



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

November 13, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend a **sole source** agreement with one of the vendors listed below (in bold type) to provide clinical testing, public health investigation and case management, as well as outreach and education services, by increasing the contract price limitation by \$40,000 from \$921,955 to \$961,955 in the aggregate with no change to the contract completion date of June 30, 2020, effective upon approval by the Governor and Executive Council. 79.2% Federal Funds and 20.8% General Funds.

Vendor Name	Location	Vendor ID	Current Amount	Increase/ Decrease	Revised Amount
City of Nashua, Division of Public Health and Community Services	18 Mulberry Street, Nashua NH 03060	177441- B011	\$415,800	\$0	\$415,800
<b>Manchester Health Department</b>	1528 Elm Street, Manchester, NH 03101	177433- B009	\$506,155	\$40,000	\$546,155
		<b>Total</b>	<b>\$921,955</b>	<b>\$40,000</b>	<b>\$961,955</b>

Funds are available in the following accounts for State Fiscal Year (SFY) 2019 and are anticipated to be available in SFY 2020 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

**SEE ATTACHED FISCAL DETAILS**

**EXPLANATION**

The original agreement is **sole source** because the Manchester Health Department is the only local municipal public health entity with the legal authority and infrastructure necessary to provide disease surveillance and investigation, mitigate public health hazards; and enforce applicable laws and regulations in the Greater Manchester area.

Funds in this agreement provide clinical testing, outreach and educational services in the Greater Manchester area, to prevent and control the following array of infectious diseases: tuberculosis (TB), human immunodeficiency virus (HIV), sexually transmitted diseases (STD), hepatitis C Virus (HCV) and vaccine-preventable diseases, such as pertussis. The services are

provided through effective partnerships with community and local health care systems for the purposes of:

- 1) Increasing immunization rates among children, adolescents and adults, and
- 2) Detecting, treating and preventing the spread of infectious diseases.

Notwithstanding any other provision of the contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

Infectious diseases affect the entire population, and a comprehensive statewide approach is needed to prevent them. In 2017, the City of Manchester received more than 1,100 reports of infectious diseases that are required to be reported by healthcare providers and laboratories in accordance with NH RSA 141-C. In particular, Manchester has been hard hit by gonorrhea and syphilis outbreaks that began in 2016, as well as HIV and hepatitis C virus infections associated with injection drug use. The services funded in the agreement help to limit the spread of these infections through investigative activities that identify people who may have been exposed as well as offering testing, treatment, and education. Additionally, services provided by the Contractor address the increasing incidence of infectious diseases associated with injection drug use, which will be used to support testing, prevention, education, and community health worker outreach initiatives in this at-risk population.

The Department has worked closely with the Manchester Health Department for over a decade to provide immunization services to individuals unable to access immunizations at a private health care provider practice. The Manchester Health Department has been instrumental in vaccinating children and adolescents eligible for vaccine through the Vaccine for Children (VFC) Program, and uninsured adults at no cost or reduced cost to the individual. By addressing pockets of need through community-based education and outreach activities, the Manchester Health Department has been successful at reducing the number of vaccine-preventable disease outbreaks and raising immunization coverage rates.

The following performance measures/objectives will be used to measure the effectiveness of this agreement, and the Contractor shall ensure that:

1. Ninety percent (90%) of clients with pulmonary TB, with a one-year treatment plan, complete treatment within twelve (12) months of documented treatment initiation.
2. Seventy-five percent (75%) of high-risk infected persons placed on treatment for a latent tuberculosis infection (LTBI) complete treatment within twelve (12) months of documented treatment initiation.
3. Ninety percent (90%) of clients with pulmonary TB complete treatment within twelve (12) months of treatment initiation.
4. Ninety percent (90%) of clients with pulmonary TB complete treatment within twelve (12) months of documented treatment initiation.
5. Ninety percent (90%) of newly reported persons with active TB have a documented HIV test.
6. Ninety-five percent (95%) of close contacts are evaluated for LTBI or TB.
7. Ninety percent (90%) of infected close contacts complete treatment.

8. Ninety percent (90%) of Class A and Class B arrivals are evaluated for TB and LTBI within thirty (30) days of arrival notification.
9. Ninety percent (90%) of Class A and Class B arrivals with LTBI complete treatment within twelve (12) months of initiation.
10. Ninety-seven percent (97%) of public school children are vaccinated with all required school vaccines.
11. Seventy percent (70%) of school-aged children are vaccinated against influenza as reported by the Immunization Information System, when available.
12. Ninety percent (90%) of conventional HIV test results are returned to client within thirty (30) days of testing date.
13. Ninety-five percent (95%) of newly identified, confirmed HIV positive test results are returned to clients within thirty (30) days.
14. Ninety-five percent (95%) of newly identified HIV positive cases referred to medical care attend their first medical appointment within thirty (30) days of receiving a positive test result.
15. Eighty percent (80%) of diagnosed chlamydia cases receive appropriate treatment within fourteen (14) days of specimen collection.
16. Eighty percent (80%) of diagnosed gonorrhea cases receive appropriate treatment within fourteen (14) days of specimen collection.
17. Eighty percent (80%) of diagnosed primary or secondary syphilis cases receive appropriate treatment within fourteen (14) days of specimen collection.
18. Ninety-five percent (95%) of newly identified HCV antibody positive individuals who do not receive a RNA test at the time of antibody screening receive a documented referral to medical care at that time.

As referenced in the Exhibit C-1 of this contract, the Department reserves the right to extend services for up to an additional two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval by the Governor and Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2019 and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

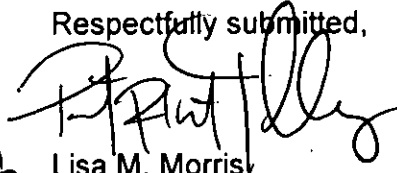
Should the Governor and Executive Council not authorize this request, critical public health activities may not be completed in a timely manner, which may lead to an increased number of related infectious disease cases in the State.


Area served: Greater Manchester Area.

Source of Funds: 75.04% Federal Funds from the Centers for Disease Control and Prevention CFDA #93.268, FAIN #H23IP000757; CFDA #93.733, FAIN #H23IP000986; CFDA #93.94, FAIN #U62PS924538; CFDA #93.977, FAIN #H25PS004339, 4.16% Federal Funds from DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment. CFDA #93.354 FAIN U90TP921963 and 20.8% General Funds.

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

Respectfully submitted,

  
fa Lisa M. Morris  
Director

  
Approved by:  
Jeffrey A. Meyers  
Commissioner

## Fiscal Details

**City of Nashua, Division of Public Health and Community Services (Vendor ID #177441-B011)  
05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND  
HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION**

Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase/Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	90023317	\$45,000	\$0	\$45,000
2019	102-500731	Contracts for Program Services	90023011	\$20,000	\$0	\$20,000
2020	102-500731	Contracts for Program Services	90023317	\$45,000	\$0	\$45,000
2020	102-500731	Contracts for Program Services	90023011	\$20,000	\$0	\$20,000
			<i>Subtotal:</i>	\$130,000	\$0	\$130,000

**05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND  
HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION**

Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase/Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	90024000	\$80,000	\$0	\$80,000
2019	102-500731	Contracts for Program Services	90025000	\$15,400	\$0	\$15,400
2020	102-500731	Contracts for Program Services	90024000	\$80,000	\$0	\$80,000
2020	102-500731	Contracts for Program Services	90025000	\$15,400	\$0	\$15,400
			<i>Subtotal:</i>	\$190,800	\$0	\$190,800

**05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND  
HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL**

Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase/Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	90020006	\$35,000	\$0	\$35,000
2019	547-500394	Disease Control Emergencies	TBD	\$25,000	\$0	\$25,000
2020	102-500731	Contracts for Program Services	90020006	\$35,000	\$0	\$35,000
			<i>Subtotal:</i>	\$95,000	\$0	\$95,000
			<b>TOTAL:</b>	\$415,800	\$0	\$415,800

## Fiscal Details

Manchester Health Department (Vendor ID #177433-B009)

**05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION**

Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase/Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	90023317	\$46,049	\$0	\$46,049
2019	102-500731	Contracts for Program Services	90023010	\$23,951	\$0	\$23,951
2019	102-500731	Contracts for Program Services	90023011	\$20,000	\$0	\$20,000
2020	102-500731	Contracts for Program Services	90023317	\$46,049	\$0	\$46,049
2020	102-500731	Contracts for Program Services	90023010	\$23,951	\$0	\$23,951
2020	102-500731	Contracts for Program Services	90023011	\$20,000	\$0	\$20,000
			<i>Subtotal:</i>	\$180,000	\$0	\$180,000

**05-95-90-902510-50930000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, ADULT IMMUNIZATION**

Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase/Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	90023330	\$22,855	\$0	\$22,855
			<i>Subtotal:</i>	\$22,855	\$0	\$22,855

**05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION**

Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase/Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	90024000	\$87,500	\$0	\$87,500
2019	102-500731	Contracts for Program Services	90025000	\$15,400	\$0	\$15,400
2020	102-500731	Contracts for Program Services	90024000	\$80,000	\$0	\$80,000
2020	102-500731	Contracts for Program Services	90025000	\$15,400	\$0	\$15,400
			<i>Subtotal:</i>	\$198,300	\$0	\$198,300

## Fiscal Details

**05-95-90-902510-70390000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL, PUBLIC HEALTH CRISIS RESPONSE**

Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase/Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	90703900	\$0	\$40,000	\$40,000
			<i>Subtotal</i>	\$0	\$40,000	\$40,000

**05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL**

Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase/Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	90020006	\$35,000	\$0	\$35,000
2019	547-500394	Disease Control Emergencies	TBD	\$35,000	\$0	\$35,000
2020	102-500731	Contracts for Program Services	90020006	\$35,000	\$0	\$35,000
			<i>Subtotal:</i>	\$105,000	\$0	\$105,000
			<b>TOTAL:</b>	\$506,155	\$0	\$546,155
			<b>GRAND TOTAL:</b>	\$921,955	\$0	\$961,955



**New Hampshire Department of Health and Human Services  
Infectious Disease Prevention Services**

---

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Infectious Disease Prevention Services Contract**

This 1<sup>st</sup> Amendment to the Infectious Disease Prevention Services contract (hereinafter referred to as "Amendment #1") dated this 20<sup>th</sup> day of September, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Health Department, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 1528 Elm Street Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 22, 2018 (Item #7), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$546,155.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
4. Add Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.5, to read:
  - 1.5. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the State Opioid Response Grant from the Substance Abuse and Mental Health Services Administration.
5. Add Exhibit B-1 Amendment #1, SFY 2019 Budget, Expanded HIV/HCV Testing In Corrections.
6. Add Exhibit B-2 Amendment #1, SFY 2020 Budget, Expanded HIV/HCV Testing In Corrections.





**New Hampshire Department of Health and Human Services  
Infectious Disease Prevention Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/19/18  
Date

[Signature]  
Name: USA Morris  
Title: Director DPHS DHHS

Manchester Health Department

11/7/18  
Date

[Signature]  
Name: Joyce Craig  
Title: Mayor

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 11/7/18, before the undersigned officer, personally appeared the person identified directly 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]  
Signature of Notary Public or Justice of the Peace

Ryan Mahoney, Notary Public  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 2/11/20

Ryan P. Mahoney  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires 2/11/2020

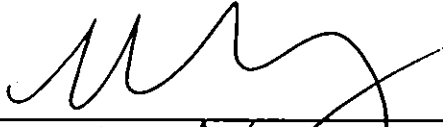


**New Hampshire Department of Health and Human Services  
Infectious Disease Prevention Services**

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

OFFICE OF THE ATTORNEY GENERAL

11/27/19  
Date

  
Name: Megan A. Lynde  
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 B-1 Amendment #1  
SFY 2019 Budget  
Expanded HIV/HCV Testing In Corrections

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Bidder Name:** Manchester Health Department

**Budget Request for:** Expanded HIV/HCV testing in Corrections  
(Name of RFP)

**Budget Period:** SFY 2019

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 23,147.15	\$ -	\$ 23,147.15	
2. Employee Benefits	\$ 2,342.85	\$ -	\$ 2,342.85	
3. Consultants	\$ 75.00	\$ -	\$ 75.00	
4. Equipment:		\$ -	\$ -	
Rental		\$ -	\$ -	
Repair and Maintenance		\$ -	\$ -	
Purchase/Depreciation		\$ -	\$ -	
5. Supplies:		\$ -	\$ -	
Educational	\$ 100.00	\$ -	\$ 100.00	
Lab		\$ -	\$ -	
Pharmacy		\$ -	\$ -	
Medical	\$ 550.00	\$ -	\$ 550.00	
Office	\$ 160.00	\$ -	\$ 160.00	
6. Travel	\$ 100.00	\$ -	\$ 100.00	
7. Occupancy		\$ -	\$ -	
8. Current Expenses		\$ -	\$ -	
Telephone		\$ -	\$ -	
Postage		\$ -	\$ -	
Subscriptions		\$ -	\$ -	
Audit and Legal		\$ -	\$ -	
Insurance		\$ -	\$ -	
Board Expenses		\$ -	\$ -	
9. Software		\$ -	\$ -	
10. Marketing/Communications	\$ 2,000.00	\$ -	\$ 2,000.00	
11. Staff Education and Training	\$ 25.00	\$ -	\$ 25.00	
12. Subcontracts/Agreements		\$ -	\$ -	
13. Other (specific details mandatory):	\$ 3,500.00	\$ -	\$ 3,500.00	
		\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 32,000.00</b>	<b>\$ -</b>	<b>\$ 32,000.00</b>	

Indirect As A Percent of Direct

0.0%

*JL*  
4/7/18

Exhibit B-2 Amendment #1  
SFY 2020 Budget  
Expanded HIV/HCV Testing In Corrections

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Bidder Name:** Manchester Health Department

**Budget Request for:** Expanded HIV/HCV testing in Corrections  
(Name of RFP)

**Budget Period:** SFY 2020

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 5,172.50	\$ -	\$ 5,172.50	
2. Employee Benefits	\$ 1,002.50	\$ -	\$ 1,002.50	
3. Consultants	\$ 75.00	\$ -	\$ 75.00	
4. Equipment:		\$ -	\$ -	
Rental		\$ -	\$ -	
Repair and Maintenance		\$ -	\$ -	
Purchase/Depreciation		\$ -	\$ -	
5. Supplies:		\$ -	\$ -	
Educational	\$ 100.00	\$ -	\$ 100.00	
Lab		\$ -	\$ -	
Pharmacy		\$ -	\$ -	
Medical	\$ 200.00	\$ -	\$ 200.00	
Office	\$ 100.00	\$ -	\$ 100.00	
6. Travel	\$ 50.00	\$ -	\$ 50.00	
7. Occupancy		\$ -	\$ -	
8. Current Expenses		\$ -	\$ -	
Telephone		\$ -	\$ -	
Postage		\$ -	\$ -	
Subscriptions		\$ -	\$ -	
Audit and Legal		\$ -	\$ -	
Insurance		\$ -	\$ -	
Board Expenses		\$ -	\$ -	
9. Software		\$ -	\$ -	
10. Marketing/Communications	\$ 500.00	\$ -	\$ 500.00	
11. Staff Education and Training	\$ 50.00	\$ -	\$ 50.00	
12. Subcontracts/Agreements	\$ 250.00	\$ -	\$ 250.00	
13. Other (specific details mandatory):	\$ 500.00	\$ -	\$ 500.00	
		\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 8,000.00</b>	<b>\$ -</b>	<b>\$ 8,000.00</b>	

Indirect As A Percent of Direct

0.0%

CERTIFICATE OF VOTE

I, Matthew Norman, do hereby certify that:  
(Name of the City Clerk of the Municipality)

- 1. I am duly elected City Clerk of the City of Manchester
- 2. The following is a true copy of an action duly adopted at a meeting of the Board of Mayor and Aldermen duly held on October 30, 2018

RESOLVED: That this Municipality enter into a contract amendment with the State of New Hampshire, Department of Health and Human Services.

RESOLVED: That Joyce Craig  
(Mayor of the City of Manchester)

hereby is authorized on behalf of this municipality 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 foregoing action on has not been amended or revoked and remains in full force and effect as of November 7, 2018

- 4. Joyce Craig (is/are) the duly elected Mayor of the City of Manchester.

Matthew Norman  
(Signature of the Clerk of the Municipality)

State of New Hampshire  
County of Hillsborough

The foregoing instrument was acknowledge before me this 17<sup>th</sup> day of

November, 2018 by Matthew Norman  
(Name of Person Signing Above)

(NOTARY SEAL)

Ryan Mahoney  
(Name of Notary Public)

Title: Notary Public/Justice of the Peace  
Commission Expires: 2/11/20

Ryan P. Mahoney  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires 2/11/2020

**Kevin J. O'Neil**  
Risk Manager



**CITY OF MANCHESTER**  
*Office of Risk Management*  
**CERTIFICATE OF COVERAGE**

NH DHHS  
129 Pleasant Street  
Concord, New Hampshire 03301

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

**DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD**  
For the City of Manchester's Health Department Grant for 6-30-2018 through 6-30-2020.

Issued the 7<sup>th</sup> day of May, 2018.

  
\_\_\_\_\_  
Risk Manager

*Timothy M. Soucy, MPH, REHS*  
*Public Health Director*

*Anna J. Thomas, MPH*  
*Deputy Public Health Director*



**BOARD OF HEALTH**  
*Stephanie P. Hewitt, MSN, FNP-BC*  
*Elaine M. Michaud, Esquire*  
*Christopher N. Skaperdas, DMD*  
*Ellen Smith Tourigny*  
*Tanya A. Tupick, DO*

**CITY OF MANCHESTER**  
*Health Department*

**BOARD OF HEALTH MEMBERS:**

Members: Elaine M. Michaud, Esquire  
Devine, Millimet & Branch, P.A.  
111 Amherst Street  
Manchester NH 03101  
(603) 695-8546

Christopher N. Skaperdas, DMD  
Christopher N. Skaperdas, PLLC  
101 Webster Street  
Manchester NH 03104  
(603) 668-0244

Stephanie P. Hewitt, MSN, FNP-BC  
Southern New Hampshire University  
2500 North River Road  
Manchester NH 03106  
(603) 494-2343

Ellen Smith Tourigny  
Certified Chemistry Teacher  
Central High School  
191 N Gate Rd  
Manchester NH 03104

Tanya A. Tupick, D.O.  
Catholic Medical Center Urgent Care  
5 Washington Place, Suite 1B  
Bedford NH 03310  
(603) 232-7521

1528 Elm Street • Manchester, New Hampshire 03101 • (603) 624-6466  
Administrative Fax: (603) 624-6584 – Community Health Fax: (603) 665-6894  
Environmental Health & School Health Fax: (603) 628-6004  
E-mail: [health@manchesternh.gov](mailto:health@manchesternh.gov) • Website: [www.manchesternh.gov/health](http://www.manchesternh.gov/health)

**NICOLE T. LOSIER, MSN, RN**

---

**EDUCATION:**

**Master of Science in Nursing** 2007  
*University of New Hampshire* Durham, NH  
Sigma Theta Tau International Honor Society of Nursing

**Bachelor of Science in Behavioral Neuroscience, Minor in Philosophy** 1996  
*Northeastern University* Boston, MA  
Magna Cum Laude • Outstanding Co-op Achievement Award • Amelia Peabody Scholar • Carl S. Ell  
Scholar • Dean's List • Honors Program

**NURSING EXPERIENCE:**

**Public Health Nurse Supervisor** March 2014 – Present  
*City of Manchester* Manchester, NH  
Supervise Community Health staff including Certified Community Health Nurses, Community Health  
Nurses, Public Health Specialist, Registered Dental Hygienist and Dental Assistant • Plan, direct and  
evaluate community health programs • Compile monthly, quarterly, semi-annual and annual reports for  
community health programs • Develop and prepare budget and grant requests

**Community Health Nurse** July 2013 – March 2014  
*City of Manchester* Manchester, NH  
Conduct case investigations for reported communicable disease cases • Provide case management for  
high-risk latent Tuberculosis infections and active Tuberculosis cases • Provide clinical services  
including: child and adult immunizations, STD/HIV counseling & testing, Mantoux skin testing • Point  
person for the Tuberculosis program in Manchester

**School Nurse II** August 2011 – June 2013  
*City of Manchester* Manchester, NH  
Promote and maintain the health of school children • Obtain student health histories and maintain  
cumulative health records • Administer medication to students as prescribed • Develop emergency care  
plans and medical alert lists and review with appropriate personnel • Provide first aid • Perform health  
screenings and assessments • Develop health portion of Individual Education Plans • Provide individual  
and group health education to students and staff • Collect and maintain data on school health issues •  
Establish and maintain working relationships with staff, school officials, students and parents

**Public Health Nurse II** November 2007 – August 2011  
*City of Nashua* Nashua, NH  
Provide clinical services including: child and adult immunizations, STD/HIV counseling & testing,  
Mantoux skin testing, blood lead screening • Conduct case investigations for reported communicable  
disease cases • Provide case management for high-risk latent Tuberculosis infections and active  
Tuberculosis cases • Manage and coordinate the Tuberculosis program in Nashua (2008-2010) including  
producing monthly, semi-annual and annual reports • Review client healthcare records for quality  
assurance purposes • Manage and coordinate the Communicable Disease program in Nashua (2009-  
2011) including producing monthly reports • Participate in the planning and exercise of emergency  
preparedness activities including written plans, trainings and drills • Develop educational materials •  
Provide education regarding healthcare topics to individual clients, area agencies and community groups  
• Serve as a preceptor for undergraduate nursing students • Completed ICS 100, 200, 300, 700 & 800  
training • Completed the Local Public Health Institute Series of Public Health Courses (Manchester  
Health Department)



**Clinical Nurse I, Fuller Unit** January - September 2007  
**Elliot Hospital** Manchester, NH

Provide safe and effective nursing care in a medical surgical environment • Provide a therapeutic and trusting environment for patient care • Perform comprehensive assessments, document findings, develop, implement and evaluate nursing care plans • Effectively utilize the EPIC electronic medical record system • Familiar with catheters, nasogastric tubes, chest tubes, wound-vac dressings and ostomy appliances

### **STUDENT NURSING EXPERIENCE:**

**Student Nurse, Fuller Unit (Medical/Surgical)** October – December 2006  
**Elliot Hospital** Manchester, NH

**Student Nurse, Pediatric Unit** August – October 2006  
**Lawrence General Hospital** Lawrence, MA

**Student Nurse, Maternity Unit** August – October 2006  
**Wentworth-Douglass Hospital** Dover, NH

**Student Nurse** May – July 2006  
**Concord Regional Visiting Nurses Association** Concord, NH

**Student Nurse, The Pavilion / Behavioral Health Unit** May – July 2006  
**Portsmouth Regional Hospital** Portsmouth, NH

**Student Nurse, Murphy Unit (Medical/Surgical)** January – May 2006  
**Catholic Medical Center** Manchester, NH

### **RESEARCH EXPERIENCE:**

**Research Associate** 2002 – 2005  
**Curis, Inc., Neuroscience** Cambridge, MA

**Senior Research Assistant, Dr. James Stellar's Behavioral Neuroscience Laboratory** 2001 – 2002  
**Northeastern University, Department of Psychology** Boston, MA

**Graduate Student, Dr. Peter Shizgal's Behavioural Neurobiology Laboratory** 1997 – 2001  
**Concordia University, Department of Psychology** Montreal, Quebec

**Laboratory Technician, Dr. Barbara Waszczak's Research Laboratory** 1997  
**Northeastern University, Department of Pharmaceutical Sciences** Boston, MA

**Laboratory Technician, Dr. Ralph Loring's Research Laboratory** 1996 – 1997  
**Northeastern University, Department of Pharmaceutical Sciences** Boston, MA

**Research Assistant, Dr. James Stellar's Behavioral Neuroscience Laboratory** 1992 – 1996  
**Northeastern University, Department of Psychology** Boston, MA

## **Gabriela Walder**

**Education:** State of NH Certified Public Management Program – Completed 2009

State of NH Certified Public Supervisor Program – Completed 2004

Southern New Hampshire University – Graduated May 2001

Master of Science in Accounting

Undertook and completed all coursework while employed full time

Southern New Hampshire University – Graduated May 1993

Bachelors in Business Administration – Major in Human Resources

Undertook and completed all coursework while employed full time

Manchester Central High School – Graduated June 1987

Excelled in advanced courses

**11/04 to Present      City of Manchester                      Health Dept/Business Svcs Officer**

- \* Administer & manage fiscal operations for Health Dept
- \* Advise dept head & supervisory personnel on fiscal matters
- \* Maintain and reconciles over 20 State and federally funded grants
- \* Assist in the preparation of annual budget
- \* Provide Human Resource support for all new hires and current employees
- \* Process Accounts payable, payroll, & accounts receivables
- \* Monitor & review general ledger, accounts receivable, payroll, purchasing, accounts payable, cash flow, budget, and other related reports as needed
- \* Perform other directly related duties consistent the classification

**7/98 to 11/04              City of Manchester                      HR/Compensation Mgr**

- Process payroll for the City of Manchester
- Prepare reports in Cognos for departments as needed
- Prepare annual budgets for salary and benefits for entire City
- Prepare 941 and State Unemployment Rpt on quarterly basis
- Analyze and reconcile salary and benefit accounts
- Assisted in financial software conversion for entire City
- Supervise three employees
- Extensive knowledge of Federal & State labor laws

**11/97 to 7/98              Manchester School District                      Account Clerk**

- Processed payables for School department
- Prepared purchase orders as required by departments
- Analyzed and reconciled various accounts
- Prepared financial queries and reports as requested by Administrator

## **Gabriela Walder**

- 4/97 to 11/97**                      **Digital Equipment Corporation**                      **CIP Accountant**
- Maintained CIP balances and capitalized fixed assets
  - Responsible for month end interplant processing and reconciliations
  - Processed journal entries for CIP
  - Processed paperwork for asset transfers and write-offs
- 11/95 to 4/97**                      **Digital Equipment Corporation**                      **Lead Accountant**
- Responsible for processing invoices for US and Canada
  - Resolved problems/issues with vendors and buyers
  - Reconciled several ledger accounts
  - Prepared various monthly reports for management
- 4/94 to 11/95**                      **Moore Business Forms**                      **Cost Accountant**
- Assisted in preparation of quarterly and annual budgets
  - Prepared normal hour rates, job costs, and accounting cost reports
  - Assisted with weekly payroll processing
  - Worked with monthly financial statements
  - Performed other duties as requested by Accountant and Controller
- 8/90 to 4/94**                      **Moore Business Forms**                      **Senior Accountant**
- Reconciled several ledger accounts and worked with Financial Statements
  - Approved the payment of invoices
  - Controlled capital expenses and maintained fixed asset files
  - Assisted with payroll and provided complete coverage when needed
- 3/89 to 8/90**                      **Moore Business Forms**                      **Accounts Payable Clerk**
- Processed invoices for payment and resolved problems as needed
  - Verified information on invoices and matched to pertaining orders
  - Maintained vendor files
- 5/88 to 3/89**                      **Moore Business Forms**                      **Purchasing Clerk**
- Contacted vendors regarding past due orders
  - Responsible for special order materials
  - Assisted the Purchasing Agent and the Accounts Payable Clerk

**Technical Skills:**

Proficient in Microsoft Word, Excel, PowerPoint, Cognos, HTE, AS-400 Query, can type over 65 w.p.m., fluent in writing and speaking Spanish.

## PHILOSOPHY

Results Oriented Leader Pursuing Innovative Approaches to Measurably Improving Community Health and Quality of Life.  
Strong Interpersonal Skills Combined with Independence, Adaptability and Ability to Make and Implement Difficult Decisions.

## HONORS AND INTERESTS

Awarded 2009 Key to the City of Manchester, Presented by Mayor Frank C. Quinta  
Awarded 2008 University of New Hampshire Department of Health Management and Policy Alumni Award  
Awarded 2006 "Top Forty-Under Forty in NH", The Union Leader and the Business and Industry Association of NH  
Awarded 1998 Most Valuable Officer, Medical Command, New Hampshire Army National Guard  
Awarded 1997 Smoke Free New Hampshire Alliance Award of Merit  
Awarded 1995 Employee of the Year, City of Manchester Department of Health  
Adjunct Instructor, Dartmouth College, Dartmouth Medical School  
Guest Lecturer, University of New Hampshire, School of Health and Human Services  
Instructor, New Hampshire Institute for Local Public Health Practice

## EDUCATION

Master of Public Health	Dartmouth Medical School, Center for Clinical and Evaluative Sciences, Hanover, NH	2005
Graduate Certificate in Public Health	Johns Hopkins Bloomberg School of Public Health, Baltimore, MD - <i>CDC Scholarship Recipient</i>	2001
Principles of Epidemiology	Harvard School of Public Health, Cambridge, MA	1996
B.S. Health Management and Policy	University of New Hampshire, Durham, NH - <i>U.S. Army Scholarship Recipient</i>	1989

## CONTINUING EDUCATION

Reasonable Suspicion Training for Supervisors	City of Manchester Human Resources Department, NH	2010
WMD Incident Management/Unified Command	Domestic Preparedness Campus, Texas A & M University	2008
National Incident Management System Introduction	Emergency Management Institute, Emmitsburg, MD	2008
Introduction to the Incident Command System	Emergency Management Institute, Emmitsburg, MD	2008
ICS for Single Resources and Initial Action Incidents	Emergency Management Institute, Emmitsburg, MD	2008
Introduction to GIS for Public Health Applications	CDC/National Center for Health Statistics, Washington, DC	1998
Introduction to Public Health Surveillance	CDC/Emory University, Atlanta, GA	1997
Measuring the Healthy People 2000 Objectives	CDC/National Center for Health Statistics, Washington, DC	1995
HIV/AIDS Counselor Partner Notification	NH Department of Health and Human Services, Concord, NH	1995

## CERTIFICATIONS

Basic Emergency Medical Technician	National Registry of EMT's, Parkland Medical Center, Derry, NH	1995
C.P.R.	National Affiliate of American Heart Association, Parkland Medical Center, Derry, NH	1995
Aerobic Instructor	SANTE, Dover, NH	1988

## LEADERSHIP

Heritage United Way	Board of Directors, Manchester, NH	2008-Present
Media Power Youth	Board of Directors, Manchester, NH	2007-Present
Mary Gale Foundation	Trustee, Manchester, NH	2007-Present
Manchester Weed and Seed Strategy	Planning and Steering Committee Member, Manchester, NH	2000-Present
Greater Manchester Association of Social Service Agencies	Executive Board, Manchester NH	1997-Present
Healthy Manchester Leadership Council	Member, Manchester, NH	1995-Present
Mayor's Study Committee on Sex Offenders	Member, Manchester, NH	2008-2009
Mental Health Center of Greater Manchester	Board of Directors, Manchester, NH	2002-2008
Leadership New Hampshire	Associate, Concord, NH	2006-2007
Seniors Count Initiative	Member, Manchester, NH	2004-2006
New Hampshire Public Health Association	Board of Directors, Concord, NH	1999-2003
Cultural Diversity Taskforce	Taskforce Member, Manchester, NH	1994-1996

**PROFESSIONAL EXPERIENCE**

<b>CITY OF MANCHESTER DEPARTMENT OF HEALTH</b>	<b>Manchester, NH</b>	<b>1994 - Present</b>
<b>Deputy Public Health Director</b>	<b>05/07 - Present</b>	
Provide Management, Supervisory and Technical Expertise Related to the Functions of a Multidisciplinary Local Public Health Department		
Direct Complex Public Health Assessment Activities and Design Community Intervention Strategies for Public Health Concerns		
Coordinate the Administration of Multiple Grant Programs and Participate in Resource Development for the Department and the Community		
Assume Duties of Public Health Director as Needed		
<b>Public Health Administrator</b>	<b>06/06 – 05/07</b>	
Headed the Community Epidemiology and Disease Prevention Division and Provided Operational Support to Communicable Disease Control Functions		
Provided Federal and State Grant Coordination and Leadership to Community Health Improvement Initiatives		
Assumed Duties of Public Health Director as Needed		
<b>Community Epidemiologist/Health Alert Network Coordinator</b>	<b>11/02 – 06/06</b>	
Headed the Public Health Assessment and Planning Division and the Health Alert Network of Greater Manchester Including Supervision of Staff		
Provided Oversight to Outside Funded Projects and Staff Including the U.S. Department of Justice Weed and Seed Strategy as well as the CDC Racial and Ethnic Approaches to Community Health 2010 Initiative		
Analyzed Population-Based Health Statistics and Provided Recommendations for Action in the Community for Public Health Improvement and Performance Measurement		
<b>Public Health Epidemiologist</b>	<b>06/96 – 11/02</b>	
Defined Key Public Health Indicators and Conducted Ongoing Assessment of Community Health Status		
Provided Continuous Analysis of Priority Areas as Identified by the Community to Help Shape Local and State Policies and Direction for Implementation of Effective Public Health Models		
Local Partnership Member in the Kellogg and Robert Wood Johnson Foundations' National Turning Point Initiative, "Collaborating for a New Century in Public Health"		
<b>Tobacco Prevention Coalition Coordinator</b>	<b>11/95 - 12/96</b>	
Mobilized the Community Through Youth Driven Initiatives		
Addressed Youth Access to Tobacco Products		
Prevented the Initiation of Tobacco Use by Children and Teens		
<b>Community Health Coordinator</b>	<b>11/94 - 12/96</b>	
Analyzed and Addressed Public Health Needs of Low-Income and Underserved Populations		
Coordinated Public Health Services with Community Health and Social Service Providers		
Project Coordinator for "Our Public Health" Monthly Cable TV Program with 50,000 Household Viewership		
Editor and Layout Designer for Quarterly Newsletter Sent to 400 Community and Health and Social Services Agencies		

**COMMUNITY HEALTH IMPROVEMENT REPORTS**

- Healthy Manchester Leadership Council Report, "Believe in a Healthy Community: Greater Manchester Community Needs Assessment", 2009 <http://www.manchesternh.gov/website/Departments/Health/DataandReports/tabid/700/Default.aspx>
- Healthy Manchester Leadership Council Report, "Manchester's Health Care Safety Net – Intact But Endangered: A Call to Action", 2008 <http://www.manchesternh.gov/website/Departments/Health/DataandReports/tabid/700/Default.aspx>
- Seniors Count Initiative, "Aging in the City of Manchester: Profile of Senior Health and Well-Being", 2006
- City of Manchester Department of Health, "Public Health Report Cards", 2005 <http://www.manchesternh.gov/website/Departments/Health/DataandReports/tabid/700/Default.aspx>
- City of Manchester Department of Health, "Health Disparities Among Maternal and Child Health Populations in the City of Manchester Data Report", 2000
- Healthy Manchester Leadership Council Report, "The Oral Health Status of the City of Manchester, Action Speaks Louder Than Words", 1999
- Healthy Manchester Leadership Council Report, "Taking a Tough Look at Adolescent Pregnancy Prevention in the City of Manchester", 1998
- United Way Compass Steering Committee, "Community Needs Assessment of Greater Manchester Data Report", 1997
- City of Manchester Department of Health, "Public Health Report Cards", Recognized in the National Directory of Community Health Report Cards, UCLA Center for Children, Families & Communities, 1996

**PROFESSIONAL EXPERIENCE (CONTINUED)**

<b>JENNY CRAIG INTERNATIONAL</b>	<b>Del Mar, CA</b>	<b>1989-1994</b>
Corporate Operational Systems Trainer	11/91 - 10/94	
Traveled Internationally to Conduct Training Seminars for 500 Corporate Owned and Franchisee Centers		
Sold and Provided Operational Systems and Services to Franchisee Centers in U.S., Canada, Puerto Rico and Mexico		
Installation	Setup	Training
Utilized Spanish Language Software Implementation Support		
Developed Training Manuals, Seminar Handouts, Guides and Outlines		
Audited Individual Centers Overall Management Performance and Adherence to Information System Procedures		
<b>Regional Assistant, Greater Boston Market</b>	<b>09/89 - 11/91</b>	
Opened the First 24 Centers in the Northeast		
Provided Operational and Logistical Support including the Hiring and Training of New Employees		
Acquired, Summarized and Analyzed Performance Data from Centers		
Provided Corporate Office with Weekly Marketing Analysis		
<b>GOLD'S GYM AND FITNESS</b>	<b>Dover, NH</b>	<b>1988-1989</b>
Director of Aerobics and Fitness Instructor		
Counseled Members on Self-Improvement Motivation in Nutrition, Fitness and Cardiovascular Programs		

**MILITARY SERVICE**

<b>U.S. ARMY MEDICAL SERVICE CORPS, Commissioned Officer, Major</b>		<b>1989-2005</b>
<b>New Hampshire Army National Guard</b>	<b>VA Hospital, Manchester, NH</b>	<b>1997-2005</b>
Responsible for Operationally Supporting the Medical and Dental Readiness of Nearly 1800 NHARNG Soldiers		
Developed and Secured Funding for the Healthy NHARNG 2010 Wellness Initiative Designed to Improve Soldier Medical and Dental Readiness with a Special Emphasis on Individuals with Elevated Risk Factors for Poor Health Outcomes		
Presented on the Health Status of the NHARNG at the New England State Surgeons' Conference and the New Hampshire Senior NCO and Commanders' Conferences		
Served in the New Hampshire Army National Guard Counter Drug Task Force		
<b>Massachusetts Army Reserve</b>	<b>Fort Devens, Devens, MA</b>	<b>1989-1997</b>
Recipient of the U.S. Army Commendation Medal Awarded for Heroism, Meritorious Achievement and Service		
Directed 50 - 150 Troops Training and Discipline Including Team, Platoon and Detachment Leadership		
Developed Motivational Skills to Inspire Troops with High Fatigue Levels Under Stressful Conditions		

**MILITARY TRAINING**

<b>AMEDD Officer Advanced Course</b>	<b>Academy of Health Sciences, Fort Sam Houston, TX</b>	<b>1996</b>
Preventive Medicine		
Combat Health Services Planning and Estimation		
Nuclear, Biological and Chemical Threat		
<b>Observer / Controller Qualification</b>	<b>78th Division, 3/310<sup>th</sup> Infantry Regiment, MA</b>	<b>1995</b>
<b>AMEDD Officer Basic Course</b>	<b>Academy of Health Sciences, Fort Sam Houston, TX</b>	<b>1990</b>
<b>Army Reserve Officers Training Course</b>	<b>University of New Hampshire, Durham, NH</b>	<b>1989</b>
Distinguished Military Graduate		
Top 20% of 9,000 Nationally		
Directed 60 Cadets Training and Discipline		
<b>Advanced Camp Training</b>	<b>Fort Bragg, NC</b>	<b>1988</b>
<b>Voluntary Officer Leadership Program</b>	<b>10th Mountain Division, Fort Drum, NY</b>	<b>1988</b>

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Anna Thomas	Public Health Director	\$128,005	0.0%	\$0.00
Gabriela Walder	Business Services Officer	\$98,515	0.0%	\$0.00
Nicole Losier	Public Health Nurse Supervisor	\$81,408	0.16%	\$13,025



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

July 23, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive, sole source** agreements with the vendors listed below to provide clinical testing, public health investigation and case management as well as outreach and education services to prevent and control infectious diseases, in an amount not to exceed \$921,955 effective **retroactive** to July 1, 2018 upon the date of Governor and Executive Council approval, through June 30, 2020. 78% Federal Funds and 22% General Funds.

Vendor Name	Location	Vendor ID	Amount
City of Nashua, Division of Public Health and Community Services	18 Mulberry Street, Nashua NH 03060	177441-B011	\$415,800
Manchester Health Department	1528 Elm Street, Manchester, NH 03101	177433-B009	\$506,155
		<b>Total</b>	<b>\$921,955</b>

Funds are available in the following accounts for State Fiscal Year (SFY) 2019 and are anticipated to be available in SFY 2020 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

*City of Nashua, Division of Public Health and Community Services (Vendor ID #177441-B011).*  
05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90023317	\$45,000
2019	102-500731	Contracts for Program Services	90023011	\$20,000
2020	102-500731	Contracts for Program Services	90023317	\$45,000
2020	102-500731	Contracts for Program Services	90023011	\$20,000
			<b>Subtotal:</b>	<b>\$130,000</b>



**05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90024000	\$80,000
2019	102-500731	Contracts for Program Services	90025000	\$15,400
2020	102-500731	Contracts for Program Services	90024000	\$80,000
2020	102-500731	Contracts for Program Services	90025000	\$15,400
			<i>Subtotal:</i>	<b>\$190,800</b>

**05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90020006	\$35,000
2019	547-500394	Disease Control Emergencies	TBD	\$25,000
2020	102-500731	Contracts for Program Services	90020006	\$35,000
			<i>Subtotal:</i>	<b>\$95,000</b>
			<b>TOTAL:</b>	<b>\$415,800</b>

*Manchester Health Department (Vendor ID #177433-B009)*

**05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90023317	\$46,049
2019	102-500731	Contracts for Program Services	90023010	\$23,951
2019	102-500731	Contracts for Program Services	90023011	\$20,000
2020	102-500731	Contracts for Program Services	90023317	\$46,049
2020	102-500731	Contracts for Program Services	90023010	\$23,951
2020	102-500731	Contracts for Program Services	90023011	\$20,000
			<i>Subtotal:</i>	<b>\$180,000</b>

**05-95-90-902510-50930000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, ADULT IMMUNIZATION**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90023330	\$22,855
			<i>Subtotal:</i>	<b>\$22,855</b>

**05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90024000	\$87,500
2019	102-500731	Contracts for Program Services	90025000	\$15,400
2020	102-500731	Contracts for Program Services	90024000	\$80,000
2020	102-500731	Contracts for Program Services	90025000	\$15,400
			<i>Subtotal:</i>	<b>\$198,300</b>

**05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90020006	\$35,000
2019	547-500394	Disease Control Emergencies	TBD	\$35,000
2020	102-500731	Contracts for Program Services	90020006	\$35,000
			<i>Subtotal:</i>	<i>\$105,000</i>
			<b>TOTAL:</b>	<b>\$506,155</b>
			<b>GRAND TOTAL:</b>	<b>\$921,955</b>

**EXPLANATION**

This request is retroactive because contract development was delayed due to administrative processes, staff limitations and staff turnover as well as the need for these contracts to be approved at municipal meetings that generally only meet one time per month.

This request is sole source because the Manchester Health Department and the City of Nashua Division of Public and Community Health Services are the only local municipal public health entities with the legal authority and infrastructure necessary to provide disease surveillance and investigation, mitigate public health hazards and enforce applicable laws and regulations in the Greater Manchester and Greater Nashua areas.

Funds in this agreement will be used to provide clinical testing, outreach and educational services in the Greater Manchester and Greater Nashua areas to prevent and control the following array of infectious diseases: Tuberculosis, Human Immunodeficiency Virus (HIV), Sexually Transmitted Diseases (STD), Hepatitis C Virus (HCV) and Vaccine-Preventable Diseases, such as Pertussis. The services of this contract will be conducted through effective partnerships with community and local health care systems with the purpose of: 1) increasing immunization rates among children, adolescents and adults and 2) detecting, treating and preventing the spread of infectious diseases.

Infectious diseases affect the entire population and a comprehensive statewide approach is needed to prevent them. In calendar year 2017, the City of Manchester and the City of Nashua received more than 1,200 and 500 reports, respectively, of infectious diseases that are required to be reported by healthcare providers and laboratories in accordance with NH RSA 141-C. In particular, the two cities have been hard hit by gonorrhea and syphilis outbreaks that began in 2016, as well as HIV and hepatitis C virus infections associated with injection drug use. The services funded in the agreement will limit the spread of these infections through investigative activities that identify individuals who may have been exposed as well as offering testing, treatment, and education. Additionally, the Contractors will specifically address the increasing incidence of infectious diseases associated with injection drug use, which will be used to support testing, prevention, education, and community health worker outreach initiatives in this at-risk population.

The Department has worked closely with the Manchester Health Department and City of Nashua Division of Public and Community Health Services for over a decade to provide immunization services to individuals unable to access immunizations at a private health care provider practice. The Manchester Health Department and City of Nashua Division of Public and Community Health Services have been instrumental in vaccinating children and adolescents, eligible for vaccine through the *Vaccine for Children (VFC) Program*, and uninsured adults at no cost or reduced cost to the individual. By addressing pockets of need through community-based education and outreach activities, the

Manchester Health Department has been successful at reducing the number of vaccine-preventable disease outbreaks and raising immunization coverage rates.

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

1. Ensure that a minimum of ninety percent (90%) of clients with pulmonary TB with a one-year treatment plan complete treatment within twelve (12) months of documented treatment initiation.
2. Ensure that a minimum of seventy-five percent (75%) of high-risk infected persons placed on treatment of LTBI complete treatment within twelve (12) months of documented treatment initiation.
3. Ensure that a minimum of ninety percent (90%) of clients with pulmonary TB complete treatment by DOT within twelve (12) months of treatment initiation.
4. Ensure that a minimum of ninety percent (90%) of clients with pulmonary TB complete treatment by DOT within twelve (12) months of documented treatment initiation.
5. Ensure that a minimum of ninety percent (90%) of newly reported persons with Active TB have a documented HIV test.
6. Ensure that a minimum of ninety-five percent (95%) of close contacts be evaluated\* for LTBI or TB.
7. Ensure that a minimum of ninety percent (90%) of infected close contacts complete treatment.
8. Ensure that a minimum of ninety percent (90%) of Class A and Class B arrivals be evaluated\* for TB and LTBI within thirty (30) days of arrival notification
9. Ensure that a minimum of ninety percent (90%) of Class A and Class B arrivals with LTBI complete treatment within twelve (12) months of initiation.
10. Ensure that a minimum of ninety-seven percent (97%) of public school children are vaccinated with all required school vaccines.
11. Seventy percent (70%) of school-aged children will be vaccinated against influenza as reported by the Immunization Information System, when available.
12. ~~Ninety percent (90%) of conventional HIV test results returned to client within thirty (30) days of testing date.~~
13. ~~Ninety-five percent (95%) of newly identified, confirmed HIV positive test results will be returned to clients within thirty (30) days.~~
14. ~~Ninety-five percent (95%) of newly identified HIV positive cases referred to medical care will attend their first medical appointment within thirty (30) days of receiving a positive test result.~~
15. Eighty percent (80%) of diagnosed Chlamydia cases will receive appropriate treatment within fourteen (14) days of specimen collection.
16. Eighty percent (80%) of diagnosed Gonorrhea cases will receive appropriate treatment within fourteen (14) days of specimen collection.
17. Eighty percent (80%) of diagnosed Primary or Secondary Syphilis cases will receive appropriate treatment within fourteen (14) days of specimen collection.
18. Ninety-five percent (95%) of newly identified HCV antibody positive individuals who do not receive a RNA test at the time of antibody screening will have a documented referral to medical care at that time.

The Department reserves the right to extend the Agreements for up to an additional two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council, as referenced in the Exhibit C-1 of each Contract.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2019 and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

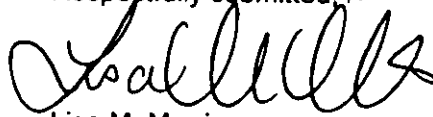
Should the Governor and Executive Council not authorize this request, critical public health activities may not be completed in a timely manner, which may lead to an increased number of related infectious disease cases in the State.

Area served: Statewide with a focus on the Greater Manchester and Greater Nashua Areas.

Source of Funds: 78% Federal Funds from the Centers for Disease Control and Prevention CFDA #93.268, FAIN #H23IP000757; CFDA #93.733, FAIN #H23IP000986; CFDA #93.94, FAIN #U62PS924538; CFDA #93.977, FAIN #H25PS004339 and 22% General Funds.


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

Respectfully submitted,



Lisa M. Morris  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

Subject: Infectious Disease Prevention Services (SS-2019-DPHS-01-INFEC-02)

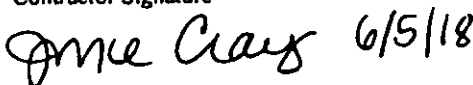

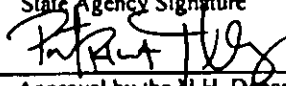

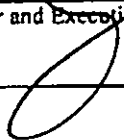
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Health Department		1.4 Contractor Address 1528 Elm Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-624-6466	1.6 Account Number 05-95-90-902510-51780000 05-95-90-902510-75360000 05-95-90-902510-50930000 05-95-90-902510-51700000	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$506,155
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature  6/5/18		1.12 Name and Title of Contractor Signatory Joyce Craig Mayor	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>June 5, 2018</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]		 Ryan P. Mahoney NOTARY PUBLIC State of New Hampshire My Commission Expires 2/11/2020	
1.13.2 Name and Title of Notary or Justice of the Peace Ryan Mahoney, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Patricia Tilley, Deputy Director DPHS	
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) (if applicable) By:  On: <u>Madam A. J. Sp. Attorney 8/3/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On: _____			

--

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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



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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### Provisions Applicable to All Services

- 1.1. The Vendor will submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Vendor shall be identified as a Subrecipient in accordance with 2 CFR 200.0. et seq.
- 1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

#### Part A: Tuberculosis

##### 1. Project Description

- 1.1 On behalf of the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Infectious Disease Control, Infectious Disease Prevention, Investigation and Care Services Section (IDPICSS), the Vendor shall provide Tuberculosis (TB) prevention and control services. Three (3) key national priorities for TB services include; prompt identification and treatment of active TB cases, identification and treatment of individuals who have been exposed to active cases and targeted testing, and treatment of individuals most at risk for the disease.

##### 2. Required Tuberculosis Activities and Deliverables

###### 2.1 Case Management Activities

The Vendor shall provide case management of those individuals with active Tuberculosis (TB) and High Risk Latent Tuberculosis Infection (LTBI), (such as contacts to an active case or Class B1 immigrants or refugees), until an appropriate treatment regimen is completed. The Vendor shall:



## Exhibit A

- 2.1.1 Provide case management services for all active TB and all high-risk contacts prescribed LTBI treatment until prescribed treatment is completed.
- 2.1.2 Monitor for adherence and adverse reactions to the prescribed treatment by visiting clients monthly, at a minimum.
- 2.1.3 Supervise isolation of individuals with infectious TB when ordered by the New Hampshire DHHS, DPHS.
- 2.1.4 Conduct contact investigations within ten (10) business days to identify all exposed individuals.
- 2.1.5 Arrange for tuberculin skin testing (TST) or Interferon Gamma Release Assay (IGRA) testing of identified contacts.
- 2.1.6 Ensure TB treatment is prescribed and HIV testing is recommended if a contact is infected.
- 2.1.7 Provide or facilitate directly-observed therapy Directly Observed Therapy (DOT) for all individuals infected with TB disease.

### 2.2 Screening

Targeted screening of high-risk groups identified by the IDPICSS must be conducted as part of this contract. Testing may be provided by the Vendor or by working with the medical home of their local New Americans (individuals who are new to the United States) who arrive as refugees. Testing shall be targeted to high-risk populations as identified by the DPHS which shall include but not limited to:

- 2.2.1 Contact to recent active case of pulmonary TB
- 2.2.2 Immigrants with Class A and Class B medical status upon arrival to the US, as defined by the U.S. Department of Health and Human Services.
- 2.2.3 New Americans arriving as refugees

### 2.3 Screening Required Activities

- 2.3.1 Ensure that all individuals arriving to the United States with a Class A, B1, and B2 and B3 status receive a tuberculin skin test (TST) or Blood Assay for Mycobacterium Tuberculosis (BAMT) and symptom screen within ten (10) business days of notification of arrival.
- 2.3.2 Inform medical providers of the need to comply with the US Immigration and Customs Enforcement (ICE) standard for individuals arriving to the US with a Class B1, B2, and B3 status which requires immigrant medical evaluations within thirty (30) days of arrival.
- 2.3.3 Ensure LTBI screening via a TST or IGRA is offered to all New Americans arriving as refugees within thirty (30) days of arrival. This may be accomplished by the selected Vendor providing the testing or working with the medical home of for New Americans who arrive as refugees to provide the screening.
- 2.3.4 Ensure New Americans who arrive as refugees who have positive TSTs or IGRA's are evaluated and recommendations for LTBI treatment are made to the medical provider. This may be accomplished by the selected



## Exhibit A

- Vendor or working with the medical home for New American who arrive as refugees.
- 2.3.5 Ensure that all others identified as high risk are provided with a screening test as indicated.
  - 2.3.6 Conduct an investigation on all TST or IGRA positive children less than five (5) years of age to identify source case.
  - 2.3.7 Ensure all individuals who are close contacts and start LTBI treatment also receive recommendations for HIV testing.
  - 2.3.8 For LTBI contacts, document a medical diagnosis within sixty (60) days of the start of treatment.
  - 2.3.9 For TB Infection positive contacts, report the diagnosis, ruled out or confirmed, to the IDPICSS.
- 3. Reporting Requirements**
- 3.1 For active TB cases, the Vendor shall:
    - 3.1.1 Submit the NH TB Investigation form (via fax) and a template for suspect active and active TB cases via email to the Infectious Disease Nurse Manager or designee within one (1) business day of initial report. Template updates will be submitted to the Infectious Disease Nurse Manager or designee within one (1) week of changes in treatment regimen or changes in case status.
    - 3.1.2 Submit The Report of Verified Case of TB (RVCT) within thirty (30) days of diagnosis.
    - 3.1.3 Submit the Initial Drug Susceptibility Report (RVCT follow up report within thirty (30) days of sensitivity results.
    - 3.1.4 Submit the Completion Report (RVCT Follow-up Report 2) within thirty (30) days of discharge regardless of residence location.
    - 3.1.5 Document any updated case information and notes into NHEDSS within twenty-four (24) business hours of the case visit.
- 4. Treatment and Monitoring Standards**
- 4.1 The Vendor shall provide treatment and monitoring of treatment utilizing the guidance of the Centers for Disease Control and Prevention (CDC) and the ID-PICSS, which shall include, but not is limited to:
    - 4.1.1 Evaluate each patient and his/her environment to determine the most appropriate person(s) to provide DOT.
    - 4.1.2 Provide the patient's medical provider with the current CDC and/or the American Thoracic Society Guidelines for baseline and ongoing laboratory testing, vision and hearing screening.
    - 4.1.3 Arrange treatment for all eligible LTBI clients who have a Class A and Class B status upon arrival to the US and assure completion of treatment according to clinical guidelines.
    - 4.1.4 Provide consultation to medical providers regarding treatment recommendation for all high risk groups.



## Exhibit A

- 4.1.5 Provide recommendations for treatment to include the importance of adherence to treatment guidelines.
  - 4.1.6 Ensure telephone contact is made with the active or suspect active patients within twenty-four (24) hours of identification.
  - 4.1.7 Conduct a face-to-face visit with the patient diagnosed with active or suspect active disease within three (3) business days of identification to provide counseling and assessment.
  - 4.1.8 Monitor treatment adherence and adverse reaction to treatment by conducting, at a minimum, monthly visits at a minimum for patients with active disease and monthly phone calls for patients who are high-risk contacts diagnosed with LTBI until treatment is completed.
  - 4.1.9 Document and report unusual symptoms and severe adverse drug reactions to the medical provider and the IDPICSS within twenty-four (24) hours of assessment.
- 4.2 The Vendor shall establish a plan for Directly Observed Therapy (DOT). The plan shall include but not be limited to: by:
- 4.2.1 Evaluating each patient and his/her environment to determine the most appropriate person(s) to provide DOT.
  - 4.2.2 Considering use of electronic DOT (eDOT) for monitoring of treatment adherence.
  - 4.2.3 If the DOT provider is not an employee of the Vendor, the Vendor staff will provide DOT education to that provider that DOT is the standard of care for all patients with TB.
  - 4.2.4 Developing a DOT calendar to include the following information: drug, dose, route, frequency, duration and observer name to allow providers to initial dates medications were taken. Changes to any of these variables are to be reviewed and updated on a monthly basis at a minimum.
  - 4.2.5 Non-adherence to treatment shall be reported to the IDPICSS within three (3) days.
  - 4.2.6 All active TB disease patients should receive DOT. If an active TB disease patient is not placed on DOT, the Vendor shall report it to the IDPICSS within one (1) day.
  - 4.2.7 Adherence of clients self-administering medications shall be monitored by contact with the patient every week, as well as monthly unannounced, in person visits to monitor pill counts and pharmacy refills.
- 4.3 Laboratory Monitoring
- The Vendor shall provide laboratory monitoring on an individual basis based on the treatment regimen used and the patient's risk factors for adverse reactions. The Vendor shall:
- 4.3.1 Arrange for the collection of sputum specimens, in coordination with the medical provider, at a minimum of monthly intervals until at least two (2) consecutive negative cultures are reported by the laboratory (culture conversion).



## Exhibit A

- 4.3.2 Collect specimens for smear positive infectious patients, if not done by the medical provider, every one-two weeks until three (3) negative smears or two negative cultures are reported.
- 4.3.3 Report culture conversions not occurring within two (2) months of treatment initiation to the IDPICSS and medical provider with the appropriate treatment recommendation.
- 4.3.4 Notify the IDPICSS within one (1) day if susceptibility testing is not ordered on isolates sent to private labs.
- 4.3.5 Obtain susceptibility results from private labs to be forwarded to the IDPICSS.
- 4.3.6 When specimens are submitted to a reference laboratory, the Vendor will request that an isolate be sent to the NH Public Health Laboratories (NH PHL) for genotype testing.

### 4.4 Isolation

The Vendor shall establish, monitor and discontinue isolation as required. The Vendor shall:

- 4.4.1 Monitor adherence to isolation through unannounced visits and telephone calls.
- 4.4.2 Report non-adherence to isolation immediately to the IDPICSS.
- 4.4.3 When indicated, ensure that legal orders for isolation are issued from NH DHHS, DPHS and served by the local authority.

### 4.5 Contact Investigation Standards

The Vendor will ensure that contact investigation is initiated and completed promptly. The Vendor shall:

- 4.5.1 Conduct the patient interview and identify contacts for infectious patient within three (3) business days of case report submission to the IDPICSS.
- 4.5.2 Contact investigations shall be prioritized based upon current CDC guidelines such as smear positivity and host factors.
- 4.5.3 Ensure that contacts diagnosed with LTBI, who are eligible for treatment, start and complete treatment as recommended.

### 4.6 All TB Clients

The Vendor shall:

- 4.6.1 Provide patient teaching per IDPICSS Assessment and Education form.
- 4.6.2 Develop, implement and annually review a policy for the maintenance of confidential client records.
- 4.6.3 Obtain a signed release of information for TB case management from each client receiving services.
- 4.6.4 Comply with all laws related to the protection of client confidentiality and management of medical records.



## Exhibit A

- 4.6.5 Document any updated case information and notes into NHEDSS within twenty-four (24) business hours.
  - 4.6.6 Submit a copy of the client paper record to the IDPICSS within thirty (30) days of completion of therapy or discharge.
- 4.7 NH Tuberculosis Financial Assistance (TBFA)

The Vendor shall provide the following to clients applying for NHTBFA:

- 4.7.1 Follow all NH TBFA policies and procedures.
  - 4.7.2 Submit completed applications to the NH TBFA Program within five (5) business days for eligibility review.
  - 4.7.3 Ensure that assistance, which includes diagnostic and treatment services, is provided to individuals qualified for NH TBFA.
- 4.8 Additional Program Services

The Vendor shall:

- 4.8.1 Participate in the weekly DPHS Outbreak Team meetings and present on active and ongoing TB disease case investigations.
- 4.8.2 Attend mandatory annual case reviews and chart audit when scheduled.
- 4.8.3 Maintain a trained and proficient workforce at all times and ensure that practices and procedures of the workforce comply with confidentiality requirements according to state rule, and state and federal laws; including but not limited to and as applicable, the safeguards of 42 CFR Part 2 relating to substance use disorder information.

## 5. Performance Measures

To measure and improve the quality of services, the Vendor shall:

### 5.1 Completion of Treatment

- 5.1.1 Ensure a minimum of ninety percent (90%) of clients with pulmonary TB with a one (1) year treatment plan complete treatment within twelve (12) months of documented treatment initiation.
- 5.1.2 Ensure a minimum of seventy-five percent (75%) of high risk infected persons placed on treatment of LTBI complete treatment within twelve (12) months of documented treatment initiation.
- 5.1.3 Ensure a minimum of ninety percent (90%) of clients with pulmonary TB complete treatment by Directly Observed Therapy (DOT) within twelve (12) months of treatment initiation.

### 5.2 Human Immunodeficiency Virus (HIV) Status

- 5.2.1 Ensure that a minimum of ninety percent (90%) of newly reported persons with Active TB have a documented HIV test.



## Exhibit A

---

### 5.3 Contact Investigations

- 5.3.1 Ensure that a minimum of ninety-five percent (95%) of close contacts be evaluated\* for LTBI or TB.
- 5.3.2 Ensure that a minimum of ninety percent (90%) of infected close contacts complete treatment.

### 5.4 Evaluation of Immigrants and Refugees

- 5.4.1 Ensure that a minimum of ninety percent (90%) of Class A and Class B arrivals to the US be evaluated\* for TB and LTBI within thirty (30) days of arrival notification
- 5.4.2 Ensure that a minimum of ninety percent (90%) of Class A and Class B arrivals to the US with LTBI complete treatment within twelve (12) months of initiation

\*For the purposes of this contract "evaluated" is defined as: A visit by a public health nurse, or visit to a primary care provider and planting a TST or drawing an IGRA, medical evaluation and chest x-ray as indicated by provider (sputum(s) will be obtained if the patient is symptomatic).

## 6. Cultural Considerations

- 6.1 The Vendor shall provide culturally and linguistically appropriate services which shall include, but not limited to:
  - 6.1.1 Assess the ethnic and cultural needs, resources and assets of the client's community.
  - 6.1.2 Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
  - 6.1.3 When feasible and appropriate, provide clients of minimal English skills with interpretation services.
  - 6.1.4 Offer consumers a forum through which clients have the opportunity to provide feedback to the Vendor regarding cultural and linguistic issues that may deserve response.





## Exhibit A

### Part B: Immunizations

#### 7. Project Description

On behalf of the New Hampshire Department of Health and Human Services, Division of Public Health Services, BIDC, Immunization Section, the Vendor shall assist in increasing vaccination coverage of children, adolescents and adults by creating a strategy for improvement in the geographic area covered.

#### 8. Required Immunization Activities and Deliverables

- 8.1 The Vendor shall increase the number of children, adolescents and adults who are vaccinated as recommended by the Advisory Committee on Immunization Practice (ACIP) and the Department by aligning the health care delivery system with community and public health services which shall include:
- 8.1.1 Coordinate with public and private medical offices to ensure that all populations have access to immunization.
  - 8.1.2 Develop promotional and educational campaigns which will increase immunizations.
  - 8.1.3 Administer vaccines available through the New Hampshire Immunization Program to uninsured individuals, while considering implementation of a system to capture reimbursement.
  - 8.1.4 Increase the number of influenza immunization clinics in city schools.
- 8.2 The Vendor shall assess provider offices to ensure the CDC and the Department standards are met and to ensure immunizations are provided as recommended by ACIP and the Department by:
- 8.2.1 The Vendor staff assigned to provider visits shall attend annual trainings offered by the Immunization Section.
  - 8.2.2 The Vendor shall ensure a minimum of two (2) clinical staff attend the NH Immunization Conference as well as training required to maintain up to date knowledge of Vaccine for Children policies, childcare assessment strategies and technology.
  - 8.2.3 The Vendor shall visit and assess up to fifty percent (50%) of the enrolled local vaccine providers using the CDC/Immunization Section tools and guidelines. A report shall be submitted to the Immunization Section within seven (7) days of the visit. Distribute vaccination education materials to medical providers, staff and patients which include the benefits and risks.
  - 8.2.4 Work toward a ninety-seven percent (97%) up-to-date vaccination rate for students enrolled in public schools
  - 8.2.5 Educate a minimum of ten (10) childcare providers annually using Immunization Section developed tools and guidelines. Report results of the visits, as completed.



## Exhibit A

### 9. Reporting Requirements

- 9.1 The Vendor shall provide a Quarterly Report within thirty (30) days of the quarter end that includes the following data to monitor program performance:
- 9.1.1 Number of uninsured children, adolescents and adults vaccinated at the primary clinic and at other venues.
  - 9.1.2 Information on the interventions which were employed as a result of the needs assessment.
  - 9.1.3 Number of children/adults vaccinated at school-based influenza clinics.
  - 9.1.4 A detailed summary of educational and outreach materials distributed to childcare providers and other providers.
- 9.2 The Vendor shall provide an Annual Report at the end of each calendar year that includes the following data to monitor program performance:
- 9.2.1 Number of Vendor staff who conduct assessments that received annual training offered by the Immunization Section.
  - 9.2.2 Number of Vendor staff who attended the NH Immunization Conference.
  - 9.2.3 Information from the NH school survey reports to determine that children attending public school have up-to-date immunization coverage.
  - 9.2.4 All assigned provider visits which were completed per CDC requirements and reported within seven (7) days of the visit.
  - 9.2.5 The results, in detail, of the childcare visits to be submitted, as completed.
  - 9.2.6 List of (ten) 10 childcare providers educated on using Immunization Section developed tools and guidelines in accordance with Section 8.2.5.

### 10. Performance Measures

To measure and improve the quality of services, the Vendor shall:

- 10.1 Ensure that a minimum of ninety-seven percent (97%) of public school children are vaccinated with all required school vaccines.
- 10.2 Ensure that seventy percent (70%) of school-aged children are vaccinated against influenza as reported by the Immunization Information System, when available.



## Exhibit A

### Part C: STD/HIV/HCV Clinical Services and HIV/HCV Priority Testing

#### 11. Project Description

The Vendor shall provide Sexually Transmitted Disease (STD) Testing and Treatment, Human Immunodeficiency Virus (HIV) and Hepatitis C Virus (HCV) Counseling, Testing, and Referral and STD/HIV partner services support.

#### 12. Required STD, HIV and HCV Activities and Deliverables

12.1 Utilizing the Disease Control Emergency State General Funds allocated for this contract, in accordance with Exhibit B Method and Conditions Precedent to Payment, the Vendor shall develop a Workplan within thirty (30) days of the contract effective date that addresses the increased risks associated with infectious disease due to substance misuse in the Vendor's community.

12.1.1 The Vendor shall submit the Workplan of activities appropriate for the community for Department approval. Potential uses would include but is not limited to:

12.1.1.1 Expand STD, HIV, HCV screening efforts; and/or

12.1.1.2 Enhance existing community health worker outreach.

12.2 The Vendor shall provide the following STD/HIV/HCV Clinical Services:

12.2.1 HIV and HCV counseling and referral services.

12.2.2 HIV testing utilizing 4<sup>th</sup> generation HIV testing for those individuals who meet criteria and rapid testing technology for all others in accordance with CDC treatment guidelines.

12.2.3 HCV testing utilizing rapid test technology for those who meet criteria in accordance with CDC treatment guidelines. For clients who test positive, the Vendor shall submit specimens to the NH Public Health Laboratories (NH PHL) for RNA testing.

12.2.4 No-cost STD testing based on IDPICSS criteria.

12.2.5 Accept referrals from the Department of active or on-going TB disease investigation clients and offer HIV testing.

12.2.6 An annual reasonable fee scale which includes itemized cost for an office visit and screening for each of the following: HIV, HCV, syphilis, gonorrhea and chlamydia for those who are not eligible for no-cost services based on IDPICSS criteria.

12.2.7 An annual protocol outlining how the Vendor will procure, store, dispense and track STD medication according to CDC guidelines.



## Exhibit A

- 12.3 The Vendor shall provide the following HIV/HCV Testing Activities:
- 12.3.1 Voluntary confidential HIV Counseling, Testing and Referral Services utilizing 4<sup>th</sup> generation HIV testing for those individuals who meet criteria and rapid testing technology for all others in accordance with CDC treatment guidelines, to the following priority populations identified to be at increased risk of HIV infection:
    - 12.3.1.1 Sex and needle sharing partners of people living with HIV
    - 12.3.1.2 Men who have sex with men
    - 12.3.1.3 Black or Hispanic women
    - 12.3.1.4 Individuals who have ever shared needles
    - 12.3.1.5 Individuals who were ever incarcerated
    - 12.3.1.6 Contacts to a positive STD case and those who are symptomatic of a bacterial STD
    - 12.3.1.7 Individuals who report trading sex for money, drugs, safety or housing
  - 12.3.2 Provide voluntary confidential HCV Counseling, Testing and Referral Services using rapid testing technology in accordance with CDC treatment guidelines to the following priority populations identified to be at increased risk of HCV infection:
    - 12.3.2.1 Individuals who have ever shared needles or drug works for injection drug use
    - 12.3.2.2 Individuals who were ever incarcerated
    - 12.3.2.3 Individuals born between 1945 and 1965 (the "baby boomers" generation)
  - 12.3.3 Provide voluntary confidential STD testing and/or treatment based on criteria set forth by IDPICSS.
    - 12.3.3.1 Submit all specimens that qualify for no-cost testing based on criteria set forth by DPHS to the NH PHL.
    - 12.3.3.2 Ensure all clients with a positive STD test are treated based on the most recent CDC STD Treatment Guidelines.
    - 12.3.3.3 Ensure all clients who present as a contact to a positive STD client are tested and treated based on the most recent CDC STD Treatment Guidelines.
  - 12.3.4 Perform an annual review of the agency's recruitment plan detailing how the agency will access the priority populations indicated above.
- 12.4 The Vendor shall provide the following patient follow-up for STD/HIV/HCV Clinical Services and HIV/HCV Targeted Testing



## Exhibit A

- 12.4.1 Notify the IDPICSS of all HIV preliminary reactive rapid test results no later than 4:00 PM the following business day. Notification allows the IDPICSS to coordinate expedited confirmatory testing at the NH PHL.
- 12.4.2 Provide the IDPICSS with access to patients with positive diagnoses for the purpose of eliciting, identifying and locating information on sexual and/or needle sharing partners.
- 12.4.3 Assist the IDPICSS in partner elicitation by interviewing patients with a presumed or definitive STD and/or HIV diagnosis. The interview period for each disease is specified in the protocols developed by the CDC Partner Services Guidelines. Information gathered will be provided to the IDPICSS no later than the next business day, this includes electronic documentation.
- 12.4.4 Ensure that a minimum of one (1) Vendor staff member has completed the CDC Passport to Partner Services training, as funded by the IDPICSS Capacity Building Vendor. In the event of an outbreak of STD/HIV, provide assistance with STD/HIV investigations within the Vendor's service area and adhere to DPHS disease investigation standards for those investigations.
- 12.4.5 Perform an annual review of the following:
  - 12.4.5.1 Protocol that outlines the process of referring HIV positive clients into medical care which includes the steps taken to document a client has attended their first medical appointment with a HIV medical care provider.
  - 12.4.5.2 Protocol that outlines the process of referring HCV antibody positive clients into medical care. Specifically, the steps taken for clients who test HCV antibody positive and receive RNA testing at time of antibody screening and how those who are confirmed RNA positive have documentation of attendance at their first medical appointment. Additionally, the steps taken for clients who test HCV antibody positive and are not offered a RNA test on site, the steps taken to document the client has been referred to an appropriate provider for RNA testing.
  - 12.4.5.3 Protocol of the risk screening process that ensures services are being offered to the at risk populations defined by the IDPICSS or supported by other funding sources
  - 12.4.5.4 Protocol outlining how the Vendor will procure, store, dispense and tract STD medication according to CDC guidelines
  - 12.4.5.5 Perform an annual review of the recruitment plan detailing who the agency will access the priority populations indicated above.
- 12.4.6 Submit specimens being sent to the NH PHL within seventy-two (72) hours of specimen collection.



## Exhibit A

### 13. Compliance and Reporting Requirements

#### 13.1 The Vendor shall:

- 13.1.1 Comply with the DHHS, DPHS security and confidentiality guidelines related to all Protected Health Information (PHI). In addition, the Vendor shall comply with all state rules, and state and federal laws relating to confidentiality and if applicable the specific safeguards provided for substance use disorder treatment information and records in 42 CFR Part 2.
- 13.1.2 Refer to Exhibit K, DHHS Information Security Requirements, of this contract for secure transmission of data.
- 13.1.3 Identify an individual who will serve as the Vendor's single point of contact for STD/HIV/HCV Clinical Services and who will ensure accurate timely reporting and respond to the IDPICSS' inquiries.
- 13.1.4 Properly complete and submit all required documentation on appropriate forms supplied by the IDPICSS for each client supported under this agreement which shall include client visit and testing data collection forms within thirty (30) days of specimen collection.
- 13.1.5 Maintain ongoing medical records that comply with the NH Bureau of Health Facility requirements for each client which shall be available upon request.
- 13.1.6 Review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

### 14. Numbers Served

#### 14.1 The Vendor shall ensure:

- 14.1.1 Healthcare STD/HIV/HCV Clinical Services will be provided to a minimum of one-hundred-fifty (150) individuals and a minimum of one (1) newly diagnosed HIV case will be identified per year.
- 14.1.2 Non-healthcare HIV/HCV Testing Services will be provided to a minimum of fifty (50) individuals and a minimum of one (1) newly diagnosed HIV case will be identified per year.

### 15. Performance Measures

#### 15.1 The Vendor shall ensure:

- 15.1.1 Ninety-five percent (95%) of newly identified, confirmed HIV positive test results will be returned to clients within thirty (30) days.
- 15.1.2 Ninety-five percent (95%) of newly identified HIV positive cases referred to medical care will attend their first medical appointment within thirty (30) days of receiving a positive test result.
- 15.1.3 Eighty percent (80%) of individuals diagnosed with Chlamydia will receive appropriate treatment within fourteen (14) days of specimen collection.



### Exhibit A

---

- 15.1.4 Eighty percent (80%) of individuals diagnosed with Gonorrhea will receive appropriate treatment within fourteen (14) days of specimen collection.
- 15.1.5 Eighty percent (80%) of individuals diagnosed with Primary or Secondary Syphilis will receive appropriate treatment within fourteen (14) days of specimen collection.
- 15.1.6 Ninety-five percent (95%) of newly identified HCV antibody positive individuals who do not receive a RNA test at the time of antibody screening will have a documented referral to medical care at that time.

#### 16. Deliverables

- 16.1 The Vendor shall submit a Workplan and associated budgets to the Department for Department approval within thirty (30) days of the contract effective date for the activities to address the increased risks associated with infectious disease due to substance misuse in the community.



## Exhibit B

### Method and Conditions Precedent to Payment

- 1) The State shall pay the Vendor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Vendor pursuant to Exhibit A, Scope of Services.
  - 1.1. This contract is funded with:
    - 1.1.1. Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.733, Federal Award Identification Number (FAIN) #H23IP000986; CFDA #93.940, FAIN #U62PS924538; CFDA #93.268, FAIN #H23IP000757; and CFDA #93.997, FAIN #H25PS004339.
    - 1.1.2. Disease Control Emergency Funds (State General Funds)
    - 1.1.3. State General Funds
  - 1.2. The Vendor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Vendor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
  - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred monthly in the fulfillment of this agreement, and shall be in accordance with the approved line items in Exhibits B-1 (Pgs. 1-5) and B-2 (Pgs. 1-4).
  - 2.1. Payment for infectious disease-related Substance Misuse Services shall be on a cost reimbursed basis for actual expenditures for up to thirty-five thousand dollars (\$35,000) in accordance with a Department-approved Workplan and associated budgets submitted to the Department within thirty (30) days of the contract effective date in accordance with Exhibit A, Subsections 12.1.1 and 16.1.
  - 2.2. The Vendor shall submit monthly invoices in a form satisfactory to the State by the twentieth (20<sup>th</sup>) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month, in accordance with Exhibits B-1 (Pgs. 1-5) and B-2 (Pgs. 1-4). Invoices must be completed, signed, dated and returned to the Department in order to initiate payment. The State shall make payment to the Vendor within thirty (30) days of receipt of each accurate and correct invoice.
  - 2.3. The final invoice shall be due to the State no later than forty (40) days after the contract completion date, block 1.7 of the Form P-37, General Provisions.
  - 2.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHSccontractbilling@dhhs.nh.gov](mailto:DPHSccontractbilling@dhhs.nh.gov), or mail to:

Financial Administrator  
Department of Health and Human Services  
Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301
  - 2.5. Payments may be withheld pending receipt of required reporting as identified in Exhibit A, Scope of Services.





**Exhibit B**

---

- 3) Notwithstanding anything to the contrary herein, the Vendor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
  
- 4) Notwithstanding paragraph 18 of the General Provisions P-37; changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation and adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and without Governor and Executive Council approval, if needed and justified.

**EXHIBIT B-1 BUDGET**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Manchester Health Department

Budget Request for: Immunization Program (Core)  
(Name of RFP)

Budget Period: SFY 2019

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 65,800.28	\$ -	\$ 65,800.28	
2. Employee Benefits	\$ 17,484.72	\$ -	\$ 17,484.72	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 225.00	\$ -	\$ 225.00	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ 650.00	\$ -	\$ 650.00	
Medical	\$ 4,500.00	\$ -	\$ 4,500.00	
Office	\$ 100.00	\$ -	\$ 100.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 240.00	\$ -	\$ 240.00	
12. Subcontracts/Agreements	\$ 1,000.00	\$ -	\$ 1,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	\$ <b>80,000.00</b>	\$ <b>-</b>	\$ <b>80,000.00</b>	

Indirect As A Percent of Direct

0.0%

Vendor Initials JC  
Date 6/15/18

**EXHIBIT B-1 BUDGET**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Manchester Health Department

Budget Request for: Immunization Adult Program  
(Name of RFP)

Budget Period: SFY 2019 (July 2018 - Sept 2018)

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 17,388.02	\$ -	\$ 17,388.02	
2. Employee Benefits	\$ 2,716.98	\$ -	\$ 2,716.98	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 500.00	\$ -	\$ 500.00	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 2,000.00	\$ -	\$ 2,000.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 250.00	\$ -	\$ 250.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	\$ <b>22,855.00</b>	\$ <b>-</b>	\$ <b>22,855.00</b>	

Indirect As A Percent of Direct

0.0%

Vendor Initials JC  
Date 6/6/18

**EXHIBIT B-1 BUDGET**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Manchester Health Department

Budget Request for: HIV Prevention  
(Name of RFP)

Budget Period: SFY 2019

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 53,433.12	\$ -	\$ 53,433.12	
2. Employee Benefits	\$ 11,466.88	\$ -	\$ 11,466.88	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 600.00	\$ -	\$ 600.00	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 2,000.00	\$ -	\$ 2,000.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 6,000.00	\$ -	\$ 6,000.00	
Office	\$ 600.00	\$ -	\$ 600.00	
6. Travel	\$ 400.00	\$ -	\$ 400.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 7,000.00	\$ -	\$ 7,000.00	
12. Subcontracts/Agreements	\$ 1,000.00	\$ -	\$ 1,000.00	
13. Other (specific details mandatory):	\$ 5,000.00	\$ -	\$ 5,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 87,500.00</b>	<b>\$ -</b>	<b>\$ 87,500.00</b>	

Indirect As A Percent of Direct

0.0%

Vendor Initials   JC    
Date   6/5/18

**EXHIBIT B-1 BUDGET**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Manchester Health Department

Budget Request for: STD Prevention  
(Name of RFP)

Budget Period: SFY 2019

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ 15,210.00	\$ -	\$ 15,210.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 190.00	\$ -	\$ 190.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 15,400.00</b>	<b>\$ -</b>	<b>\$ 15,400.00</b>	

Indirect As A Percent of Direct

0.0%

Vendor Initials gc  
Date 6/5/18

**EXHIBIT B-1 BUDGET**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Manchester Health Department

Budget Request for: Tuberculosis Control  
(Name of RFP)

Budget Period: SFY 2019

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 25,168.00	\$ -	\$ 25,168.00	
2. Employee Benefits	\$ 2,782.00	\$ -	\$ 2,782.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 250.00	\$ -	\$ 250.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,000.00	\$ -	\$ 1,000.00	
Office	\$ 100.00	\$ -	\$ 100.00	
6. Travel	\$ 1,400.00	\$ -	\$ 1,400.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 100.00	\$ -	\$ 100.00	
12. Subcontracts/Agreements	\$ 2,200.00	\$ -	\$ 2,200.00	
13. Other (specific details mandatory):	\$ 2,000.00	\$ -	\$ 2,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 35,000.00</b>	<b>\$ -</b>	<b>\$ 35,000.00</b>	

Indirect As A Percent of Direct

0.0%

Vendor Initials gc  
Date 6/5/18

**EXHIBIT B-2 BUDGET**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Manchester Health Department

Budget Request for: Immunization Program (Core)  
(Name of RFP)

Budget Period: SFY 2020

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 65,800.28	\$ -	\$ 65,800.28	
2. Employee Benefits	\$ 17,484.72	\$ -	\$ 17,484.72	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 225.00	\$ -	\$ 225.00	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ 650.00	\$ -	\$ 650.00	
Medical	\$ 4,500.00	\$ -	\$ 4,500.00	
Office	\$ 100.00	\$ -	\$ 100.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 240.00	\$ -	\$ 240.00	
12. Subcontracts/Agreements	\$ 1,000.00	\$ -	\$ 1,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 90,000.00</b>	<b>\$ -</b>	<b>\$ 90,000.00</b>	

Indirect As A Percent of Direct

0.0%

Vendor Initials 9C  
Date 6/5/18

**EXHIBIT B-2 BUDGET**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Manchester Health Department

Budget Request for: HIV Prevention  
(Name of RFP)

Budget Period: SFY 2020

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$53,433.12	\$ -	\$ 53,433.12	
2. Employee Benefits	\$11,466.88	\$ -	\$ 11,466.88	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$600.00	\$ -	\$ 600.00	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$1,000.00	\$ -	\$ 1,000.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$6,000.00	\$ -	\$ 6,000.00	
Office	\$600.00	\$ -	\$ 600.00	
6. Travel	\$400.00	\$ -	\$ 400.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$1,500.00	\$ -	\$ 1,500.00	
12. Subcontracts/Agreements	\$1,000.00	\$ -	\$ 1,000.00	
13. Other (specific details mandatory):	\$4,000.00	\$ -	\$ 4,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 80,000.00</b>	<b>\$ -</b>	<b>\$ 80,000.00</b>	

Indirect As A Percent of Direct

0.0%

Vendor Initials SLC  
Date 6/5/18



**EXHIBIT B-2 BUDGET**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Manchester Health Department

Budget Request for: STD Prevention  
(Name of RFP)

Budget Period: SFY 2020

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ 15,210.00	\$ -	\$ 15,210.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 190.00	\$ -	\$ 190.00	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	\$ <b>15,400.00</b>	\$ <b>-</b>	\$ <b>15,400.00</b>	

Indirect As A Percent of Direct

0.0%

Vendor Initials JC  
Date 6/5/18

**EXHIBIT B-2 BUDGET**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Manchester Health Department

Budget Request for: Tuberculosis Control  
(Name of RFP)

Budget Period: SFY 2020

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 25,168.00	\$ -	\$ 25,168.00	
2. Employee Benefits	\$ 2,782.00	\$ -	\$ 2,782.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 250.00	\$ -	\$ 250.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,000.00	\$ -	\$ 1,000.00	
Office	\$ 100.00	\$ -	\$ 100.00	
6. Travel	\$ 1,400.00	\$ -	\$ 1,400.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 100.00	\$ -	\$ 100.00	
12. Subcontracts/Agreements	\$ 2,200.00	\$ -	\$ 2,200.00	
13. Other (specific details mandatory):	\$ 2,000.00	\$ -	\$ 2,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 35,000.00</b>	<b>\$ -</b>	<b>\$ 35,000.00</b>	

Indirect As A Percent of Direct

0.0%

Vendor Initials JL  
Date 6/5/18



**SPECIAL PROVISIONS**

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services  
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.
4. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and replaced with:
  - 14.1.1. Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$275,000 per claim and \$925,000 per occurrence; and





**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 GRANTEEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name:

6/5/18  
Date

Joyce Craig  
Name: Joyce Craig  
Title: Mayor



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

10/5/18  
Date

Joyce Craig  
Name: Joyce Craig  
Title: Mayor

Exhibit E - Certification Regarding Lobbying

Contractor Initials JL  
Date 10/5/18



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

Date 6/5/18

Name: Joyce Craig  
Title: Mayor



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

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

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

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

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

Exhibit G

Contractor Initials

*GL*

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

6/5/18  
Date

Joyce Craig  
Name: Joyce Craig  
Title: Mayor

Exhibit G

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

Contractor Initials JC

Date 6/5/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/5/18  
Date

Joyce Craig  
Name: Joyce Craig  
Title: Mayor





Exhibit I

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

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

(1) **Definitions.**

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

*JC*



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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

3/2014

Contractor Initials JG

Date 6/5/18



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

*JK*  
6/5/18

✓



Exhibit I

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

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

Department of Health and Human Services

City of Manchester

The State

Name of the Contractor

Patricia Tilley  
Signature of Authorized Representative

Joyce Craig  
Signature of Authorized Representative

PATRICIA TILLEY  
Name of Authorized Representative

Joyce Craig  
Name of Authorized Representative

Deputy Director DPHS  
Title of Authorized Representative

Mayor  
Title of Authorized Representative

6/12/18  
Date

6/5/18  
Date



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

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

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

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

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

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

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

Contractor Name:

6/5/18  
Date

Joyce Craig  
Name: Joyce Craig  
Title: Mayor



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: 7909131036
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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

*JFC*

*10/5/18*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

*JL*

6/5/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

**Exhibit K**

**DHHS Information Security Requirements**



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

*JFC*

6/5/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

GC

6/5/18