Section and out-of-state.
- 2.16. Assists in the evaluation of Special Medical Services Section programs and activities, and recruits other parents to participate as well, including the Title V Maternal & Child Health Block Grant.
- 2.17. Establishes contact with families transitioning from the Special Medical Services Section services prior to discharge to provide information and support. Facilitates the involvement of youth with special health care needs in efforts to improve health care transition supports and resources.
- 2.18. Assists Special Medical Services Section staff in the organization and production of educational materials for families and service providers.
- 2.19. Participates with Special Medical Services Section staff and designated parents on task force activities related to Needs Assessment activities and the 2020 Goals for Children with Special Health Care Needs.
- 2.20. Preparation of quarterly and annual reports of accomplishments; develop specific performance measures with benchmarks to monitor program effectiveness.

5/31/13

II. The Medical Home Project for Children and Youth With Special Health Care Needs

The Medical Home Project for Children and Youth With Special Health Care Needs (CYSHCN) contracted through the Special Medical Services Section will focus on fostering care that is accessible, family-centered, continuous, comprehensive, coordinated, compassionate and culturally effective for children (from birth to 21 years of age). In collaboration with the Special Medical Services Section the **Contractor** will be responsible for policy level initiatives, infrastructure development, and planning and technical support regarding the continuation of Medical Home activities in New Hampshire.

1. General Provisions:

- 1.1. Program activities include participation in meetings as assigned by the Administrator or designee, Special Medical Services Section
- 1.2. The Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
- 1.3. Provide documentation of program accomplishments through the reporting mechanism established by the Special Medical Services Section's administrative staff. Completes an annual report of activities and identified needs in an approved format and timeframe. Also, additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.

2. Required activities of the Medical Home Project for Children and Youth with Special Health Care Needs shall include, but not be limited to, the following:

2.1. Medical Home Planning

The **Contractor** will focus on statewide Medical Home Planning:

- 2.1.1. Strategic Planning
- 2.1.2. Spread of Medical Home Model
- 2.1.3. Communication with community-based agencies
- 2.1.4. Communication within the health care system

2.2. Medical Home Network Development

Statewide Medical Home Network Development

- 2.2.1. Maintain a NH Medical Home Registry
- 2.2.2. Foster an awareness-building campaign related to the recommendations and impact of Medical Home on services for CYSHCN to include:
 - Hospital and health network leadership
 - Parents and families
 - New Partners, e.g., Bistate Primary Care

2.3. Medical Home Policy Development
Policy Development

- 2.3.1. The **Contractor** will provide Medical Home information and expertise to DHHS / SMS Title V Medical Home-related initiatives.
- 2.3.2. Develop public / private dialogue regarding Medical Home and CYSHCN (e.g., between private and public payers for care and established family support groups including Parent to Parent of NH, NH Family Voices).

2.4. Medical Home Technical Assistance
Medical Home Practice Support

- 2.4.1. In conjunction with Title V staff, the **Contractor** will field, respond to and refer requests for Technical Assistance addressing ongoing improvement in the following domains related to Medical Home:
- Organizational Capacity
 - Chronic Condition Management
 - Care Coordination
 - Community Outreach
 - Data Management
 - Quality Improvement / Change

2.5. Medical Home Collaboration

The Collaborative Relationship between the **Contractor** and NH Special Medical Services (Title V).

- 2.5.1. The **Contractor** shall collaborate on an ongoing basis with Special Medical Services' staff assigned to the Medical Home Initiative.
- 2.5.2. The **Contractor** shall cite/identify Special Medical Services / NH Title V as the funding source in written or oral presentations, documents, tool creation.
- 2.5.3. Preparation of annual reports of accomplishments; develop specific performance measures with benchmarks to monitor program effectiveness.

NH Department of Health and Human Services

STANDARD EXHIBIT B

METHODS AND CONDITIONS PRECEDENT TO PAYMENT

1. The Contract Price for each service shall not exceed:
- | | | |
|------|--|---------------|
| I. | Family-to-Family Health Information Services | \$ 353,631.00 |
| II. | FACETS of Epilepsy Care | \$ 168,124.00 |
| III. | Medical Home Project | \$ 124,682.00 |

Payments shall be made during SFY 2014 and SFY 2015 in accordance with the Budget attachment. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

2. Reimbursements for services provided shall be made by the State on a monthly basis after receipt, review and approval of monthly expenditure reports submitted by the Contractor to the State. These reports, which are based on a budget approved by the State, shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month. In addition to the monthly expenditure reports required and not later than sixty (60) days after the end of the budget period, the Contractor shall submit a final expenditure report in a form satisfactory to the State.
3. The Contractor agrees to use and apply all payments made by the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services. Allowable costs and expenses shall be determined by the State in accordance with applicable State and Federal laws and regulations. The Contractor agrees not to use or apply such payments for capital additions or improvements, dues to societies and organizations, entertainment costs or any other costs not approved by the State. The Contractor must also have written authorization from the State prior to purchasing any equipment with a cost in excess of five hundred dollars (\$500) and/or with a useful life beyond one (1) year.
4. The Contractor agrees that, to the extent future legislative action by the NH General Court may impact on the services described herein, the State retains the right to modify expenditure requirements under this agreement.
5. The Contractor and/or the State may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the Contract Price. Such amendments shall only be made upon written request to and written approval by the State with programmatic justification.
6. In the event of a vacancy in any of the key personnel positions, the Special Medical Services Section is authorized to direct any and all budget revisions deemed necessary and appropriate by the Administrator to assure continuity of services as outlined in Exhibit A, including the cost of advertisement.
7. The Contractor shall be paid only for the total number of hours actually worked at the identified hourly rate as designated in the Budget. The total of all payments made to the Contractor for costs and expenses incurred in the performance of the Services during the period of the contract shall not exceed six hundred forty-six thousand four hundred thirty-seven dollars (\$646,437.00). As directed by the State, funds may be adjusted, if needed and justified, between State fiscal years based upon actual incurred expenses.

Contractor Initials:

Date: 5/31/13

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

FAMILY-TO-FAMILY HEALTH INFORMATION SERVICES

		FY 2014	FY 2015
1.	PERSONNEL		
a.	Co-Director #1 (TOM)		
	Salary (\$19.51/hr. x 25 hrs/wk x 52 wks/yr)	\$25,363.00	
	Salary (\$20.29/hr. x 25 hrs/wk x 52 wks/yr)		\$25,870.00
b.	Co-Director #2 (MJM)		
	Salary (\$19.51/hr. x 25 hrs/wk x 52 wks/yr)	\$25,363.00	
	Salary (\$20.29/hr. x 25 hrs/wk x 52 wks/yr)		\$25,870.00
c.	Family Outreach Coordinator (SP/ED/SW)		
	Salary (\$18.57/hr. x 30 hrs/wk x 52 wks/yr)	\$28,970.00	
	Salary (\$18.94/hr. x 30 hrs/wk x 52 wks/yr)		\$29,546.00
d.	Clerical Support (KC/JM)		
	Salary (\$13.59/hr. x 15 hrs/wk x 52 wks/yr)	\$10,600.00	
	Salary (\$13.86/hr. x 15 hrs/wk x 52 wks/yr)		\$10,811.00
e.	Fringe (@ 10%)	\$9,030.00	\$9,210.00
f.	Health Insurance (all personnel)	\$33,000.00	\$34,000.00
	<i>Subtotal: Personnel</i>	<i>\$132,326.00</i>	<i>\$135,307.00</i>
2.	DIRECT EXPENSES, PROGRAM SUPPORT		
a.	Office Supplies & Equipment	\$400.00	\$400.00
b.	Travel: In & out of state (@ \$0.55/mile)	\$2,800.00	\$2,800.00
c.	Marketing/Communication	\$1,300.00	\$1,300.00
d.	Pass-It-On Newsletter	\$12,000.00	\$12,000.000
e.	Resource Development	\$2,500.00	\$2,500.00
f.	Staff Education & Training	\$300.00	\$300.00
g.	Lending Library	\$1,000.00	\$1,000.00
h.	Parent/Youth Committee (stipends & meeting expenses)	\$2,300.00	\$2,300.00
i.	Cultural/Linguistic Support	\$500.00	\$500.00
	<i>Subtotal: Direct Expenses/Program Support</i>	<i>\$23,100.00</i>	<i>\$23,100.00</i>
	<i>Subtotal: Personnel & Direct Expenses/Program Support</i>	<i>\$155,426.00</i>	<i>135,307.00</i>
3.	INDIRECT/ADMINISTRATIVE COSTS (@ 13%)	\$20,205.00	\$20,592.00
	TOTALS	\$175,631.00	\$178,000.00

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

FACETS of Epilepsy Care in NH

NH Coalition for Citizens With Disabilities, Inc. d/b/a Parent Information Center Family to Family Health Information Center "FACETS"		FY 2014	FY 2015
1.	PERSONNEL		
a.	Co-Director #1 (TOM)		
	Salary (\$28.64/hr. x 6 hrs/wk x 52 wks/yr)	\$,8937.00	0.00
b.	Co-Director #2 (MJM)		
	Salary (\$28.64/hr. x 6 hrs/wk x 52 wks/yr)	\$8,937.00	0.00
c.	Family Outreach Coordinator (SP)		
	Salary (\$23.87/hr. x 22 hrs/wk x 52 wks/yr)	\$27,308.00	0.00
d.	Youth Coordinator		
	Salary (12.72 x 300/hrs)	\$7,638.00	0.00
e.	Fringe @26%	\$13,704.00	0.00
	<i>Subtotal: Personnel</i>	\$66,524.00	0.00
2.	DIRECT EXPENSES/PROGRAM SUPPORT		
a.	Consultation	\$15,520.00	0.00
b.	Supplies	\$2,000.00	0.00
c.	Travel: In-state (@ \$0.55/mile)	\$4,000.00	0.00
	Travel: Out-of-State (@\$0.55/mile)		0.00
d.		\$21,100.00	
e.	Marketing/Communications	\$31,696.00	0.00
f.	Parent/Provider trainings/Forums	\$12,000.00	0.00
	<i>Subtotal: Direct Expenses/Program Support</i>	\$86,316.00	0.00
	<i>Subtotal: Personnel & Direct Expenses/Program Support</i>	\$15,284.00	0.00
3.	INDIRECT/ADMINISTRATIVE COSTS (@ 13%, 3% in-kind)	\$15,284.00	0.00
	TOTAL	\$168,124.00	0.00

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

MEDICAL HOME PROJECT FOR CHILDREN AND YOUTH WITH SPECIAL HEALTH CARE NEEDS

NH Coalition for Citizens With Disabilities, Inc. d/b/a Parent Information Center Family-To-Family Health Information Center		FY 2014	FY 2015
1.	PERSONNEL		
a.	Co-Directors		
	Salary (\$28.37/hr. x 4 hrs/wk x 52 wks/yr)	\$5901.00	
	Salary (\$28.37/hr. x 4 hrs/wk x 52 wks/yr)		\$5901.00
b.	Project Coordinator		
	Salary (\$22.50/hr x 15 hrs/wk x 52wks/yr)	\$17,550.00	
	Salary (\$22.50/hr x 15/hrs/wk x 52 wks/yr)		\$17,550.00
c.	Youth Coordinator		
	Salary (\$21.5/hr. x 3 hrs/wk x 52 wks/yr)	\$3,354.00	
	Salary (\$21.50/hr x 3 hrs x 52/wks yr.		\$3,354.00
d.	Fringe (@ 26%)	\$6,967.00	
			\$6,967.00
	Subtotal: Personnel	\$33,772.00	\$33,772.00
2.	DIRECT EXPENSES/PROGRAM SUPPORT		
a.	Travel: In-state (@ \$0.55/mile)	\$1250.00	\$1250.00
	Travel: Out-of-State (@\$0.55/mile)	\$2750.00	\$2750.00
b.	Consultants	\$3,900.00	\$3,900.00
c.	Office Supplies	\$500.00	\$500.00
d.	Subscriptions	\$200.00	\$200.00
e.	Marketing/Communication	\$1000.00	\$1,000.00
f.	Resource Development	\$8,000.00	\$8,000.00
g.	Staff Education & Training	\$500.00	\$500.00
h.	Stipends	\$720.00	\$720.00
i.	Cultural/Linguistic Support	\$1,000.00	\$1,000.00
j.	Practice Incentive	\$3,000.00	\$3000.00
	<i>Subtotal: Personnel & Direct Expenses/Program Support</i>		
		\$55,342.00	\$55,342.00
3.	INDIRECT/ADMINISTRATIVE COSTS (@ 12.6%)	\$6,999.00	\$6,999.00
	TOTALS	62,341.00	\$62,341.00

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. 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:

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 Contractor's 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:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 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:

9. 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:

9.1 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.

9.2 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.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor 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.

10.1 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.

10.2 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.

11. 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.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 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.

12.2 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.

13. 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.

14. 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:

14.1 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.

15. 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.

16. 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.

17. 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:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 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

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – 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.

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.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. Subparagraph 7.2 of the General Provisions of this agreement is hereby amended to read:

"7.2. 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 has a contractual relationship with the State, or who is a State employee or official, elected or appointed, without prior written consent of the State. The Contracting Officer specified in Block 1.9 or his/her successor shall determine whether a conflict of interest exists."

2. Subparagraph 9.3. of the General Provisions of this agreement is deleted and the following paragraph added:

"9.3. The State, and anyone it shall designate, and the Contractor shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, all data, provided such data, when published, disclosed, distributed or otherwise used, shall not disclose any personal identifiers or confidential information as to any individual or organization without the prior written consent of such individual or organization."

3. Paragraph 14. of the General Provisions of this agreement is hereby amended to read:

"14.1. The Contractor shall, at its sole expense, obtain and maintain in force, for the benefit of the State, the following insurance:

14.1.1. Comprehensive general liability insurance in amounts not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

14.2. The policies described in subparagraph 14.1. of this paragraph shall be the standard form employed in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State."

4. The following paragraphs shall be added to the General Provisions of this agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall demand, the Contractor shall make available to the State all records pertaining to matters covered by this agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

"22.3. Inspection of Work Performed: The State or an authorized representative shall, at all reasonable times, have the right to enter into Contractor's premises, or such other places where duties under the contract are being performed, to inspect, monitor or otherwise evaluate the work being performed. The Contractor and all subcontractors must provide access to all reasonable facilities and assistance for State representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work."

"22.4. Under the provisions of the Contract, personnel benefits for the Key Personnel shall be consistent with and in accordance to any adopted personnel policies of the contractor specified in Block 1.3. Health insurance benefits shall be designated by the Contract Budget."

6. Following the approval by the Governor and Executive Council, this contract shall commence on or about July 1, 2013 and terminate on June 30, 2015, with an option for renewal by way of a 2-year extension (July 1, 2015 – June 30, 2017) subject to availability of funding and priorities, satisfactory performance of the Scope of Services by the Contractor, mutual agreement by the parties and approval of contract renewals by the Governor and Executive Council.
7. 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 identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

NH Department of Health and Human Services

STANDARD EXHIBIT D

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

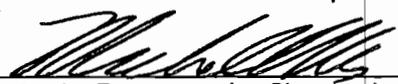
Place of Performance (street address, city, county, state, zip code) (list each location)

97 Pleasant Street, Concord, NH 03301

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

NH Coalition for Citizens with Disabilities, Inc.	From: 7/1/2013 To: 6/30/2015
(Contractor Name)	(Period Covered by this Certification)

Michelle Lewis, Executive Director
(Name & Title of Authorized Contractor Representative)

	5/31/13
(Contractor Representative Signature)	(Date)

Contractor Initials: ML
 Date: 5/31/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

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
*Socia 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

Contract Period: July 1, 2013 through June 30, 2015

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

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

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

[Handwritten Signature]
(Contractor Representative Signature)

Michelle Lewis, Executive Director
(Authorized Contractor Representative Name & Title)

NH Coalition for Citizens with Disabilities, Inc.
(Contractor Name)

5/31/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and 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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



(Contractor Representative Signature)

Michelle Lewis, Executive Director

(Authorized Contractor Representative Name & Title)

NH Coalition for Citizens with Disabilities, Inc.

(Contractor Name)

5/31/13

(Date)

Contractor Initials: (D)
Date: 5/31/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature)

Michelle Lewis, Executive Director

(Authorized Contractor Representative Name & Title)

NH Coalition for Citizens with Disabilities, Inc.

(Contractor Name)

5/31/13

(Date)

Contractor Initials: 

Date: 5/31/13

NH Department of Health and Human Services

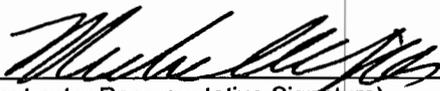
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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


(Contractor Representative Signature)

Michelle Lewis, Executive Director
(Authorized Contractor Representative Name & Title)

NH Coalition for Citizens with Disabilities, Inc.
(Contractor Name)

5/31/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Division of Community-Based Care Services
Bureau of Dev. Services, Special Medical Services

New Hampshire Coalition for Citizens
with Disabilities, Inc.

The State Agency Name

Name of the Contractor

Nancy L. Rollins

Michelle Lewis

Signature of Authorized Representative

Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Michelle Lewis
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Executive Director
Title of Authorized Representative

31 May 2013
Date

5/31/13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

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

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

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



Michelle Lewis, Executive Director

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

NH Coalition for Citizens with Disabilities, Inc

5/31/13

(Contractor Name)

(Date)

Contractor initials: 

Date: 5/31/13

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NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 119759876

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: _____

Contractor initials: (Signature)

Date: 5/31/13

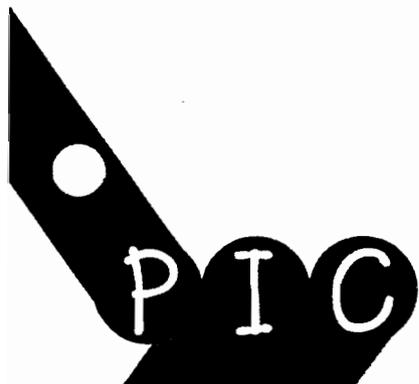
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NEW HAMPSHIRE COALITION FOR
CITIZENS WITH DISABILITIES, INC.
dba PARENT INFORMATION CENTER
FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2011

Parent Information Center Mission Statement

The Parent Information Center's (PIC's) mission statement is to
guide and encourage families in supporting the unique
learning potential of their children



KEY ADMINISTRATIVE PERSONNEL FISCAL YEAR 2014- 2015 .

Agency Name: NH Coalition for Citizens With Disabilities, Inc.

SFY	NAME	POSITION TITLE	ANNUAL SALARY	% FROM CONTRACT
2014	Michelle Lewis	Executive Director	57,000	-0-
2015	Michelle Lewis	Executive Director	57,000	-0-

Contractor Initials: DL
3/27/13

Treasa (Terry) Ohlson-Martin

EMPLOYMENT HISTORY

1994 – Present

Co-Director – NH Family Voices
Parent Information Center
Concord, NH 03302

Through an office at the State of NH, Special Medical Service Bureau (SMSB), convenes educational/social events for parents and professionals, makes presentations and educates families and support groups regarding available health care and related resources. Assist families with children with special health care needs seeking assistance with resources. Directs staff and oversees budgets from multiple funding sources.

1987 – 1994

Early Childhood Specialist
Parent Information Center
Concord NH 03302

Responsible for identification and collection of resources pertaining to early childhood issues. Coordinator of “expert team”, arrangements for regional needs assessment meeting, negotiation of technical assistance agreements with clients, provision of technical assistance, coordination with Technical Assistance to Parent Projects, Parent Information Center and other agencies serving preschool children with disabilities and provision of information to individuals regarding Public Law 99-457.

1987 – 1994

Northeast Regional Coordinator (CAPP Project)
Parent Information Center
Concord NH 03301

Provide technical assistance to Parent Training and Information programs and National Resource Parents served by the Northeast Regional Office. Respond to needs of families within the medical system. Reinforce the needs of families in the medial system with professionals. Work within the health care system to make funding accessible to families.

1988 – 1990

Adjunct Faculty
University of New Hampshire at Manchester
Manchester, NH 03105

EDUCATION & CERTIFICATIONS:

BS, Human Services, Springfield College, Springfield, MA 01109-3797
Educational Advocate, Teaching Organizational & Coping Skills, Educational Surrogate
Parent, Parent to Parent

MAJOR PRESENTATIONS:

Keynote Speaker, (topic) Family Involvement, Project STEP, Maine
Facilitator, Case Management Panel, Surgeon General’s Conference, Washington, DC
Keynote Speaker, topic – Public Awareness of 99-457, Indiana
Responder, IFSP Guidelines, CEC Conference, Nashville, Tennessee

Keynote, All of Us Together, Concord, NH
Keynote Speaker, Parents and Case Management, Facts Project, Florida
Panel Presentation, Integration: Beyond Day Care, EI Conference, Concord NH
Panel Presentation, Schools and the ADA, Section 504 and IDEA: Emerging Trends,
Franklin Pierce Law Center, Education Law Institute, Concord, NH
Keynote Speaker, Data Management, Washington, DC
Keynote Speaker, Interim Healthcare, Bedford, NH

PUBLICATIONS:

- Case Management Sourcebook, T. Ohlson-Editor, National Early Childhood Technical Assistance System, Chapel Hill, NC 1990
- Ensuring Access: Family Centered Health Care Financing Systems for Children with Special Health Needs, New England Serve Regional Task Force on Health Care Financing, published by New England Serve, 101 Tremont Street, Boston, MA 02108, 1992
- Early Childhood Bulletin: Primer for New ICC Parents, author, published by Federation for Children with Special Needs, 1135 Tremont Street, Suite 420, Boston MA 02120-2140, 1992
- Paying the Bills, co-author, published by NE Serve, 101 Tremont Street, Boston, MA 02108, 1992
- HIV/AIDS Education....It isn't Just for Health Class, co-author, Parent Information Center, PO Box 1422, Concord, NH 03302

WORKSHOPS DEVELOPED:

Early Childhood Amendments (PL 99-457)for Parents and Professionals
Disability Awareness for Children
Mainstreaming for Daycare Providers and Preschool Teachers
Becoming a Member of your Health Care Team for Parents
Keys To Collaboration
Paying the Bills
You Want Me To Call It What?

MEMBERSHIP:

Early Education and Intervention Network of NH Board of Directors, President
ICC, ESS cost share sub-committee, member
NH STAR Project, member

AWARDS:

Public Citizen of the Year, 2008, NH Pediatric Society
NH Citizen Action Leadership Award, 1996

PERSONAL:

Married, mother of four children, one with multiple disabilities. Former NH Foster Parent.

VITA

Martha-Jean Madison

NH Family Voices
129 Pleasant St.
Concord, NH 03301
(603) 271-4525

Professional Experience

NH Coalition for Citizens with Disabilities/Parent Information Center 1994 to Present Concord, NH

Co-Director, **NH Family Voices** -NH Family Voices oversees the Family to Family Health Information Center to support families having children with special health care needs, physical, developmental, mental health and educational needs.

Upper Valley Support Group 1991 to 1994 Hanover, NH

Contracted with NHDHHS, Special Medical Services, Title V CSHCN as a parent consultant to work with administration and staff to assure family centered care practices through outreach clinics and daily activities with families having CYSHCN.

Parent to Parent of New Hampshire Upper Valley Support Group 1991 to 1994 Hanover, NH

Supportive Parent Coordinator: Responsible for supporting trained parents in their role as direct supporters to new parents or parents needing supports in the care of their child with special health care needs and physical/cognitive disabilities. Collection, development and dissemination of community and statewide resource materials.

Education

Title V Block Grant Training
National Parent Leadership Training
Institute on Disabilities, Leadership Training
Medicaid's 1115 Waiver Program
Parent to Parent National Conference Training
Family Voices Coordinator Training

Presentations

- Partnerships for Progress, National Early Childhood Technical Assistance System, Washington, DC; 1998
- National Association of Pediatric Home and Community Care, 1998 Children with Special Health Care Needs Conference. Presentation; The Parent Consultant Role within a Direct Service Agency.
- Family Practice and Pediatric Residency Program, Concord Hospital, Concord, NH 2000-2003.
- Interim Healthcare Annual Conference; Keynote: "Family Centered Care"; 2004
- Federation of Families for Children's Mental Health; "Paying the Medical Bills"; 2004

Publications

"Pass It On" Newsletter – Editor, NH Family Voices, Special Medical Services, 29 Hazen Drive, Concord, NH 1991- present

"Voices From Home" Annual Report of Family Voices Activities in the United States; co-author; Family Voices, 2340 Alamo SE, Ste. 102, Albuquerque, NM; 2004/2005

"Maneuvering Through The Maze, A Family Resources Guide", Author, NH Family Voices; 2004, 2007, 2008, 2009, 2011

"Plugged In" A Transition Resource Guide for Young People with Disabilities Living in NH, Author, NH Family Voices; 2005, 2007, 2008, 2009

Safe Transportation for Infants and Children with Special Health Care Needs, co-author, Special Medical Services, 1996

Sexuality and Social Development: Resources for Parents on Sexuality and Social Development of Children with Disabilities, co-author, Special Medical Services, 6 Hazen Drive Concord, NH, 1996

Membership:

Family Voices – President, National Board of Directors, 2005 - 2007

Family Voices – National Board of Directors, 2002 - 2008

Family Voices – Vice President, National Board of Directors, 2003 - 2005

NHDHHS, Commissioners Adoption Advisory Committee, 2001- 2008

Awards:

NH Citizen Action, Leadership Award for Health Care Reform 1996.

NH Division of Children Youth and Families Service Award 1997.

NH Pediatric Society, Public Servant of the Year 1998.

National Family Voices, Volunteer of the Year 2005

Personal:

Married for thirty-five years, mother of twelve grown children, many with multiple disabilities, chronic illnesses and/or mental health challenges.

Sally Weiss

Objective

I am a detail oriented team player with many years of managerial and training experience.

Work Experience

Outreach & Social Media Coordinator

8/2008 – Present

I identify information, articles and resources appropriate for newsletter, resource publications and contact requests. I outreach to community organizations to identify resources for families. I develop online trainings for our website. I administer our active Facebook group.

Presenter

9/2003 – 5/2009 Department of Developmental Services, Concord, NH

- I am a part of a team of presenters that educate Service Providers in Family Centered Early Supports & Services (FC-ESS). My presentation is based around how Early Interventionists can successfully partner with families to ensure the optimal development of the children they serve. I give first hand anecdotes about how the experience of early intervention feels to the families receiving it. I also present a workshop based around writing meaningful outcomes for the 0-3 year old population being served in FC-ESS.

Legislative Liaison

6/2002 – 2/2006 One Sky Community Services, Portsmouth, New Hampshire

- I helped to Liaise between families who have children with Developmental Delays and the Area Agency. I update the families about current Bills passing through the NH House & Senate. I attend Policy meetings in Concord and organize events to educate our local Representatives & Senators. To accomplish the later I organize grass roots meetings. I attend to every detail personally and run the event to ensure its success.

Center Director/Trainer

2/1998 - 4/2004 Jenny Craig, Inc., Philadelphia & Manchester, PA & NH

- I started with Jenny Craig as a Program Director & worked my way up to eventually training new managers. As a Center Director I managed two centers. The first center that I managed had been marked (unknown to me), for closure as it had been so poorly managed. However, after 4 months and a lot of hard work by me & my team it was kept open. I am extremely proud of this accomplishment. As I knew the business from the bottom up, when I relocated to NH they created a position for me & I was able to train new managers. It was a thrill to watch them grow and be successful.

Sales Consultant

10/1995 - 2/1998 FIT, Quakertown, PA

- I was responsible for assisting my client's sales requests. I also

scheduled the consultants appointments and made all of the arrangements for their business trips.

Account Handler

10/1993 - 5/1995 Things, Ltd., Bow, London

- As a sales account handler I was responsible for many key accounts at this Merchandising Company based in the music industry. I relocated to the US in 1995.

Mental Health Aide

8/1992 - 10/1993 MACA, Bethnal Green, London

- After college I was given the opportunity to work in a short term rehab home for people with mental illness. This was a unique experience as it was at a time when the large Hospitals were closed down and individuals needed to learn the basic life skills that we take for granted.

Education

9/1999 - 7/2002 Kingston University, Kingston Upon Thames, Surrey

- Bachelor's Degree

BSc Degree with Honors in Sociology

Affiliations

9/2006 - 2009 Supporting Successful Early Childhood Transitions

- Board Member

9/2003 - Present Partners In Health

- Family Council Member

4/2006 - 6/2007 Council for Children with Chronic Health Condition

- Board Member

Skills

Skill Name	Skill Level	Last Used/Experience
▪ Microsoft office: word, excel	Expert	Currently used/15
▪ PowerPoint	Intermediate	Currently used/5

Additional Info

Graduate of Partner's In Health Parent Leadership Training - 2003, NH Cornerstone Project Family Subcommittee - 2005, Visual Bridges to Communication at SERESC, NH - 2004, Wrightslaw Bootcamp Workshop, Education-A-Must - 2004, Leadership with Barbara Stoker workshop- 2008, New England Family Voices Region 1 Conference - 2006, Certificate of Appreciation, Hood Center- 2005, 2006 & 2007, Above & Beyond Award for Outstanding Community Service, Partner's In Health - 2005-2006

GOALS AND OBJECTIVES

To expand on my education and experience so that I may effectively advocate, consult, or otherwise create support and outreach for children with special health care needs, their families, educators and other professionals who work with them.

EXPERIENCE

Outreach Coordinator New Hampshire Family Voices 2010-present
Plan and organize projects and trainings of NHFV. Provide information and referral services for families of and professionals who work with children with special health care needs.

President and Founder Spectrum 46 2008-present
Created a successful nonprofit whose mission is to support families and educators of children with Autism Spectrum Disorders in the towns served by SAU 46. Responsibilities include facilitating meetings, recruiting membership, fundraising, coordinating presentations with school district administration, promoting and advertising events.

Mentor/Clerk Audubon Society of New Hampshire Nature Store 2000-2001
Mentored operating store manager in daily operations, cash register set up and use, basic accounting principles and communication systems for staff and volunteers. Maintained store accounts and cash deposits.

Manager Art Plus Inc, Concord NH 1996-2000
Responsible for the maintenance, hiring, training and scheduling of staff, purchase and receipt of inventory, inventory systems set up and customer service of retail and custom frame shop clients.

COMMUNITY LEADERSHIP EXPERIENCE

Special Education Parent Resource Group Chair 2010-present
Salisbury Parent Teacher Group, President 2009-2011
Asperger's Association of NE, NH Chapter Leadership Board 2009-2010
Library Trustee, Salisbury Free Library 2007-2010

OTHER EMPLOYMENT EXPERIENCE

Manager Artist and Craftsman Supply, Portland ME 1992-1996
Assistant Manager Artist and Craftsman Supply, Portland ME 1988-1992

EDUCATION

HRSA/MCHB LEND Fellow, NH LEND Program, Dartmouth College, present
Volunteer Advocates for Special Education, 2011
Parent Leadership in Special Education, 2011
NH Leadership Series, UNH Institute on Disability, 2010
Graduate Certificate, Autism Spectrum Disorders, Antioch University 2009
BA Psychology, University of Maine, 1987 with Distinction
Over 75 hours of continuing education credits in topics related to Autism, Special Education and Leadership

AWARDS

Parent Involvement in Education Award, NH Connections, October 2011

Nicole Tucker

OBJECTIVE

Seeking a position within your company or group as a member of the advocacy team.

WORK EXPERIENCE

April 11' - Present

New Hampshire Family Voices
Youth Coordinator

Concord, NH

Sept. 04' - Present

YEAH COUNCIL (Youth Educating Adults on Healthcare)
Council Member

Manchester, NH

ACTIVITIES AND AWARDS

10' and 11'

Volunteer of the Year Award at UpReach signed by President Barack Obama

Goffstown, NH

Sept. 04' - 11'

Challenger Sports League

Goffstown, NH

EDUCATION

May 12' - Present

Startasl.com College

Online

Anticipated Graduation 2013 with Certification in American Sign Language

May 12' - Present

Horse Health College

Online

Anticipated Graduation 2013 with Courses regarding the overall health of a variety of different breeds of horses

August 04' - June 08'

Tucker's Home School

Manchester, N.H.

Diploma

June 08'

Manchester School of Technology

Manchester, N.H.

Vocational School Certificate of Completion in Culinary Arts

REFERENCES AVAILABLE UPON REQUEST

Karin Harvey-Olson

Profile

Articulate and energetic individual who is a self starter and has skills working within a multi-interdisciplinary team approach; in case management, Resource and Referrals, behavior management, sensory integration dysfunction, developmental disorders, medical disorders and group work.

Education

BS 1995 Sociology and Anthropology; with a concentration in Human Services, Northeastern University, Boston, MA

Certification in American Sign Language and Deaf Studies, 1996, Northeastern University

Continuing Education credits towards: Special Education, Deaf Education, Deaf-Blind Education and ASL Instruction

Professional Experience:

NH Family Voices, Concord, NH

Youth Transition Coordinator – Facilitates a Council of young adults with special healthcare needs and/or disabilities, co-creates materials and conferences with the youth, manages website and other social media, other projects as assigned

November 2007-present

AREA AGENCY OF GREATER NASHUA, Nashua, NH:

Respite provider (Full and Part time) – Respite provider for many families. Provide support for primary care givers including: Respite, Resource and Referral, Medical Procedures, G-tube feeding, Sign Language/ Communication training to families and individuals, and Case Management Services

December 1998- Present

Siblings Coordinator – Running multiple groups ranging in age from 3 years old through adulthood for individuals who have a brother or sister with a developmental disability or chronic health condition. Responsibilities include facilitating group activities and discussions as well as planning and implementing the entire program. Also has organized and ran statewide sibshops at the NH Family Support Program. **March 2003-June 2011**

Early Supports and Services Assistant Coordinator – Responsible for intake for children age birth through three with a developmental concern, including processing intake and referring to specific ESS teams. Also worked with the different teams in helping to manage their caseloads. **March 2003- June 2004**

Partners in Health Family Support Coordinator – Started the Nashua Partners in Health Program, a family support program for those with a child with a chronic health condition. **March 2002 – March 2003**

PLUS COMPANY, Nashua, NH:

Direct Support Professional – Provide weekend care in my home for a multiply disabled Deaf adolescent.

April 2003- 2006

PRECIOUS SIGNS, Nashua, NH

Offered Sign Language Instruction for Individuals, Families, and Professionals involved with those who are Deaf or Non-Verbal. Provided IEP and IFSP support. Had a website that provided education and equipment to individuals who are Deaf, Deaf-Blind, Hard of Hearing and Non-verbal. In addition, provided a weekly language enrichment group for toddlers and young children who are Deaf, Deaf-Blind, Hard of Hearing, Non-Verbal, Multi-Handicapped, or is a sibling of these individuals.

September 1996-Present

At this time Precious Signs offers Sign Classes and workshops throughout the year as well as individual sign instruction. **(2007)**

Specialized Childcare – Offering Specialized childcare for Deaf and Hearing children throughout New England at various Deaf Events.

April 1998- July 2000

Professional Nanny – Provided care for up to four children on a consistent basis, and seven children on an occasional basis.

June 1991 – June 1996

Volunteer Experience

VNA Childcare, Manchester, NH

Worked as an assistant to the Head Teacher with children of low economic status. Many grew up in abusive homes, some were in protective custody, and others had complications due to being heroine, cocaine or FAS babies.

1988-1991

Mass State Association of the Deaf Malden, MA

Data Entry, Inventory and Control of Assistive Communication Devices **Spring 1995**

Interests and Accomplishments

In High School, received award for the most volunteer hours, Spanish award for advanced placement studies and drama award. Had High Honors in High School. Graduated Magna Cum Laude from Northeastern. Participated in Golden Key National Honor Society and the Sigma Epsilon Rho Honor Society, both at Northeastern. Interests include American Sign Language, Developmental Disabilities, Deaf Studies, Sensory Integration Issues, Homeschooling, Feeding and Swallowing disorders, Speech and Language Issues, Autism Spectrum Disorders and Advocacy.

References: Furnished Upon Request

Lora Council, MD, MPH

Professional Experience

Family Medicine Physician 2008-Present
Dartmouth Hitchcock Community Group Practice
Hudson, NH

Medical Home Consultant 2008-Present
Dartmouth Hitchcock Regional Primary Care Center
Lebanon, NH

Medical Home Consultant 2008-Present
Center for Medical Home Improvement
Concord, NH

Residencies 2004-2008

NH Dartmouth Family Medicine Residency
Concord, New Hampshire. July 2004 – August 2007

Dartmouth-Hitchcock Leadership Preventive Medicine Residency
Concord & Lebanon, New Hampshire. September 2003 – October 2008

Dartmouth College, The Dartmouth Institute for Health Policy and Clinical Practice
Masters of Public Health, Hanover, New Hampshire. Completed June 2008

Education

University of Massachusetts Medical School, Worcester, MA 1999-2004
Medical Doctor, June 2004.

Brown University, Providence, RI 1994-1998
Bachelor of Science in Biology, May 1998

Sylvia Pelletier

EDUCATION

- 1983-1986 Rivier College – dual majors in Elementary Education / Special Education
1989-1991 Rivier College – continuation of above program, 101 credits accumulated
2000 The Children's Cause, Pediatric Cancer Advocacy Training
2000 Parent Information Center, Educational Advocate Training

EMPLOYMENT

1999- present NH Family Voices
Concord, NH

Outreach Coordinator / Project Coordinator

- Lending Library Coordinator – purchasing, cataloging, tracking utilization
- Database Implementation and Utilization
- Conduct Training – areas of focus; family engagement and leadership, chronic health conditions, Medical Home
- Project Coordinator – Epilepsy Improvement Project – quality improvement measure set up and data collection, reporting, quality improvement team facilitator (practice sites), parent / youth partner mentor, Learning Collaborative participation, conduct trainings for early childhood providers
- Consumer Advocate – Partners in Chronic Care, Integrated Services Grant
- Center for Medical Home Improvement Activities- served on NH Council on the Future of the Primary Care Medical Home (2007), NH Task Force on the Future of the Primary Care Medical Home (2008), participated in development of materials and training opportunities regarding Medical Home.

1998-1999 Hillsboro-Deering Elementary School
Hillsboro, NH

Speech & Language Assistant

- Planned and conducted therapy sessions for twenty students per week.
- Updated Individual Education Plans on a quarterly basis.

SELECTED CONFERENCE PRESENTATIONS

“Medical Home: Unlocking the Door to Extra-Ordinary Care,” Plenary Session, NAMI NH Annual Conference Concord, NH, March 2011.

“Medical Home & Family Centered Care,” Child Health Services Planning Day, June 2010.

“Collecting and Using Data: What You Need, Why You Need It, What You Can Do With It,” Candlelighters Affiliate Conference, March 2010.

“Primary Care Medical Home & School Nurses,” NH School Nurse Conference, April 2009. (Co-Presented with Center for Medical Home Improvement)

“Collaboration: The Key to Maximizing Resources and Impact,” Candlelighters Affiliate Conference, March 2008.

COMMUNITY ACTIVITIES

President Childhood Cancer Lifeline of NH 2000 – present

- Oversight of organizational operations
- Chair CCL Weekend Fundraiser at Pats Peak Ski Area
- CCL Camp Winning Spirit Coordinator
- Point of contact for referring providers

Vice President Childhood Cancer Lifeline of NH 1996-2000

- Family Contact & Grocery Program Coordinator
- Chair Blues Night Fundraiser
- CCL Camp Winning Spirit Coordinator
- Publish Newsletter

Secretary Childhood Cancer Lifeline of NH 1995-1996

- Organizational record maintenance
- Correspondence Coordinator
- Support group facilitator

Member Community Diversion Panel 2001-present
Office of Youth Services –Hillsboro, NH

Affiliate Advisory Board Member 2007-2010
Candlelighters Childhood Cancer Foundation
(now American Childhood Cancer Organization)

PERSONAL

- Extensive personal experience with special medical issues, specifically cancers and epilepsy. Two of three children are cancer survivors.

Parent Information Center
Board of Directors May 2, 2013

Marcia Bagley
Board Secretary

Joy Sabolevski, MBA
Board Vice Chair
Member 2011

Stacey Dailey
Member 2011

Shirley Salach
Member 2008

Shawna DeFrancesco
Member 2013

Yesenia Schuler
Member 2013

Sandra E. Fay
Board Treasurer
Member 2012

Sherry Pratt
Member 2013

Paula Ferenc
Board Chair
Member 2011

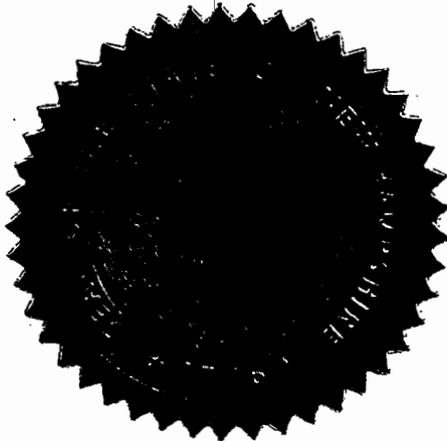
Parent Information Center Staff:
Executive Director
Michelle Lewis

John Moulis
Member 2010

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE COALITION FOR CITIZENS WITH DISABILITIES, INC. is a New Hampshire nonprofit corporation formed October 7, 1975. 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 1st day of April A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2013

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

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

PRODUCER Infantine Insurance P. O. Box 5125 Manchester NH 03108		CONTACT NAME: Vivian Pinette PHONE (A/C, No, Ext): (603) 669-0704 E-MAIL ADDRESS: vivian@infantine.com FAX (A/C, No):	
INSURED NH Coalition For Citizens With Disabilities Manchester Street PO Box 2405 Concord NH 03302-2405		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Ins Co	NAIC # 18058
		INSURER B: AmGuard	43290
		INSURER C: Mount Vernon Fire Ins. Co.	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL12123105859 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PHPK953514	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000	
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Employee Benefits Liab.						PERSONAL & ADV INJURY \$ 1,000,000	
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY			PHPK953514	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	ANY AUTO ALL OWNED AUTOS						SCHEDULED AUTOS NON-OWNED AUTOS	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/>	BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB404427	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$	
	DED						RETENTION \$ 10,000	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NHWC421457	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WS/STABL TORY LIMITS <input checked="" type="checkbox"/> OTHL ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				EL EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						EL DISEASE - EA EMPLOYEE \$ 500,000	
							EL DISEASE - POLICY LIMIT \$ 500,000	
C	Professional Liability			WDO2003251H	1/1/2013	1/1/2016	\$1,000,000 Occurrence	
							\$1,000,000 Aggregate	

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

CERTIFICATE HOLDER NH Dept of Health & Human Services 129 Pleasant St. Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Chuck Hamlin/BVP 