

83 *SW*

SMC



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4493 1-800-852-3345 Ext. 4493
Fax: 603-271-0545 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 2, 2014

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

1059 Federal

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a contract renew and amend option with Creative Classrooms Inc., Purchase Order #1024336, Vendor # 167161-B001, 81 Chester Road, Raymond, NH, by increasing the Price Limitation by \$167,600 from \$181,400 to \$349,000 to provide Sexually Transmitted Disease, Human Immunodeficiency Virus and Hepatitis, logistics and capacity building services to the Human Immunodeficiency Virus Planning Group and contracted service providers, and extend the Completion Date from June 30, 2014 to June 30, 2016, effective July 1, 2014 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on June 6, 2012, Item #76.

Funds are available in the following accounts for SFY 2015, and are anticipated to be available in SFY 2016, upon the availability and continued appropriation of funds in the future operating budget, 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.

05-95-90-902510-5189 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HIV/AIDS PREVENTION

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-500734	Social Services Contract	90024000	79,500	0	79,500
SFY 2014	102-500734	Social Services Contract	90024000	79,500	0	79,500
SFY 2015	102-500731	Contracts for Prog Svc	90024000	0	63,600	63,600
SFY 2016	102-500731	Contracts for Prog Svc	90024000	0	63,600	63,600
			Sub Total	\$159,000	\$127,200	\$286,200

05-95-90-902510-2227 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, STD PREVENTION

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2015	102-500731	Contracts for Prog Svc	90025000	0	9,000	9,000
SFY 2016	102-500731	Contracts for Prog Svc	90025000	0	9,000	9,000
			Sub Total	\$0	\$18,000	\$18,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-500734	Social Services Contract	90024100	11,200	0	11,200
SFY 2014	102-500734	Social Services Contract	90024100	11,200	0	11,200
SFY 2015	102-500731	Contracts for Prog Svc	90024100	0	11,200	11,200
SFY 2016	102-500731	Contracts for Prog Svc	90024100	0	11,200	11,200
			Sub Total	\$22,400	\$22,400	\$44,800
			Total	\$181,400	\$167,600	\$349,000

EXPLANATION

Funds in this agreement will be used to provide logistical and capacity building support to the Human Immunodeficiency Virus Planning Group and to contracted service providers. Logistical support includes meeting planning, recording, transcribing, and distribution of meeting minutes and providing orientation materials to new members. Capacity building includes support for planning group members and contracted service providers to attend required technical assistance trainings, conferences and/or workshops. The goal of these services is to enhance the ability of service providers to provide quality, cost effective services and to ensure a collaborative, coordinated approach to providing prevention, care and treatment services.

Human Immunodeficiency Virus planning is one of the federal requirements for all grantees of Centers for Disease Control receiving prevention funding. Comprehensive Human Immunodeficiency Virus care services planning is one of the requirements of the federal Ryan White Care Act 2000 reauthorization. The planning group is made up of a diverse group of professionals working in Human Immunodeficiency Virus prevention, medical treatment and social services related fields. Additionally, this group has members who are persons living with the virus.

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

Creative Classrooms Inc. was selected for this project through a competitive bid process. The Request for Proposals was posted on the Department of Health and Human Services web site from December 1, 2011 through December 15, 2011. Notification was sent to agencies that provide this type of service throughout the state and a bidder's conference was held on December 8, 2011 to provide in depth information to potential applicants.

Two proposals were submitted in response to the Request for Proposals. Three Department of Health and Human Services and one external reviewer evaluated the two proposals. The four reviewers were chosen because they have between five and thirteen years experience managing agreements with vendors for various public health programs. Areas of specific expertise include sexually transmitted disease and Human Immunodeficiency Virus prevention, laboratory analysis, medical care coordination, emergency preparedness, and grants management. The reviewers based their evaluation criteria on agency capacity, plan of operation and budget information provided by the two bidders. The reviewers scored each proposal individually, then convened as a group to discuss and reach consensus on each of the proposals. In the initial review these two proposals scored very high with only two points in favor of one over the other, as a result the applicants were asked to resubmit their budget documents and provide two references that could be contacted. After a second review took place to discuss the budget and reference materials, this applicant had the higher final score by a margin of four points. The Request for Proposals scoring summary is attached.

As referenced in the original letter approved by Governor and Council on June 6, 2012, Item #76, and in the Request for Proposal, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option.

The following performance measures, monitored through site visits and successfully met in the current agreement period, will continue to be used to measure the effectiveness of the agreement.

- Ninety five percent of Human Immunodeficiency Virus testing and prevention materials distributed to agency sites are logged on the appropriate distribution log within one week of distribution.
- One hundred percent of meeting minutes are transcribed and distributed to the Infectious Disease Prevention, Investigation and Care Section staff for initial review within seven working days of the meeting date.
- One hundred percent of Human Immunodeficiency Virus Planning Group meetings conducted are led by a facilitator.
- By June 30, 2015, a website with Human Immunodeficiency Virus Planning Group related content is launched.

Area served: Statewide.

Source of Funds: 100% Federal Funds, from Centers for Disease Control and Prevention, and from the Health Resources and Services Administration.

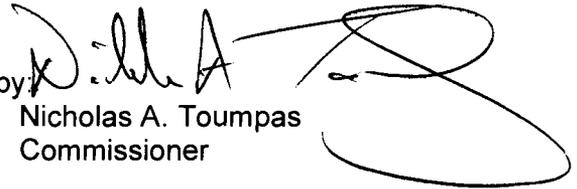
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

**STD/HIV/HEP Planning Logistics and Capacity Building
External Review Summary**

Program Name	Infectious Disease - Prevention, Investigation and Care Section (ID-PICS)			
Contract Purpose	STD/HIV/HEP Planning, Logistics & Capacity Building			
	Recommended For Funding		Not Recommended For Funding	
	Max Pts			
RFP Criteria		Creative Classrooms Inc.	Welcoming Light Inc.	
Agency Capacity	30	29.0	27.0	
Program Structure	50	48.0	48.0	
Budget & Justification	15	11.0	8.0	
Format	5	4.0	4.0	
References	25	24.0	25.0	
Total	125	116.0	112.0	
Budget Requested				
SFY 13		\$90,700	\$90,700	
SFY 14		\$90,700	\$90,700	
Total Requested		\$181,400	\$181,400	
Budget Awarded				
SFY 13		\$90,700	\$0	
SFY 14		\$90,700	\$0	
Total Award		\$181,400	\$0	
RFP Reviewers	Job Title	Affiliation	Qualifications	
Sarah Bennett	STD/HIV Partner Services Coordinator	Maine Dept. of Health	The four reviewers have between five and thirteen years experience managing agreements with vendors for various public health programs. Areas of specific expertise include STD and HIV prevention, laboratory analysis, Emergency Preparedness, HIV medical care coordination and grants management.	
Heather Baro	Emergency preparedness Program manager	NH DPHS ID-PICS		
Carol Loring	Virology Supervisor	NH Public Health Lab		
Sarah McPhee	HIV Care Services Program manager	NH DPHS ID-PICS		



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Creative Classrooms Inc.**

This 1st Amendment to the Creative Classrooms Inc., contract (hereinafter referred to as "Amendment One") dated this 1st day of May, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Creative Classrooms Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 81 Chester Road, Raymond, New Hampshire 03077.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 6, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the Department desires to amend the agreement by extending the completion date and increasing the price limitation.

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

To amend as follows:

- Form P-37, to change:
Block 1.7 to read: June 30, 2016
Block 1.8 to read: \$349,000.00
- Exhibit A, Scope of Services to add:
Exhibit A – Amendment 1
- Exhibit B, Purchase of Services, Contract Price, to add:

Paragraph 1.1 to Paragraph 1:

The contract price shall increase by \$83,800 for SFY 2015, and by \$83,800 for SFY 2016.

Paragraph 1.2 to Paragraph 1:

Funding is available as follows:

- \$127,200 from 05-95-90-902510-5189-102-500731, 100% federal funds from the U.S. Centers for Disease Control and Prevention, CFDA #93.940, Federal Award Identification Number (FAIN), U62PS003655, for HIV prevention services.



- \$18,000 from 05-95-90-902510-2227-102-500731, 100% federal funds from the U.S. Centers for Disease Control and Prevention, CFDA #93.977, Federal Award Identification Number (FAIN), H25PS004339, for STD prevention services.
- \$22,400 from 05-95-90-902510-2222-102-500731, 100% federal funds from the U.S. Health Resources and Services Administration, CFDA #93.917, Federal Award Identification Number (FAIN), X07HA00003, for HIV care services.

Delete Paragraph 6

Replace with:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

- Budget, to add:
Exhibit B-1 (2015) - Amendment 1
Exhibit B-1 (2016) - Amendment 1

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



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

State of New Hampshire
Department of Health and Human Services

5/16/14
Date

[Signature]
Brook Dupee
Bureau Chief

Creative Classrooms Inc.

May 1, 2014
Date

[Signature]
Name:
Title: Ex-Director

Acknowledgement:

State of NH, County of Rockingham on May 1, 2014, 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. (Frederic Bell only)

[Signature]
Signature of Notary Public or Justice of the Peace

Debra Reynolds, JP
Name and Title of Notary or Justice of the Peace
Commission: October 21, 2014



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

OFFICE OF THE ATTORNEY GENERAL

5/20/14
Date

Amanda C. Godlewski
Name: *Amanda C. Godlewski*
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:



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. Project Description

On behalf of the New Hampshire Department of Health and Human Services (NH DHHS), the Division of Public Health Services (DPHS), the Bureau of Infectious Disease Control (BIDC), the Creative Classrooms, Inc., will provide Planning, Logistics, and Capacity Building services for Sexually Transmitted Disease (STD), Human Immunodeficiency Virus (HIV), Viral Hepatitis (Hep) and Tuberculosis (TB) Programs.

2. Required Activities

1. Participate in quarterly site visits and conference calls as needed to review current or pending deliverables.
2. Purchase, distribute and track HIV and Hepatitis C (HCV) testing kits and prevention supplies to contracted service providers as requested and as approved by the DPHS.
3. Ensure availability of services the business day preceding all meetings to allow for last minute items/changes to meeting materials/agenda if required or requested by DPHS.
4. Secure adequate meeting space and provide logistical support for meetings/trainings/conferences as required (required meetings are outlined in 2.7 and 2.8) or as requested by DPHS. Maintain complete and accurate attendance sheets for all meetings.
5. Develop and compile evaluation summaries for all trainings/conferences. Provide Continuing Education Units (CEUs) or Contact Hours when appropriate, including but not limited to: nurse, social workers, mental health counselors, and licensed alcohol and drug counselors.
6. Arrange for capacity building for DPHS contracted service providers as requested by the DPHS. Capacity building activities will include:
 - a. Procurement of technical assistance that may include software or other related development projects to enhance efficiency and data reporting to the DPHS.
 - b. Sponsoring attendance at conferences/trainings approved by the DPHS.
7. Provide logistical support for the following HIV Planning Group (HPG) activities:

NH HIV HPG	6 meetings per year
NH HPG Executive Committee:	6 meetings per year
NH HPG Work Groups	4 meetings per year
8. Provide logistical support for the following contracted service provider capacity building activities:

HIV Prevention Contractors	4 meetings per year
STD/HIV/Hep/TB Contractors/Stakeholders	8 meetings per year
HIV Medical Advisory Group	4 meetings per year
HIV Care Case Management Contractors	4 meetings per year

 - Logistical support includes:
 - a. Develop and maintain current contact lists of contractors/stakeholders/meeting attendees.



Exhibit A – Amendment 1

- b. Transcribe meeting minutes and submit draft to DPHS staff for review within seven days of the meeting date; distribute final version as requested and approved by the DPHS. Securely store and maintain the final meeting minutes as part of that meetings record. Destroy all draft copies of minutes; tape recordings etc. once meeting minutes are final.
 - c. Collect and summarize meeting evaluations and distribute summaries to individuals identified by the DPHS.
 - d. Provide financial support in the form of mileage reimbursement and other associated costs to HPG members who meet the eligibility criteria as defined and approved by the DPHS.
9. Provide webinar and electronic evaluation capability for meetings and trainings as requested by the DPHS.
10. Make available a facilitator for all HPG Advisory and General Membership meetings to facilitate those meetings and to coordinate the development of workplan activities with individual committees as directed by DPHS.
11. Establish and maintain a website specifically for information sharing on HPG activities in consultation with the DPHS.

3. Compliance and Reporting Requirements

3.1 Compliance Requirements

1. Maintain compliance with the DPHS security and confidentiality guidelines related to all protected health information.
2. Identify one staff person as the primary agency staff person to serve as the DPHS point of contact and one agency staff person as an alternate point of contact. These individuals will be responsible for ensuring all required reporting is timely and complete and will respond to any DPHS staff inquiries.
3. Properly complete and submit all required documentation on appropriate forms supplied by the DPHS for each client or service supported by these funds.
4. Maintain ongoing records that comply with the NH Bureau of Health Facilities requirements for each client. All records shall be available for review by the DPHS upon request during site visits.
5. Review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

3.2 Reporting Requirements

1. Submit a quarterly report of completed activities in a format approved by DPHS.
2. Provide a quarterly calendar documenting the availability of services and the projected projects to be completed during that time period.
3. Provide a distribution log of all HIV and HCV test kits in a format approved by DPHS.



Exhibit A – Amendment 1

4. Performance Measures

Performance Measure #1

Goal: To ensure that HIV and HCV testing and prevention supplies are distributed to service provider agencies effectively and in a timely manner.

Target: 95% of HIV and HCV testing and prevention supplies distributed to sites are logged on the appropriate distribution log within one week of distribution.

Numerator- The number of HIV and HCV testing and prevention supply distributions listed on the distribution log that were logged within one week of the distribution date.

Denominator- The number of HIV testing and prevention supply distributions listed on the distribution log.

Performance Measure #2

Goal: To ensure that meeting minutes are reviewed are accurate and are distributed in a timely manner.

Target: 100% of meeting minutes transcribed are distributed to the DPHS staff for initial review within seven working days of the meeting date.

Numerator- The number of DPHS meetings requiring minutes transcribed by the contractor that are distributed to the DPHS staff within seven working days of the meeting date.

Denominator- The number of DPHS meetings requiring minutes to be transcribed.

Performance Measure #3

Goal: To ensure that logistical support activities provide intended and successful outcomes in meeting facilitation and workplan development by respective committees.

Target: 100% of HPG meetings conducted are led by a facilitator.

Numerator- The number of HPG meetings facilitated annually.

Denominator- The number of DPHS meetings requiring facilitator services annually.

Performance Measure #4

Goal: To ensure successful implementation of an HPG related website.

Target: Launch of a website by the contractor with HPG related activities content on or before June 30, 2015.

Exhibit B-1 (2015) - Amendment 1

Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Creative Classrooms, Inc

Budget Request for: Planning, Logistics, & Capacity Building Services

(Name of RFP)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 27,955.00	\$ -	\$ 27,955.00	
2. Employee Benefits	\$ 9,150.00	\$ 435.00	\$ 9,585.00	50% IRA Contribution
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Prevention	\$ 5,000.00	\$ -	\$ 5,000.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 4,500.00	\$ -	\$ 4,500.00	HIV/HCV Tests & Controls
Office	\$ 450.00	\$ 250.00	\$ 700.00	25% of all office supplies
6. Travel	\$ 1,800.00	\$ -	\$ 1,800.00	
7. Occupancy	\$ -	\$ 5,500.00	\$ 5,500.00	25% Office
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ 510.00	\$ 510.00	20% Phone/Internet
Postage	\$ 500.00	\$ -	\$ 500.00	
Subscriptions	\$ 800.00	\$ 100.00	\$ 900.00	15% MS / Intuit Sub.
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ 750.00	\$ 750.00	48% Worker Comp Est.
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 3,500.00	\$ -	\$ 3,500.00	
13. Other - Logistical Support: Capacity	\$ 17,600.00	\$ -	\$ 17,600.00	
14. Other - Logistical Support: Training	\$ 5,000.00	\$ -	\$ 5,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 76,255.00	\$ 7,545.00	\$ 83,800.00	

Indirect As A Percent of Direct

9.9%

Contractor Initials: JCS

Date: 5/1/14

**Exhibit B-1 (2016) - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Creative Classrooms, Inc

Budget Request for: Planning, Logistics, & Capacity Building Services
(Name of RFP)

Budget Period: SFY 2016

Line Item	Direct Budget	Indirect Budget	Total	Allocation Method for Indirect Budget Cost
1. Total Salary/Wages	\$ 27,955.00	\$ -	\$ 27,955.00	
2. Employee Benefits	\$ 9,045.00	\$ 540.00	\$ 9,585.00	50% IRA Contribution
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Prevention	\$ 5,000.00	\$ -	\$ 5,000.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 4,500.00	\$ -	\$ 4,500.00	HIV/HCV Tests & Controls
Office	\$ 450.00	\$ 250.00	\$ 700.00	25% of all office supplies
6. Travel	\$ 1,800.00	\$ -	\$ 1,800.00	
7. Occupancy	\$ -	\$ 5,500.00	\$ 5,500.00	25% Office
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ 510.00	\$ 510.00	20% Phone/Internet
Postage	\$ 500.00	\$ -	\$ 500.00	
Subscriptions	\$ 800.00	\$ 100.00	\$ 900.00	15% MS / Intuit Sub.
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ 750.00	\$ 750.00	48% Worker Comp Est.
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 3,500.00	\$ -	\$ 3,500.00	
13. Other - Logistical Support: Capacity	\$ 17,600.00	\$ -	\$ 17,600.00	
14. Other - Logistical Support: Training	\$ 5,000.00	\$ -	\$ 5,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 76,150.00	\$ 7,650.00	\$ 83,800.00	

Indirect As A Percent of Direct

10.0%

Contractor Initials: FCB

Date: 5/1/14

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CREATIVE CLASSROOMS is a New Hampshire nonprofit corporation formed June 25, 1973. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of April A.D. 2014

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

William M. Gardner
Secretary of State

W a l n u t H i l l

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

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

CERTIFICATE OF VOTE/AUTHORITY

I, William Fregosi, of Creative Classrooms Inc., do hereby certify that:

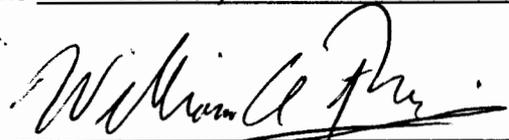
1. I am the duly elected Secretary of the Board of Creative Classrooms, Inc.
2. The following are true copies of two resolutions duly adopted a by the Board of Directors by way of a vote taken April 30, 2014.

RESOLVED: That this corporation enters into any and all contracts, amendments, renewals, revisions or modifications Thereto, with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services.

RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contracts with the State of New Hampshire and to execute any and all documents, agreements and other instruments; and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate. Frederic (Fritz) Bell is the duly elected/appointed Executive Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 30, 2014.

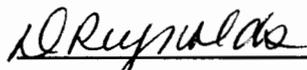
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Board of Directors of this corporation this 30 day of April, 2014.



(Secretary of the Board of Directors)

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 30th of April 2014 by William Fregosi.


Notary Public/Justice of the Peace

October 21, 2014
My Commission Expires on the date above



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2014

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Dot Warshaw	
	PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No): (603) 645-4331 E-MAIL ADDRESS: dvarshaw@crossagency.com	
INSURED Creative Classrooms, Inc., DBA: Frederick Bell Walnut Hill 81 Chester Road Raymond NH 03077	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Western World	13196
	INSURER B: Twin City Fire Ins Co	29459
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL1442307601 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		NN363995	10/28/2013	10/28/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A 04WECNJ3522	10/18/2013	10/18/2014	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER baversa@dhhs.state.nh.us State of NH- Public Services Division NH DHHS 29 Hazen Drive Concord, NH 03301-6504	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 Dot Warshaw/DW4 <i>Dorothy J Warshaw</i>
---	--

CREATIVE CLASSROOMS, INC.

FINANCIAL STATEMENTS

**FOR THE YEAR ENDED
DECEMBER 31, 2012**

TABLE OF CONTENTS

	PAGE
INDEPENDENT ACCOUNTANTS' COMPILATION REPORT	1
FINANCIAL STATEMENTS	
Statement of Financial Position	2
Statement of Activities	3
SUPPLEMENTARY INFORMATION	
Schedule of Expenses	4

HOWARD & DIONNE

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Board of Directors
Creative Classrooms, Inc.
Raymond, NH

We have compiled the accompanying statement of financial position of Creative Classrooms, Inc. (a tax-exempt organization) as of December 31, 2012 and the related statement of activities for the year then ended, and the accompanying supplementary information contained in the Schedule of Expenses, which is presented only for supplementary analysis purposes. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

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

Howard & Dionne, CPAs, PC

May 3, 2013

A PROFESSIONAL CORPORATION
56 Main Street Raymond, NH 03077 603-895-0101
545 Route 3A Bow, NH 03304 603 715-2084
www.howcocpas.com

CREATIVE CLASSROOMS, INC.
Statement of Financial Position
December 31, 2012

ASSETS

	2012		Memo Only
	Operating Fund	Facilities Fund	Total All Funds
CURRENT ASSETS			
Cash	\$ 41,747	\$ 0	\$ 41,747
Accounts receivable	156	0	156
Inventory	<u>5,317</u>	<u>0</u>	<u>5,317</u>
Total current assets	<u>47,220</u>	<u>0</u>	<u>47,220</u>
PROPERTY AND EQUIPMENT			
Leasehold improvements	0	157,282	157,282
Equipment	<u>25,727</u>	<u>0</u>	<u>25,727</u>
Total property and equipment	25,727	157,282	183,009
Less accumulated depreciation	(<u>25,727</u>)	(<u>127,302</u>)	(<u>153,029</u>)
Net property and equipment	<u>0</u>	<u>29,980</u>	<u>29,980</u>
Total assets	<u>\$ 47,220</u>	<u>\$ 29,980</u>	<u>\$ 77,200</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES			
Accounts payable and accrued liabilities	\$ <u>42,614</u>	\$ <u>0</u>	\$ <u>42,614</u>
Total current liabilities	<u>42,614</u>	<u>0</u>	<u>42,614</u>
NET ASSETS			
Unrestricted (Operating fund)	4,606	0	4,606
Temporarily restricted (Facilities fund)	<u>0</u>	<u>29,980</u>	<u>29,980</u>
Total net assets	<u>4,606</u>	<u>29,980</u>	<u>34,586</u>
Total liabilities and net assets	<u>\$ 47,220</u>	<u>\$ 29,980</u>	<u>\$ 77,200</u>

See independent accountants' compilation report.

CREATIVE CLASSROOMS, INC.
Statement of Activities
For the Year Ended December 31, 2012

	2012		Memo Only
	Operating Fund	Facilities Fund	Total All Funds
REVENUE			
Grant income	\$ 119,236	\$ 0	\$ 119,236
Rentals	0	37,497	37,497
Contributions	6,977	0	6,977
Appletree education	420	0	420
Textbook/merchandise sales	103	0	103
Interest income	32	0	32
Total revenue	<u>126,768</u>	<u>37,497</u>	<u>164,265</u>
EXPENSES			
Program services	105,546	0	105,546
Management and general	48,025	0	48,025
Facilities	0	16,281	16,281
Total expenses	<u>153,571</u>	<u>16,281</u>	<u>169,852</u>
EXCESS OF (EXPENSES OVER REVENUE)			
REVENUE OVER EXPENSES	(26,803)	21,216	(5,587)
NET ASSETS – BEGINNING OF YEAR			
	9,716	30,457	40,173
FUND TRANSFERS			
	21,693	(21,693)	0
NET ASSETS – END OF YEAR			
	\$ <u>4,606</u>	\$ <u>29,980</u>	\$ <u>34,586</u>

See independent accountants' compilation report.

CREATIVE CLASSROOMS, INC.
Supplementary Information
Schedule of Expenses
For The Year Ended December 31, 2012

	2012			
	Program Services	Facilities Fund	Mgmt & General	Memo Only Total All
Payroll expenses and benefits	\$ 43,818	\$ 0	\$ 39,223	\$ 83,041
Grant equipment and expenses	33,492	0	0	33,492
Training and logistical support	15,563	0	0	15,563
Utilities	0	6,403	0	6,403
Subcontract/adjunct/stipends	6,084	0	0	6,084
Insurance	0	4,729	512	5,241
Travel	3,251	0	1,044	4,295
Repairs and maintenance	0	3,780	0	3,780
Office expenses and postage	169	0	3,112	3,281
Rent	3,059	88	0	3,147
Telephone and internet	0	0	1,936	1,936
Professional fees	0	0	1,000	1,000
Supplies and equipment	0	720	0	720
Advertising	0	0	618	618
Depreciation expense	0	477	0	477
Miscellaneous	110	84	56	250
Bank charges	0	0	224	224
Dues and subscriptions	0	0	110	110
Licenses and fees	0	0	105	105
Meals and entertainment	0	0	83	83
Interest expense	0	0	2	2
Total expenses	\$ <u>105,546</u>	\$ <u>16,281</u>	\$ <u>48,025</u>	\$ <u>169,852</u>

See independent accountants' compilation report.

Mission Statement - December 1990

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

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

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

Addendum to Mission Statement - March 2001

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

Board of Directors

Fritz Bell (**Executive Director**)
83 Chester Road
Raymond, NH 03077
(603) 895-2437
fritz@ttlc.net

William Fregosi (**Secretary/Treasurer**)
83 Chester Road
Raymond, NH 03077
(603) 557-3063
wagf@hotmail.com

Herbert Kronish
90 Green Street
Needham, MA 02492
(781) 449-2705
herbkro@attglobal.net

Miriam Kronish
90 Green Street
Needham, MA 02492
(781) 449-2705
miriam.kronish@go.cambridgecollege.edu

Marlene Lein (**Board President**)
1217 Elm Street, #202
Manchester, NH 03101
(603) 666-4140
marl7254@aik.com

Flora Piterack
11 Water's Edge
Atkinson, NH 03811
(603) 890-6536
fpiterak@yahoo.com

Gerry Santilli
2 Ravena Ave
Riverside RI 02915
(401) 270-7385
greeyasntilli@msn.com

Peg Treavainen
2 Burt St
Hooksett, NH 03106
(603) 485-7898
peggypie03106@comcast.net

Michael Wynne
513 Chester Turnpike
Candia, NH 03034
(603) 671-0053
dub.qynnw@gmail.com

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Creative Classrooms, Inc

Name of Bureau/Section: Infectious Disease Prevention, Investigation, & Care Services Section

				AMOUNT PAID FROM THIS CONTRACT
Debra Reynolds	Program & Office Manager	\$58,240	48.00%	\$27,955
		\$0	0.00%	\$0
		\$0	0.00%	\$0
		\$0	0.00%	\$0
		\$0	0.00%	\$0
		\$0	0.00%	\$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$27,955

				AMOUNT PAID FROM THIS CONTRACT
Debra Reynolds	Program/Office Manager	\$58,240	48.00%	\$27,955
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$27,955

Debra (Debbie) Reynolds

RELATED WORK EXPERIENCE

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

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

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

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

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

References supplied upon request

SRD/A



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4502 1-800-852-3345 Ext. 4502
Fax: 603-271-4934 TDD Access: 1-800-735-2964



His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

May 8, 2012 APPROVED F/C _____
DATE 6/6/12
APPROVED G&C # 76
DATE _____
NOT APPROVED _____

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control, Infectious Disease Prevention, Investigation and Care Section to enter into an agreement with the Creative Classrooms Inc. (Vendor #167161-B001), 81 Chester Road, Raymond, NH 03077 to provide Sexually Transmitted Disease, Human Immunodeficiency Virus and Hepatitis, logistics and capacity building services to the Human Immunodeficiency Virus Planning Group and contracted service providers, to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2014, in an amount not to exceed \$181,400. Funds are available in the following accounts for SFY 2013 and are anticipated to be available in SFY 2014 depending on the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts if needed and justified between State Fiscal Years.

05-95-90-902510-5189 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HIV/AIDS PREVENTION

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500734	Social Services Contract	90024000	79,500
SFY 2014	102-500734	Social Services Contract	90024000	79,500
			Sub-Total	\$159,000

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

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500734	Social Services Contract	90024100	11,200
SFY 2014	102-500734	Social Services Contract	90024100	11,200
			Sub-Total	\$22,400
			Total	\$181,400

EXPLANATION

Funds in this agreement will be used to provide logistical and capacity building support to the Human Immunodeficiency Virus Planning Group and to contracted service providers. Logistical support includes meeting planning, recording, transcribing, and distribution of meeting minutes and providing orientation materials to new members. Capacity building includes support for planning group members and contracted service providers to attend required technical assistance trainings, conferences and/or workshops. The goal of these services is to enhance the ability of service providers to provide quality, cost effective services and to ensure a collaborative, coordinated approach to providing prevention, care and treatment services.

Human Immunodeficiency Virus planning is one of the federal requirements for all grantees of Centers for Disease Control receiving prevention funding. Comprehensive Human Immunodeficiency Virus care services planning is one of the requirements of the federal Ryan White Care Act 2000 reauthorization. The planning group is made up of a diverse group of professionals working in Human Immunodeficiency Virus prevention, medical treatment and social services related fields. Additionally, this group has members who are persons living with the virus.

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

Creative Classrooms Inc. was selected for this project through a competitive bid process. The Request for Proposals was posted on the Department of Health and Human Services web site from December 1, 2011 through December 15, 2011. Notification was sent to agencies that provide this type of service throughout the state and a bidder's conference was held on December 8, 2011 to provide in depth information to potential applicants.

Two proposals were submitted in response to the Request for Proposals. Three Department of Health and Human Services and one external reviewer evaluated the two proposals. The four reviewers were chosen because they have between five and thirteen years experience managing agreements with vendors for various public health programs. Areas of specific expertise include sexually transmitted disease and Human Immunodeficiency Virus prevention, laboratory analysis, medical care coordination, emergency preparedness, and grants management. The reviewers based their evaluation criteria on agency capacity, plan of operation and budget information provided by the two bidders. The reviewers scored each proposal individually, then convened as a group to discuss and reach consensus on each of the proposals. In the initial review these two proposals scored very high with only two points in favor of one over the other, as a result the applicants were asked to resubmit their budget documents and provide two references that could be contacted. After a second review took place to discuss the budget and reference materials, this applicant had the higher final score by a margin of four points. The Request for Proposals scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, this competitively procured agreement has an option to renew for two (2) additional years, contingent upon the satisfactory delivery of services, availability of funding, agreement of the parties and approval of the Governor and Council. These services were contracted previously with this agency in SFY 2012 in the amount of \$118,343. This represents a decrease of \$27,643 per year. The decrease is due to a reduction in the availability of funding.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 8, 2012
Page 3

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

- Ninety five percent of meeting minutes are transcribed and distributed to the Infectious Disease Prevention, Investigation and Care Section staff for initial review within seven working days of the meeting date.
- Ninety five percent of Human Immunodeficiency Virus testing and prevention materials distributed to agency sites are logged on the appropriate distribution log within one week of distribution.

Area served: Statewide.

Source of Funds: 100% federal funds from the Centers for Disease Control and Prevention and the Health Resources and Services Administration.

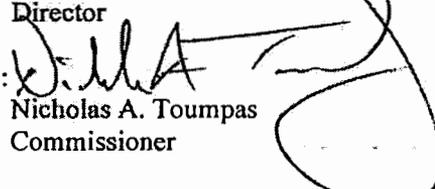
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

RL/rl

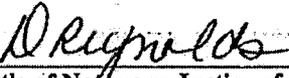
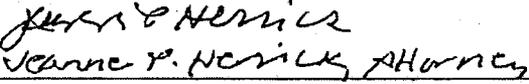
Subject: Sexually Transmitted Disease, Human Immunodeficiency Virus and Hepatitis Planning, Logistics, and Capacity
 Building

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Creative Classrooms Inc.		1.4 Contractor Address 81 Chester Road Ramond, NH 03077	
1.5 Contractor Phone Number (603)895-2437	1.6 Account Number 010-090-5189-102-500734 010-090-2222-102-500734	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$181,400
1.9 Contracting Officer for State Agency Joan H. Ascheim, Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Frederic D. Bell, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>4/25/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be that person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Debra Reynolds, Justice of the Peace, Commission Expires 10/21/14			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Joan H. Ascheim, Bureau Chief	
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:  Jeanne P. Herlihy, Attorney On: <u>14 May 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

Exhibit A
Scope of Services

Sexually Transmitted Disease, Human Immunodeficiency Virus and Hepatitis (STD/HIV/HEP) Planning, Logistics, and Capacity Building

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2014

CONTRACTOR NAME: Creative Classrooms Inc.

ADDRESS: 81 Chester Road
Raymond, NH 03077

DIRECTOR: Frederic Bell
TELEPHONE: 603-895-2437

The Contractor shall provide:

1. Sexually Transmitted Disease, Human Immunodeficiency Virus and Hepatitis (STD/HIV/HEP) Planning, Logistics, and Capacity Building services.

General Provisions

The contractor shall:

1. Participate in monthly meetings/conference calls to review current or pending work items as a means to establish consistent and efficient communication processes to clarify expectations, provide updates, discuss challenges/barriers, and share information.
2. Submit a bi-weekly calendar in advance documenting the projected availability of services and the projected projects to be worked on in that two-week period. Notify the Division of Public Health Services (DPHS) of any changes to this calendar immediately.
3. Submit reports as requested and in the format provided by the DPHS on program activities deemed high priority.
4. Update annually the NH STD/HIV/HEP Resource guide to assure accurate contact information and add/delete resources identified since the last update with input and oversight from the DPHS.
5. Purchase, distribute and track HIV testing and prevention supplies to be provided to STD/HIV/HEP service provider as identified by and in the format provided by the DPHS.
6. Subcontract with qualified staff to conduct partner notification for high risk clients in accordance with the most recent Center for Disease Control (CDC) Partner Services guidelines and DPHS standards
7. Ensure availability of services the business day preceding all meetings to allow for last minute items/changes to meeting materials.
8. Secure adequate meeting space for 5 trainings/conferences/workshops per year as directed by the DPHS. Develop and compile evaluation summaries for all trainings and provide Continuing Education Units (CEUs) or Contact Hours when appropriate.

9. Arrange for capacity building to increase the effectiveness of STD/HIV/HEP service providers as requested by the DPHS. Capacity building activities will include:
 - a. Procurement of technical assistance that may include software or other related development projects to enhance efficiency and data reporting to the DPHS.
 - b. Enhance the ability of STD/HIV/HEP service providers by sponsoring attendance at conferences and/or trainings approved by the DPHS.
 - c. Develop and maintain a list of capacity building trainings and attendees at these trainings.

10. Provide logistical support for the following HIV Planning Group (HPG) activities:

NH HPG	6 meetings per year
NH HPG Executive Committee:	6 meetings per year
NH HPG Work Groups	4 meetings per year

11. Provide logistical support for the following STD/HIV/HEP service provider capacity building activities:

HIV Prevention Contractors	4 meetings per year
STD/HIV/HEP Contractors/Stakeholders	8 meetings per year
HIV Medical Advisory Group	4 meetings per year
HIV Care Case Management Contractors	4 meetings per year

- Logistical Support will include:
 - a. Develop and maintain respective contractor contact lists and HIV Planning Group stakeholders contact list.
 - b. Secure adequate meeting space.
 - c. Facilitate the arrangement of meetings and conferences for the purpose of dissemination of technical information.
 - d. Attendance at all meetings where support is provided.
 - e. Document minutes of meetings where logistical support is provided. Submit draft minutes to key DPHS staff for review and approval, distribute final minutes to all parties as indicated by the DPHS. Securely store and maintain the final meeting minutes as part of that meetings record. Destroy all draft copies of minutes; tape recordings etc. once meeting minutes are final.
 - f. Collect and summarize meeting evaluations and distribute summaries to individuals identified by the DPHS.
 - g. Provide financial support in the form of mileage reimbursement and other associated costs to HIV Planning Group members who meet the eligibility criteria as defined by the DPHS.
 - h. Secure Continuing Education Units (CEU's) for trainings as requested by the DPHS.
 - i. Coordinate with the DPHS on technical assistance to be provided to the above groups on various topics.

12. Provide webinar and electronic evaluation capability for meetings and trainings as directed by the DPHS.

13. Assist the DPHS in other related projects considered high priority.

Data Collection and Reporting

The contractor shall:

1. Comply with the DPHS security and confidentiality guidelines related to all protected health information.
2. Identify one staff person as the agency staff person to serve as the DPHS point of contact. This individual will be responsible for ensuring all required reporting is timely and complete and will respond to any DPHS staff inquiries.

3. Properly complete and submit all required documentation on appropriate forms supplied by the DPHS for each client supported by these funds.
4. Maintain ongoing records that comply with the NH Bureau of Health Facilities requirements for each client. All records shall be available for review by the DPHS upon request.
5. Review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

Numbers Served

1. STD/HIV/HEP Planning, Logistics, and Capacity Building services will be provided for a minimum of 41 meetings per year.

Performance Measures

Performance Measure #1

Goal: To ensure that HIV testing and prevention supplies are distributed to service provider agencies effectively and in a timely manner.

Target: 95% of HIV testing and prevention supplies distributed to sites are logged on the appropriate distribution log within one week of distribution.

Numerator- The number of HIV testing and prevention supply distributions listed on the appropriate distribution log that were logged within one week of the distribution date.

Denominator- The number of HIV testing and prevention supply distributions listed on the appropriate distribution log.

Performance Measure #2

Goal: To ensure that meeting minutes are reviewed and distributed in a timely manner.

Target: 95% of meeting minutes are transcribed and distributed to the DPHS staff for initial review within seven working days of the meeting date.

Numerator- The number of DPHS meetings requiring minutes transcribed by the contractor that are distributed to the DPHS staff within seven working days of the meeting date.

Denominator- The number of DPHS meetings requiring minutes to be transcribed.

Cultural and linguistically Appropriate Standards of Care

DPHS recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, DPHS expects the Contractor shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of minimal English skills with interpretation services. Offer consumers a forum through which clients have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

4. The contractor shall maintain a program policy that sets forth compliance with title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing the service (e.g. trained interpreter, staff person who speaks the language of the client, use of the language line).

State and Federal Laws

The contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities. The contractor shall:

1. Report all cases of communicable diseases according to RSA 141-C and Hep 301 on the proper forms as supplied by the DPHS Infectious Disease Surveillance Section.
2. Assure that all employees comply with the reporting requirements of RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.
3. Assure compliance with RSA 318:42 regarding dispensing of medications in public health clinics and compliance with RSA-318 relative to the dispensing of non-controlled drugs by an ARNP or registered nurse.
4. Assure compliance with all Clinical Laboratory Improvement Act (CLIA) and RSA 141.F.
5. Comply with the CDC's "Content of AIDS Related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in CDC Assistance Program" January, 1991, and RSA 141-F. All materials developed or purchased must be reviewed or approved by the STD/HIV Prevention Section and the NH HIV Materials Review Committee. Compliance with RSA 141-F, "Any materials, courses, and programs distributed, developed, or provided shall stress that abstinence or a monogamous relationship and avoiding drugs are the most effective ways to prevent contracting the Human Immunodeficiency Virus."

Publications Funded Under Contract

1. The DPHS and/or its funders will retain copyright ownership for any and all original materials produced with DHHS contract funding, including, but not limited to; brochures, resource directories, websites, protocols or guidelines, posters and/or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C1 (5).

Staffing

1. Vacancies – If any positions essential to carrying out the scope of services become vacant the Contractor shall notify DPHS within 10 days. The contractor should keep the section informed with regard to the search for filling all essential position.
2. New Hires - The Contractor shall notify the DPHS prior to the filling any vacant positions essential to carrying out this scope of service. A resume of the employee shall accompany this notification.
3. Subcontractors – DPHS shall pre-approve all subcontracts initiated by the contractor to enable completion of the work outlined in this contract. The contractor shall submit the entire text of the agreement for review prior to the planned initiation of the agreement. Subcontractors may not begin work until approval of the agreement

has been granted to the contractor. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this exhibit.

4. Staff Evaluation – The contractor will conduct evaluation of all medical and counseling staff annually, results of these evaluations shall be made available upon request.

Meetings and Trainings

1. All staff conducting HIV Counseling, Testing and Referral shall attend the three-day Fundamentals of HIV Prevention Counseling course.
2. The contractor shall send the designated point of contact from each funded site or designee to meetings and training required, including, but not limited to: semi-annual meetings and scheduled trainings.

The remainder of this page is intentionally left blank

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Sexually Transmitted Disease, Human Immunodeficiency Virus and Hepatitis (STD/HIV/HEP) Planning, Logistics, and Capacity Building

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2014

CONTRACTOR NAME: Creative Classrooms Inc.

ADDRESS: 81 Chester Road
Raymond, NH 03077

DIRECTOR: Frederic Bell
TELEPHONE: 603-895-2437

Vendor #167161-B001	Job #90024000	Appropriation #010-090-51890000-102-50734
Vendor #167161-B001	Job #90024100	Appropriation #010-090-22220000-102-50734

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$181,400 for Sexually Transmitted Disease, Human Immunodeficiency Virus and Hepatitis Planning, Logistics, and Capacity Building services funded from 100% federal funds, \$159,000 from the Centers for Disease Control (CDC) CFDA #93.940 and \$22,400 from the Health Resources Services Administration (HRSA) CFDA #93.917

TOTAL: \$181,400

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. 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 funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
4. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

NH Department of Health and Human Services

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 fundors 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 fundors, 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 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 agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

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 directed 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, Division of Public Health Services, with funds provided in part or in whole 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. **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 government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

(1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: 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 incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

(2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

The State of New Hampshire determined that the contract activities are of a low risk of liability, and the parties waive the requirement of paragraph 14 of the P-37 in that the contractor provide comprehensive general liability insurance in the amount of \$2 million per incident and instead, accept the insurance provided by contractor in the amount of \$1 million per incident.

17. Renewal:

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

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