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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

June 5, 2014

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

SOLE SOURCE
79% Federal funds
21% General funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** agreement with the City of Nashua, Division of Public Health and Community Services, Vendor #177441-B011, 18 Mulberry Street, Nashua, NH 03060, in an amount not to exceed \$337,200, to provide clinical and prevention services to detect, treat and prevent the spread of Tuberculosis, Sexually Transmitted Diseases, Human Immunodeficiency Virus, Hepatitis C, and Vaccine-Preventable Disease, to be effective July 1, 2014 or date of Governor and Council approval, whichever is later, through June 30, 2016.

Funds are available in the following accounts for SFY 2015, and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION PROGRAM

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90023317	40,000
SFY 2015	102-500731	Contracts for Prog Svc	90023011	20,000
			Sub Total	60,000
SFY 2016	102-500731	Contracts for Prog Svc	90023317	40,000
SFY 2016	102-500731	Contracts for Prog Svc	90023011	20,000
			Sub Total	60,000
			Sub Total	\$120,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90024000	63,600
SFY 2016	102-500731	Contracts for Prog Svc	90024000	63,600
			Sub Total	\$127,200

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90025000	10,000
SFY 2016	102-500731	Contracts for Prog Svc	90025000	10,000
			Sub Total	\$20,000

05-95-90-902510-5170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, DISEASE CONTROL

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90020006	35,000
SFY 2016	102-500731	Contracts for Prog Svc	90020006	35,000
			Sub Total	\$70,000
			TOTAL	\$337,200

EXPLANATION

The Department requests that this agreement be awarded as a **sole source** to the City of Nashua, Division of Public Health and Community Services because it is the only local municipal public health entity with the legal authority and infrastructure necessary to carry out disease surveillance and investigations, mitigate public health hazards, and enforce applicable laws and regulations in the city of Nashua and surrounding towns.

Funds in this agreement will be used to provide clinical testing, outreach and educational services in the Greater Nashua area to prevent and control the following array of infectious diseases: Tuberculosis, Human Immunodeficiency Virus, Sexually Diseases, Hepatitis C, and Vaccine-Preventable Diseases.

The intent of these activities is to: 1) increase immunization rates among children, adolescents and adults, and 2) detect, treat and prevent the spread of infectious diseases.

Infectious diseases affect the entire population. The value of these services is to inform, educate and empower both clinical providers and persons affected by these infectious diseases. The aim of these services is to promote maximal impact on health and ensure adequate infectious disease

services for the population beyond the resources within the Department. The services of this contract seek to work in effective partnerships with community and local health care systems to increase immunization rates and decrease the incidence and burden of infectious diseases such as pertussis, HIV infection, Tuberculosis and chlamydia.

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

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

The following performance measures, among the most central listed in the agreement, will be used to measure the effectiveness of the agreement:

1. Related to Tuberculosis Control Services

- 90% of clients with pulmonary Tuberculosis, for whom one year of treatment is indicated, shall complete treatment within 12 months of documented treatment initiation
- 75% of program-identified high-risk infected persons who are placed on treatment of Latent Tuberculosis Infection shall complete treatment within 12 months of documented treatment initiation.
- 90% of clients with pulmonary Tuberculosis shall complete treatment by Directly Observed Therapy within 12 months of documented treatment initiation.
- 90% of clients with extra pulmonary tuberculosis shall complete treatment by Directly Observed Therapy within 12 months of documented treatment initiation.
- 95% of close contacts shall be evaluated to determine if they have Latent Tuberculosis Infection, or Tuberculosis disease.
- Refugee arrivals shall be screened for Tuberculosis and Latent Tuberculosis Infection within 30 days of arrival notification.

2. Related to Immunization Services

By June 30, 2016:

- 98% of city public school children are vaccinated with all required school vaccines.
- 90% of city residents will be identified as having a primary access site for immunization education and administration
- 70% of school-aged children will be vaccinated against influenza as reported by the Immunization Information System.
- The number of insured adult patients referred to another private facility and/or the number of insured adult patients whose insurance was billed for administration cost increases to 100%.

3. Related to Sexually Transmitted Disease, Human Immunodeficiency Virus, and Hepatitis C Virus Clinical Services

- 90% of Human Immunodeficiency Virus tests results performed on the Human Immunodeficiency Virus Target Population will be returned to clients within 30 days of testing date.

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- 95% of newly identified, confirmed Human Immunodeficiency Virus positive test results will be returned to clients within 30 days.
- 95% of newly identified Human Immunodeficiency Virus positive cases referred to medical care will attend their first medical appointment within 90 days of receiving a positive test result.
- 80% of diagnosed Chlamydia cases among the Sexually Transmitted Disease Target Population will receive appropriate treatment within 14 days of specimen collection.
- 80% of diagnosed Gonorrhea cases among the Sexually Transmitted Disease Target Population will receive appropriate treatment within 14 days of specimen collection.
- 80% of diagnosed Primary or Secondary Syphilis cases among the Sexually Transmitted Disease Target Population will receive appropriate treatment within 14 days of specimen collection.
- 95% of newly identified Hepatitis C Virus cases among the Hepatitis C Virus Target Population will have a documented referral to medical care at time of diagnosis.

Area served: Greater Nashua area.

Source of Funds: Source of Funds is 79.24% Federal Funds from the US Centers for Disease Control and Prevention and 20.76% General Funds.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

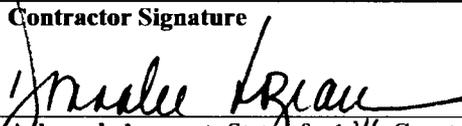
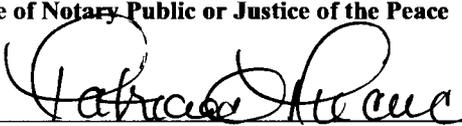
Subject: Infectious Disease Prevention and Control

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name City of Nashua, Division of Public Health and Community Services		1.4 Contractor Address 18 Mulberry Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-589-4560	1.6 Account Number Account numbers identified in Exhibit B	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$337,200.00
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Donnalee Lozeau, Mayor	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>6/1/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace PATRICIA D. PIECUCH			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/18/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: DL
Date: 6/1/14

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials:

Date:

DC
6/1/14

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



Exhibit A
SCOPE OF SERVICES

Part A: Tuberculosis

1. Project Description

On behalf of the New Hampshire Department of Health and Human Services (NH DHHS), Division of Public Health Services (DPHS), Bureau of Infectious Disease Control (BIDC), Infectious Disease Prevention, Investigation and Care Services Section (ID-PICSS), the Health Department will provide Tuberculosis (TB) prevention and control services. Three 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 individual most at risk for the disease.

2. Required Tuberculosis Activities and Deliverables

2.1. Case Management Activities

Case management of those individuals with active TB and High Risk Latent Tuberculosis Infection (LTBI) shall be provided until an appropriate treatment regimen is completed. Targeted testing of high-risk groups identified by the ID-PICSS is an expectation of this contract.

1. Provide case management services by assuring proper supervision until treatment is completed.
2. Monitor for adherence and adverse reactions of treatment by visiting clients regularly
3. Supervise isolation of individuals with infectious TB when ordered by the New Hampshire DHHS, New Hampshire DPHS.
4. Conduct prompt contact investigations to identify all exposed individuals
5. Arrange for tuberculin skin testing or Interferon Gamma Release Assay (IGRA) testing
6. Assure proper treatment is prescribed, if infected.

2.2. Screening and Targeted Testing

Screening shall be targeted to high-risk populations as identified by the DPHS to include:

- Children < 5 years of age;
- Immunocompromised persons Human Immunodeficiency Virus Infection/Acquired Immunodeficiency Syndrome (HIV/AIDS) those on cancer treatments or high-dose steroids or Tumor necrosis factor alpha antagonists or those who have recently undergone transplant procedures);
- Recent converters;
- Contact to recent active case of pulmonary TB;
- Class A/B immigrants and refugees.

2.3. Screening Required Activities

1. Assure that all Class A, B1, and B2, & Class B3 arrivals receive a tuberculin skin test (TST)/ Blood Assay for Mycobacterium tuberculosis (BAMT) and symptom screen within 10 business days of notification of arrival;
2. Inform medical providers of the need to comply with the United States Immigrations and Customs Enforcement (ICE) standard for Class B1, B2, & B3 immigrant medical evaluations within 30 days of arrival;



Exhibit A

3. Provide a tuberculin skin test to all other newly arrived refugees within 30 days of notification of arrival;
4. Assure that refugees with positive TSTs or BAMTs are evaluated and that recommendations are made for treatment of LTBI to the medical provider;
5. Assure that all others identified as high risk are provided a screening test as indicated.
6. Conduct an investigation on all TST or BAMT positive children less than five years of age to identify a source case.
7. Arrange a medical evaluation to diagnose TB/LTBI for all individuals with a positive TST, which will also include recommendations for HIV testing.
8. Document a medical diagnosis within 60 days of the start of treatment.
9. Report the diagnosis, ruled out or confirmed, to the ID-PICSS.
10. Submit a completed NH TB Program Investigation form to the ID-PICSS within 10 business days of results.

3. Reporting Requirements

3.1. Reporting Requirements

A system exists to collect, monitor, analyze data and evaluate performance is utilized for timely reporting to the DPHS TB Program. The contractor shall assure for active TB Cases:

1. Timely submission of the *NH TB Investigation* form (via fax) and a template for suspect active and active TB cases via email to the TB Program Manager and Infectious Disease Nurse Manager within 1 business day of initial report.
2. Timely submission of *The Report of Verified Case of TB (RVCT)* within 30 days of diagnosis,
3. Timely submission of the *Initial Drug Susceptibility Report (RVCT Follow Up Report 1)* within 30 days of sensitivity results,
4. Timely submission of the *Completion Report (RVCT Follow Up Report 2)* within 30 days of discharge regardless of residence location.

The contractor shall assure that for all LTBI cases:

1. A determination is made as to if a client will be eligible to receive TB Program Services based on risk category.
2. Submission of the completed NH TB Investigation Form with the TB Discharge Form to the ID-PICSS.

4. Treatment and Monitoring Standards

Treatment and the monitoring of treatment shall be provided utilizing the guidance of the Centers for Disease Control and Prevention (CDC) and the ID-PICSS. The contractor shall:

1. Provide to the patient's medical provider the current CDC and/or American Thoracic Society Guidelines for baseline and ongoing laboratory testing, vision and hearing screening;
2. Arrange treatment for all eligible Class A/B arrivals with LTBI and assure completion of treatment according to clinical guidelines;
3. Provide consultation to medical providers regarding treatment recommendations for all high-risk groups;
4. Provide recommendations for treatment about the importance of adherence to treatment guidelines;
5. Assure that a telephone contact is made with the client within 24 hours of identification of case or suspect case.
6. Conduct a face-to-face visit to the identified case or suspect case within three business days of



Exhibit A

identification to provide counseling and assessment;

7. Monitor treatment adherence and adverse reaction to treatment by conducting a minimum of monthly visits for active cases or phone calls for LTBI cases until treatment is completed.
8. Document and report unusual symptoms and severe adverse drug reactions to the medical provider and the ID-PICSS within 24 hours of assessment.
9. Document and report lack of clinical improvement to the medical provider and the NHTBP within two months of treatment initiation (active cases).

4.1. A plan for Directly Observed Therapy (DOT) shall be established

1. Evaluate each patient and his/her environment to determine the most appropriate person(s) to provide DOT.
2. If the DOT provider is not a Contractor employee, the Contractor staff will provide DOT education to that provider and recommend DOT as the standard of care for all clients with TB.
3. Develop a DOT calendar to include the following information: drug, dose, route, frequency, duration, observer name and changes in any of these to be reviewed at least monthly.
4. Non-adherence to treatment shall be reported to the ID-PICSS within three days.
5. Clients not placed on DOT shall be reported to the ID-PICSS within 1 week of treatment initiation or confirmed diagnosis.
6. Adherence of clients self-administering medications shall be monitored by contact with the patient every two weeks, as well as monthly unannounced visits to monitor pill counts, pharmacy refills or urine testing.

4.2. Laboratory Monitoring

Laboratory monitoring shall be individualized based on the treatment regimen used and the client's risk factors for adverse reactions, and the Contractor shall:

1. Arrange for the collection of sputum specimens, in coordination with the medical provider, at a minimum of monthly intervals until at least two consecutive negative cultures are reported by the laboratory (culture conversion).
2. Collect specimens for smear positive infectious cases, if not done by the medical provider, every one-two weeks until three negative smears or two negative cultures are reported.
3. Report culture conversions not occurring within two months of treatment initiation to the New Hampshire Tuberculosis Program (NHTBP) and medical provider with the appropriate treatment recommendation.
4. Notify the NHTBP if susceptibility testing is not ordered on isolates sent to private labs.
5. Obtain susceptibility results from private labs to be forwarded to the ID-PICSS.
6. Request that an isolate be sent to the NH Public Health Laboratory for genotype testing when specimens are submitted to a reference laboratory.

4.3. Isolation

Isolation shall be established, monitored and discontinued as required

1. Monitor adherence to isolation through unannounced visits and telephone calls.
2. Report non-adherence to isolation to the ID-PICSS.
3. Assure that legal orders for isolation are issued from the NH DHHS, DPHS and served by the local authority when indicated.

4.4. Contact Investigation Standards

Contact investigation is initiated and completed promptly.

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Exhibit A

1. For infectious clients, conduct the client interview and identify contacts within three business days of case report submission to the ID-PICSS;
2. Contact investigations are prioritized based upon current CDC guidelines such as smear positivity and host factors;
3. Assure that contacts diagnosed with LTBI, who are eligible for treatment, start and complete treatment as recommended.

4.5. For all TB Clients

The contractor shall:

1. Patient teaching is provided per NHTBP Assessment and Education form.
2. A policy is developed, implemented and annually reviewed for the maintenance of confidential client records.
3. A signed release of information is obtained from each client receiving services.
4. Contractor staff complies with all laws related to the protection of client confidentiality and the management of medical records.
5. A copy of the client record is submitted to the NHTBP within 30 days of completion of therapy or discharge.

4.6. NH Tuberculosis Financial Assistance (TBFA)

For clients applying for NH Tuberculosis Financial Assistance (TBFA):

1. Assure assistance is provided to individuals applying for the NH TBFA to assure that diagnostic and treatment services are made available regardless of the individual's ability to pay.
2. Assure all policies and procedures for the NH TBFA Program are followed.
3. Assure all completed applications are promptly submitted to the NH TBFA Program for review of eligibility.

4.7. Additional Program Services

1. Provide bi-annual progress reports utilizing the format provided by ID-PICSS;
2. Participate in the mandatory annual case reviews & chart audit when scheduled;
3. Assure a trained and proficient workforce is maintained.

5. Performance Measures

The Department is committed to assuring that it delivers high quality public health services directly or by contract. As stewards of state and federal funds we strive to assure that all services are evidenced-based and cost efficient. To measure and improve the quality of public health services, NH DPHS employs a performance management model. This model, comprised of four components, provides a common language and framework for NH DPHS and its community partners. These four components are: 1) performance standards; 2) performance measurement; 3) reporting of progress; and, 4) quality improvement. NH DPHS has established the following performance measures for the work to be carried out under this proposal.

5.1. Completion of Treatment

- 90% of clients with pulmonary TB, for whom one year of treatment is indicated, shall complete treatment within 12 months of documented treatment initiation
- 75% of program-identified high-risk infected persons who are placed on treatment of LTBI shall complete treatment within 12 months of documented treatment initiation.

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Exhibit A

- 90% of clients with pulmonary TB shall complete treatment by DOT within 12 months of documented treatment initiation.
- 90% of clients with extra pulmonary TB shall complete treatment by DOT within 12 months of documented treatment initiation.

5.2. Known Human Immunodeficiency Virus (HIV) Status

- 90% of newly reported persons with Active TB shall have a documented HIV test
- Contact Investigations
- 95% of close contacts shall be evaluated* to determine if they have LTBI or TB disease.
 - 90% of infected close contacts, which start treatment for LTBI, shall complete treatment.

5.3. Contact Investigations

- 95% of close contacts shall be evaluated* to determine if they have LTBI or TB disease.
- 90% of infected close contacts, which start treatment for LTBI, shall complete treatment.

5.4. Evaluation of Immigrants and Refugees

- Refugee arrivals shall be screened for TB/LTBI within 30 days of arrival notification.
- 90% of Class A/B arrivals shall be evaluated* for TB disease and LTBI infection within 30 days of arrival.
- 90% of class A/B arrivals with LTBI, who are started on treatment, shall complete treatment within 12 months of treatment initiation

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

6. Cultural Considerations

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

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

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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 Health Department will assist in increasing vaccination coverage of children, adolescents and adults by creating a strategy for improvement in the geographic area covered by the city.

8. Required Immunization Activities and Deliverables

1. The Health Department will strategically align and connect the health care delivery system with community and public health services to increase the number of children, adolescents and adults who are immunized with vaccines as recommended by the Advisory Committee on Immunization Practice (ACIP) and the State of New Hampshire.
 - a. Determine where populations in the community access immunization services and determine if any populations are unable to access services, and why.
 - b. Coordinate with public and private medical offices to assure that all populations (insured and uninsured) have access to immunization services.
 - c. Develop promotional/educational campaigns to increase immunizations for populations identified in (a) above.
 - d. Administer vaccines available through the New Hampshire Immunization Program to uninsured children, adolescents and adults, with considering of implementing a sliding fee scale by end of the contract period.
 - e. Increase the number of influenza immunization clinics in city schools for all students, regardless of insurance status.

2. The Health Department will, under the guidance of the Immunization Section Quality Assurance Coordinator, assess provider offices for standards established by the Centers for Disease Control and Prevention (CDC) and the Department of Health and Human Services (DHHS), and/or for the rate of immunization series completion, as recommended by the ACIP and the Immunization Section.
 - a. The Health Department staff assigned to provider visits will attend annual trainings offered by the Immunization Section and
 - b. The Health Department clinical staff (at least 2) will attend the NH Immunization Conference and any training required to maintain knowledge of Vaccine for Children policies, childcare assessment strategies and technology.
 - c. The Health Department will visit and assess up to 50% of the enrolled local vaccine providers (as assigned by the Quality Assurance Coordinator), using CDC/Immunization Section developed tools and guidelines, and report the results via File Transfer Protocol (FTP), Immunization Information System or Secure Access Management Services (SAMS) Portal to the Immunization Section within one month of the visit.
 - d. Distribute material approved by the Immunization Section for the purposes of educating medical providers, staff and patients about the reasons for, benefits and risks of vaccination.



Exhibit A

3. Through education of students, parents, and school personnel, achieve and maintain 97% 'up-to-date' coverage for vaccines required for students enrolled in the public schools.
4. Visit, educate and assess, on an annual basis, up to 20 childcare providers, using Immunization Section developed tools and guidelines

9. Reporting Requirements

1. The Health Department shall submit to the DHHS/DPHS Immunization Section Chief, the following data to monitor program performance:
 - a. A report summarizing where residents of the city are accessing immunization services, which populations are not accessing vaccinations and why by April 30, 2015
 - b. A plan that outlines how all populations (insured and uninsured) will access immunizations in the future by April 30, 2015.
 - c. A plan to develop promotional/educational campaign to increase immunizations for residents not currently accessing vaccines by June 31, 2015.
 - d. A quarterly report on the number of uninsured children, adolescents and adults vaccinated at the primary Health Department clinic facility and the number of insured children and adolescents that were a) referred to another facility, or b) vaccinated at the primary Health Department clinic facility with the administration cost billed to the primary insurer.
 - e. A report, by the end of the calendar year, of how many students, by age and insurance status, were vaccinated with the influenza vaccine at school-based clinics.
 - f. Beginning in 2016, an annual report generated by the Immunization Section to determine the number of children, adolescents and adults that have been vaccinated in the city using the Immunization Information System. At the time of each reporting, through 2017, the Health Department and the Immunization Section will review the report for quality, completeness and current validity.
2. The Health Department will demonstrate through attendance and reports the following:
 - a. Health Department staff assigned to conduct assessments in provider offices will attend annual training offered by the Immunization Section to learn and practice protocols for provider assessments
 - b. Health Department staff attend the NH Immunization Conference and required trainings, as demonstrated by sign-in sheets available at the trainings and conference.
 - c. All assigned provider visits are completed satisfactorily (as determined by CDC requirements) and reported within one month of the visit.
 - d. Educational and outreach material is approved by the Immunization Section Chief and reported as distributed in a quarterly report.
 - e. The annual reports from all New Hampshire schools will be reviewed to determine the 'up-to-date' coverage for vaccines required for students enrolled in the public schools.
 - f. The results of the childcare visits will be reported on May 15 of each year.

10. Performance Measures

By June 30, 2016:

98% of city public school children are vaccinated with all required school vaccines.

90% of city residents will be identified as having a primary access site for immunization education and administration



Exhibit A

70% of school-aged children will be vaccinated against influenza as reported by the Immunization Information System.

The number of insured adult patients referred to another private facility and/or the number of insured adult patients whose insurance was billed for administration cost increases to 100%.

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Exhibit A

Part C: STD/HIV/HCV Clinical Services and HIV/HCV Targeted Testing

11. Project Description

On behalf of the New Hampshire Department of Health and Human Services, Division of Public Health Services, BIDD, IDPICSS, the Health Department will provide Sexually Transmitted Disease (STD) Testing and Treatment, Human Immunodeficiency Virus(HIV)/Hepatitis C Virus (HCV) Counseling, Testing and Referral in a healthcare setting (STD/HIV/HCV Clinical Services), and Targeted HIV/HCV Counseling, Testing and Referral in a non healthcare setting (Targeted HIV/HCV Testing).

12. Required STD/HIV/HCV Activities and Deliverables

12.1. STD/HIV/HCV Clinical Services Activities

- 1. Provide voluntary, confidential HIV and HCV Counseling, Testing and Referral Services utilizing rapid testing technology as the primary means of specimen collection, and STD testing and treatment in accordance with Centers for Disease Control and Prevention (CDC) treatment guidelines for syphilis, gonorrhea and chlamydia to priority populations at increased risk of infections as defined by the DPHS.
2. Accept referrals and offer timely HIV testing of all active or ongoing TB disease investigation clients referred by DPHS.
3. Submit within thirty days of award and on an annual basis, a reasonable fee scale for clients who fall outside the prioritized risk populations as defined by DPHS, who request testing. This fee scale shall include an itemized cost for an office visit and screening for each of the following: HIV, HCV, syphilis, gonorrhea and chlamydia.
4. Submit within thirty days of award and review on an annual basis, a protocol that documents how the agency will procure, store, dispense and track STD medications to ensure compliance with the CDC STD treatment guidelines for the treatment of syphilis, gonorrhea and chlamydia. This protocol shall include the process for injectable medications required for treatment.

12.2. Targeted HIV/HCV Testing Activities

- 1. Provide voluntary, confidential HIV Counseling, Testing and Referral Services; utilizing rapid testing technology as the primary means of specimen collection to the following priority populations identified to be at increased risk of HIV infection:
a. Sex and needle sharing partners of people living with HIV.
b. Men who have sex with men who have engaged in unprotected sex in the previous 12 months
c. Black or Hispanic women
d. Individuals who have shared needles for injection drug use in the previous 12 months
e. Individuals who are incarcerated.
2. Provide voluntary, confidential HCV Counseling, Testing and Referral Services; utilizing rapid testing technology as the primary means of specimen collection to the following priority population identified to be at increased risk of HCV infection
a. Individuals who are currently or have in the past shared needles for injection drug use
b. Individuals who are incarcerated



Exhibit A

3. Submit within thirty days of award and review on an annual basis, a recruitment plan detailing how the agency will access each of the priority populations listed in numbers one

12.3. Patient Follow-up for STD/HIV/HCV Clinical Services and HIV/HCV Targeted Testing

1. Notify the DPHS of all HIV preliminary positive test results no later than 4 PM the next business day.
2. Assure the DPHS staff has access to patients with positive diagnoses for the purpose of eliciting, identifying and locating information on sexual and /or needle sharing partners.
3. Assist the DPHS staff 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 DPHS no later than the next business day.
4. Submit within thirty days of award and review on an annual basis a protocol that outlines the process the agency will use when referring HIV positive clients into medical care. This outline should include the steps the agency will take to document a clients has attended their first medical appointment with a HIV medical care provider.
5. Submit within thirty days of award and review on an annual basis a protocol that outlines the process the agency will use when referring HCV positive clients into medical care. This outline should include the steps the agency will take to document a clients has attended their first medical appointment with a HCV medical care provider.
6. Submit within thirty days of award a document that captures the risk-screening process the agency will use to ensure services are being offered to the at risk populations as defined by the DPHS or supported by other funding sources.
7. Submit specimens being sent to the NH Public Health Laboratories within 72 hours of specimen collection.

13. Compliance and Reporting Requirements

1. Comply with the DPHS security and confidentiality guidelines related to all protected health information.
2. Identify one staff person as the agency staff person to serve as the DPHS point of contact. This individual will be responsible for ensuring all required reporting is timely and complete and will respond to any DPHS staff inquiries.
3. Properly complete and submit all required documentation on appropriate forms supplied by the DPHS for each client supported by these funds. This includes submitting all client visit and testing data collection forms within 30 days of specimen collection.
4. Maintain ongoing medical records that comply with the NH Bureau of Health Facilities requirements for each client. All records shall be available for review by the DPHS upon request.
5. Review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

14. Numbers Served

1. STD/HIV/HCV Clinical Services will be provided to a minimum of 150 individuals and a minimum of one newly diagnosed HIV case will be identified per year.



Exhibit A

- 2. Targeted HIV/HCV Testing Services will be provided to a minimum of 50 individuals and a minimum of one newly diagnosed HIV case will be identified per year.

15. Performance Measures

Goal#1

To ensure that clients who are tested for HIV receive their results in an appropriate timeframe.

Target: 90% of HIV tests results performed on the HIV Target Population will be returned to clients within 30 days of testing date.

Numerator- The number of HIV test results among the clients that fall within the HIV target population returned within 30 days of the test date.

Denominator- The number of HIV tests performed on clients that fall within the HIV target population.

Goal#2

To ensure that newly identified HIV positive cases receive their test results in an appropriate timeframe.

Measure: 95% of newly identified, confirmed HIV positive test results will be returned to clients within 30 days.

Numerator- The number of newly identified, confirmed HIV positive test results returned to clients within 30 days of the test date.

Denominator- The number of newly identified, confirmed HIV positive test results.

Goal#3

To ensure that newly identified HIV positive cases receive timely access to appropriate medical care services.

Target: 95% of newly identified HIV positive cases referred to medical care will attend their first medical appointment within 90 days of receiving a positive test result

Numerator- The number of newly identified HIV positive cases referred to medical care that attend their first medical appointment within 90 days of receiving a positive test result.

Denominator- The number of newly identified HIV positive cases that are referred to medical care services.

Goal#4

To ensure appropriate and timely treatment for Chlamydia infection.

Target: 80% of diagnosed Chlamydia cases among the STD Target Population will receive appropriate treatment within 14 days of specimen collection.

Numerator- The number of clients within the STD Target Population with a diagnosis of Chlamydia that received appropriate treatment within 14 days of specimen collection.



Exhibit A

Denominator- The number of clients that fall within the STD target population with a diagnosis of Chlamydia.

Goal#5

To ensure appropriate and timely treatment for Gonorrhea infection.

Target: 80% of diagnosed Gonorrhea cases among the STD Target Population will receive appropriate treatment within 14 days of specimen collection.

Numerator- The number of clients within the STD Target Population with a diagnosis of Gonorrhea that received appropriate treatment within 14 days of specimen collection.

Denominator- The number of clients that fall within the STD Target Population with a diagnosis of Gonorrhea.

Goal#6

To ensure appropriate and timely treatment for Primary and Secondary Syphilis infection.

Target: 80% of diagnosed Primary or Secondary Syphilis cases among the STD Target Population will receive appropriate treatment within 14 days of specimen collection.

Numerator- The number of clients within the STD Target Population with a diagnosis of Primary or Secondary Syphilis that received appropriate treatment within 14 days of specimen collection.

Denominator- The number of clients that fall within the STD Target Population with a diagnosis of Primary or Secondary Syphilis.

Goal#7

To ensure that newly identified HCV cases receive timely referral to appropriate medical care services.

Target: 95% of newly identified HCV cases among the HCV Target Population will have a documented referral to medical care at time of diagnosis.

Numerator- The number of newly identified HCV positive cases that fall within the HCV Target referred to medical care at time of diagnosis.

Denominator- The number of newly identified HCV positive cases that fall within the HCV Target Population.



Exhibit B

Method and Conditions Precedent to Payment

- 1) Funding Sources: The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) and Federal Assistance Identification Number (FAIN) are as follows:

Service	Amount	State of NH Acct Numbers	Funding Source	CFDA	FAIN
Immunization	120,000.00	05-95-90-902510-5178-102-500731	100% federal funds from the U.S. Centers for Disease Control and Prevention	93.268	H23IP000757
HIV prevention services	127,200.00	05-95-90-902510-5189-102-500731	100% federal funds from the U.S. Centers for Disease Control and Prevention	93.940	U62PS003655
STD prevention services	20,000.00	05-95-90-902510-2227-102-500731	100% federal funds from the U.S. Centers for Disease Control and Prevention	93.977	H25PS004339
Tuberculosis prevention services	70,000.00	05-95-90-902510-5170-102-500731	100% general funds		
TOTAL	337,200.00				

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

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

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

- b. The invoice must be submitted to:

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

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials

[Handwritten Signature]
 Date 6/1/14



Exhibit B

- 3) The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1 – SFY 2015 and Exhibit B-1 – SFY 2016 Budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State. DHHS funding may not be used to replace funding for a program already funded from another source.
- 4) This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
- 5) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred upon compliance with reporting requirements and performance and utilization review. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
- 6) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.
- 7) The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.
- 8) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials

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Exhibit B-1 (SFY 2015)

Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: City of Nashua, Div. of Public Health and Community Services

Budget Request for: Immunization Services

(Name of service)

Budget Period: SFY 2015

Line Item	Direct Expenditure	Indirect Fund	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 32,000.00	\$ 5,460.00	\$ 37,460.00	Based on actual costs
2. Employee Benefits	\$ 17,500.00	\$ -	\$ 17,500.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 600.00	\$ -	\$ 600.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,700.00	\$ -	\$ 1,700.00	
Office	\$ 200.00	\$ -	\$ 200.00	
6. Travel	\$ 500.00	\$ -	\$ 500.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 250.00	\$ -	\$ 250.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,440.00	\$ -	\$ 1,440.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Disposal Services	\$ 350.00	\$ -	\$ 350.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 54,540.00	\$ 5,460.00	\$ 60,000.00	

Indirect As A Percent of Direct

10.0%

Exhibit B-1 - Budget

Contractor Initials: DC

Date: 6/1/14

Exhibit B-1 (SFY 2015) Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: City of Nashua, Div. of Public Health and Community Services

Budget Request for: STD-HIV-HCV Services
(Name of service)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 37,000.00	\$ 5,640.00	\$ 42,640.00	Based on actual costs
2. Employee Benefits	\$ 14,500.00		\$ 14,500.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 2,000.00	\$ -	\$ 2,000.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	
Lab	\$ 200.00	\$ -	\$ 200.00	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 2,000.00	\$ -	\$ 2,000.00	
Office	\$ 880.00	\$ -	\$ 880.00	
6. Travel	\$ 500.00	\$ -	\$ 500.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 100.00	\$ -	\$ 100.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 8,000.00	\$ -	\$ 8,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Disposal Services	\$ 780.00	\$ -	\$ 780.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 67,960.00	\$ 5,640.00	\$ 73,600.00	

Indirect As A Percent of Direct

8.3%

Exhibit B-1 - Budget

Contractor Initials:

Date:

DL
6/1/14

Exhibit B-1 (SFY 2015)

Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: City of Nashua, Div. of Public Health and Community Services

Budget Request for: Immunization Services

(Name of service)

Budget Period: SFY 2016

	Direct Budget	Indirect Budget	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 33,000.00	\$ 5,400.00	\$ 38,400.00	Based on actual costs
2. Employee Benefits	\$ 17,500.00	\$ -	\$ 17,500.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 400.00	\$ -	\$ 400.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,500.00	\$ -	\$ 1,500.00	
Office	\$ 200.00	\$ -	\$ 200.00	
6. Travel	\$ 500.00	\$ -	\$ 500.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 250.00	\$ -	\$ 250.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 900.00	\$ -	\$ 900.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Disposal Services	\$ 350.00	\$ -	\$ 350.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 54,600.00	\$ 5,400.00	\$ 60,000.00	

Indirect As A Percent of Direct

9.9%

Exhibit B-1 - Budget

Contractor Initials: DL

Date: 6/1/14

Exhibit B-1 (SFY 2015)

Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: City of Nashua, Div. of Public Health and Community Services

Budget Request for: STD-HIV-HCV Services

(Name of service)

Budget Period: SFY 2016

Line Item	Direct Budgeted	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 38,000.00	\$ 6,070.00	\$ 44,070.00	Based on actual costs
2. Employee Benefits	\$ 14,500.00	\$ -	\$ 14,500.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 2,000.00	\$ -	\$ 2,000.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 575.00	\$ -	\$ 575.00	
Lab	\$ 200.00	\$ -	\$ 200.00	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,500.00	\$ -	\$ 1,500.00	
Office	\$ 800.00	\$ -	\$ 800.00	
6. Travel	\$ 500.00	\$ -	\$ 500.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 100.00	\$ -	\$ 100.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 575.00	\$ -	\$ 575.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 8,000.00	\$ -	\$ 8,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Disposal Services	\$ 780.00	\$ -	\$ 780.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 67,530.00	\$ 6,070.00	\$ 73,600.00	

Indirect As A Percent of Direct

9.0%

Exhibit B-1 - Budget

Contractor Initials: DL

Date: 6/1/14

Exhibit B-1 (SFY 2015) Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: City of Nashua, Div. of Public Health and Community Services

Budget Request for: TB Services

(Name of service)

Budget Period: SFY 2016

Line Item	Proposed Budget	Original Budget	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 18,600.00	\$ 2,850.00	\$ 21,450.00	Based on actual costs
2. Employee Benefits	\$ 10,000.00	-	\$ 10,000.00	
3. Consultants	-	-	-	
4. Equipment:	-	-	-	
Rental	-	-	-	
Repair and Maintenance	-	-	-	
Purchase/Depreciation	-	-	-	
5. Supplies:	-	-	-	
Educational	\$ 800.00	-	\$ 800.00	
Lab	-	-	-	
Pharmacy	-	-	-	
Medical	\$ 1,000.00	-	\$ 1,000.00	
Office	\$ 200.00	-	\$ 200.00	
6. Travel	\$ 1,000.00	-	\$ 1,000.00	
7. Occupancy	-	-	-	
8. Current Expenses	-	-	-	
Telephone	-	-	-	
Postage	\$ 50.00	-	\$ 50.00	
Subscriptions	-	-	-	
Audit and Legal	-	-	-	
Insurance	-	-	-	
Board Expenses	-	-	-	
9. Software	-	-	-	
10. Marketing/Communications	\$ 500.00	-	\$ 500.00	
11. Staff Education and Training	-	-	-	
12. Subcontracts/Agreements	-	-	-	
13. Other (specific details mandatory):	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
TOTAL	\$ 32,150.00	\$ 2,850.00	\$ 35,000.00	

Indirect As A Percent of Direct

8.9%

Exhibit B-1 - Budget

Contractor Initials: DC

Date: 6/1/14



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 fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
 - 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.

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6/1/14



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. **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

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6/1/14



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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

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

4. Insurance

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

14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence, and .

DL

Date 6/1/14



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

DL
6/1/14



- 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.

6/1/14
Date

Contractor Name:
City of Nashua, Div of Public Hlth & Community Svcs


Name: Donnalee Lozeau
Title: Mayor

Contractor Initials 
Date 6/1/14



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):

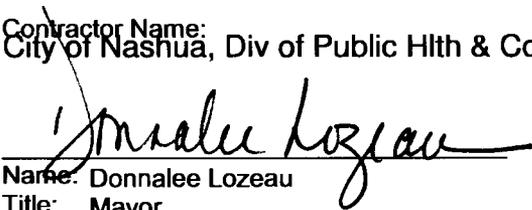
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

June 1-2014
Date

Contractor Name:
City of Nashua, Div of Public Hlth & Community Svcs

Name: Donnalee Lozeau
Title: Mayor

Contractor Initials DL
Date 6/1/14



**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 (I)(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.

6/1/14
Date

Contractor Name:
City of Nashua, Div of Public Hlth & Community Svcs

Donnalee Lozeau
Name: Donnalee Lozeau
Title: Mayor



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

June 1 - 2014
Date

Contractor Name:
City of Nashua, Div of Public Hlth & Community Svcs

Donnalee Lozeau
Name: Donnalee Lozeau
Title: Mayor



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.

June 1- 2014
Date

Contractor Name:
City of Nashua, Div of Public Hlth & Community Svcs

Donnalee Lozeau
Name: Donnalee Lozeau
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.

[Handwritten Signature]

6/1/14



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.

(3) 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

DC
6/1/14



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

DL

6/1/14



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

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6/1/14



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.

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6/1/14



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 Svcs
The State

Brook Dupee
Signature of Authorized Representative

Brook Dupee
Name of Authorized Representative

Bureau Chief
Title of Authorized Representative

6/10/14
Date

City of Nashua, Div of Public Hlth & Community Svcs
Name of the Contractor

Donnalee Lozeau
Signature of Authorized Representative

Donnalee Lozeau
Name of Authorized Representative

Mayor
Title of Authorized Representative

June 1 - 2014
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:
City of Nashua, Div of Public Hlth & Community Svcs

June 1 - 2014
Date

Donnalee Lozeau
Name: Donnalee Lozeau
Title: Mayor

Contractor Initials DL
Date 6/1/14



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: 958298218
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: _____

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6/1/14



City of Nashua

Office of the City Clerk

Paul R. Bergeron
City Clerk

Patricia Piecuch
Deputy City Clerk

229 Main Street
P.O. Box 2019
Nashua, NH 03061-2019

(603) 589-3010
Fax (603) 589-3029
E-Mail: cityclerkdept@NashuaNH.gov

CERTIFICATE OF VOTE AND AUTHORITY

I, Paul R. Bergeron, City Clerk of the City of Nashua, County of Hillsborough, State of New Hampshire, do hereby certify that:

1. I maintain and have custody of and am familiar with the seal and minute books of the municipality;
2. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
3. The following is a true and complete copy of City Charter Sec. 45 which empowers the Mayor of the City to “supervise the administrative affairs of the city and...carry out the policies enacted by the board of aldermen”:

§ 45. [Mayor, general duties; administrative assistant, compensation]

The mayor shall be the chief administrative officer and the head of the administrative branch of the city government. He shall supervise the administrative affairs of the city and shall carry out the policies enacted by the board of aldermen. He shall enforce the ordinances of the city, this charter, and all general laws applicable to the city. He shall keep the board of aldermen informed of the condition and needs of the city and shall make such reports and recommendations as he may deem advisable, and perform such other duties as may be prescribed by this charter or required of him by ordinance or resolution of the board of aldermen, not inconsistent with this charter. He shall have and perform such other powers and duties not inconsistent with the provisions of this charter as now are or hereafter may be conferred or imposed upon him by municipal ordinance or upon mayors of cities by general law. The mayor shall nominate and the aldermen confirm an administrative assistant to the mayor who shall serve for an indefinite term and perform such duties and functions’ as the mayor shall designate. Said administrative assistant shall be chosen for his executive and administrative qualifications and need not be a resident of this state. He shall receive such compensation as may be set by ordinance.

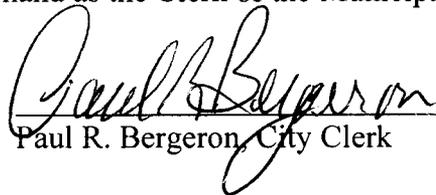
4. The following is a true and complete copy of City Charter Sec. 51, which designates the Mayor as the individual charged with administrating the City’s purchasing and contract system:

§ 51. [Centralized purchasing and contract system]

The administrative code shall establish a centralized purchasing and contract system, including the combination of purchasing of similar articles for different departments, and purchasing by competitive bids whenever practical. The mayor shall be charged with the administration of the system so established.

5. Attached is a true and complete copy of Resolution 14-25, "Relative to the Acceptance and Appropriation of \$147,200 From the New Hampshire Department of Health & Human Services Into Public Health & Community Services Grant Activities 'FY15 and FY16 STD & HIV Disease Control,'" adopted by the Board of Aldermen of the municipality at a meeting of that Board on May 27, 2014, which was held in accordance with the law of the State of New Hampshire and the City Charter.
6. The attached is a true abstract from minutes of a meeting of the Board of Aldermen of the City of Nashua, NH, held on May 27, 2014, which was duly called at which a quorum was present, and at which such action was taken relative to R-14-25.
7. That the foregoing Resolution R-14-25 is in full force and effect, unamended, as of the date hereof; and
8. The following person lawfully occupies the office indicated below:
Donnalee Lozeau, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the Municipality this thirteenth day of June 2014.


Paul R. Bergeron, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On June 13, 2014, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk of the Municipality identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.


Notary Public/Justice of the Peace
PATRICIA D. PIECUCH
State of New Hampshire
Notary Public / Justice of the Peace
My Commission Expires June 19, 2018



RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$147,200 FROM THE
NEW HAMPSHIRE DEPARTMENT OF HEALTH & HUMAN SERVICES INTO
PUBLIC HEALTH & COMMUNITY SERVICES GRANT ACTIVITIES "FY15 AND
FY16 STD & HIV DISEASE CONTROL"

CITY OF NASHUA

In the Year Two Thousand and Fourteen

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Public Health and Community Services are authorized to accept and appropriate \$147,200 from the State of New Hampshire Health & Human Services Department into Public Health and Community Services Grant Activities "FY15 and FY16 STD & HIV Disease Control" for the purpose of providing STD and HIV counseling and testing. This funding shall be in effect from July 1, 2014 through June 30, 2016.

RESOLUTION R-14-025

Relative to the acceptance and appropriation of \$147,200 from the New Hampshire Department of Health & Human Services into Public Health & Community Services Grant Activities "FY15 and FY16 STD & HIV Disease Control"

IN THE BOARD OF ALDERMEN

1ST READING MAY 13, 2014

Referred to:
HUMAN AFFAIRS COMMITTEE

2nd Reading MAY 27, 2014

3rd Reading _____

4th Reading _____

Other Action _____

Passed MAY 27, 2014

Indefinitely Postponed _____

Defeated _____

Attest: [Signature]
City Clerk

[Signature]
President

Approved [Signature]
Mayor's Signature

June 1-2014
Date

Endorsed by
[Signature] MAYOR
[Signature] WILSHIRE
[Signature] SHEEHAN
MELIZZI-
GOLJA
[Signature] CARON
DOWD
BROWN

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____
City Clerk

President

A regular meeting of the Board of Aldermen was held Tuesday, May 27, 2014, at 7:30 p.m. in the Aldermanic Chamber.

President David W. Deane presided; City Clerk Paul R. Bergeron recorded.

Accepted/Placed on File

6/10/14

Prayer was offered by City Clerk Paul R. Bergeron; Alderwoman Melizzi-Golja led in the Pledge to the Flag.

The roll call was taken with 15 members of the Board of Aldermen present.

Her Honor Mayor Donnalee Lozeau and Deputy Corporation Counsel Dorothy Clarke were also in attendance.

President Deane

The Mayor would like to forego her remarks for the current time and go to the Recognition Period. Does anyone have any objections to going out of order? Okay then we'll go to Recognition Period. Thank you.

RECOGNITION PERIOD

R-14-035

Endorsers: Mayor Donnalee Lozeau
Board of Aldermen

RECOGNIZING AND CONGRATULATING THE ELM STREET MIDDLE SCHOOL CHEER TEAM FOR THEIR SUCCESSFUL SEASON AND INVITATION TO PERFORM AT HALF-TIME AT THE 2015 NFL PRO BOWL IN HAWAII

Given its first reading;

MOTION BY ALDERWOMAN BROWN THAT THE RULES BE SO FAR SUSPENDED AS TO ALLOW FOR THE SECOND READING OF R-14-035 MOTION CARRIED

Resolution R-14-035 given its second reading;

MOTION BY ALDERWOMAN BROWN TO AMEND R-14-035 BY REPLACING THE LOCATION OF THE 2015 NFL PRO BOWL TO ARIZONA MOTION CARRIED

MOTION BY ALDERWOMAN BROWN FOR FINAL PASSAGE OF R-14-035 AS AMENDED MOTION CARRIED

Resolution R-14-035 declared duly adopted.

REMARKS BY THE MAYOR

Thank you, Mr. President. This evening I would speak about just a couple of items on the agenda and one that's not, well actually, only one items that's on the agenda but I'm going to begin tonight with talking to you a little bit about the Jackson Falls Dam. I am aware that Alderman Sheehan has provided a memo talking about reconsideration this evening for this project. I was going to ask you tonight to consider moving reconsideration because I think it's really an important thing to do. I am hopeful some of you have heard from members of the business community as I have about their concerns about how this played out. And by that I mean, there is a length of time that happened between when we found out there was a problem and when we decided that we were going to pitch in to help and when the legislation actually came in to make that happen. On your desks this evening I put two documents. One looks like this and one looks like that and they are together and the reason I did that was because I want to make sure that we're all working from the same information. So, there's been a lot of conversation about how many city dollars went into this project and I think it's important that we all understand the city dollars that have gone into this project. So, you will see in the first category a list of all the federal funds that the city has received that were given to this project, most of them through legislation. You will also notice that all

a blog on the Telegraph. I believe it was your son, Mayor, that went after me that night. I think this is 100% correct. I think the Finance Committee should come in and look at anything over \$10,000 and if it needs to be reviewed again, absolutely. There's no reason why this Board, that represents us, the people, should have another look at anything. If there's any questions ever, I would suggest that the Board votes on this, this is an excellent piece of legislation and I'm 100% for it.

PETITIONS – None

NOMINATIONS, APPOINTMENTS AND ELECTIONS – None

REPORTS OF COMMITTEE

Budget Review Committee 05/19/14

There being no objection, President Deane declared the report of the May 19, 2014 Budget Review Committee accepted and placed on file.

Finance Committee 05/21/14

There being no objection, President Deane declared the report of the May 21, 2014 Finance Committee accepted and placed on file.

Human Affairs Committee 05/20/14

There being no objection, President Deane declared the report of the May 20, 2014 Human Affairs Committee accepted and placed on file.

Committee on Infrastructure 05/14/14

There being no objection, President Deane declared the report of the May 14, 2014 Committee on Infrastructure accepted and placed on file.

Planning & Economic Development Committee 05/06/14

There being no objection, President Deane declared the report of the May 6, 2014 Planning & Economic Development Committee accepted and placed on file.

WRITTEN REPORTS FROM LIAISONS – None

CONFIRMATION OF MAYOR'S APPOINTMENTS - None

UNFINISHED BUSINESS – RESOLUTIONS

R-14-025

- Endorsers: Mayor Donnalee Lozeau
- Alderman-at-Large Lori Wilshire
- Alderman-at-Large Diane Sheehan
- Alderwoman Mary Ann Melizzi-Golja
- Alderman June M. Caron
- Alderman Richard A. Dowd
- Alderwoman Pamela T. Brown

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$147,200 FROM THE NEW HAMPSHIRE DEPARTMENT OF HEALTH & HUMAN SERVICES INTO PUBLIC HEALTH & COMMUNITY SERVICES GRANT ACTIVITIES "FY15 AND FY16 STD & HIV DISEASE CONTROL"

Given it second reading;

**MOTION BY ALDERMAN WILSHIRE FOR FINAL PASSAGE OF R-14-025
MOTION CARRIED**

Resolution R-14-025 declared duly adopted.

R-14-026

Endorsers: Mayor Donnalee Lozeau
Alderman-at-Large Lori Wilshire
Alderman-at-Large Diane Sheehan
Alderwoman Mary Ann Melizzi-Golja
Alderman June M. Caron
Alderman Richard A. Dowd

**RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$120,000 FROM
THE NEW HAMPSHIRE DEPARTMENT OF HEALTH & HUMAN SERVICES INTO
PUBLIC HEALTH & COMMUNITY SERVICES GRANT ACTIVITIES "FY15 AND
FY16 IMMUNIZATION PROGRAM OF GREATER NASHUA"**

Given it second reading;

**MOTION BY ALDERMAN SHEEHAN FOR FINAL PASSAGE OF R-14-026
MOTION CARRIED**

Resolution R-14-026 declared duly adopted.**R-14-027**

Endorsers: Mayor Donnalee Lozeau
Alderman-at-Large Lori Wilshire
Alderman-at-Large Diane Sheehan
Alderwoman Mary Ann Melizzi-Golja
Alderwoman Pamela T. Brown
Alderman June M. Caron
Alderman Richard A. Dowd
Alderman-at-Large David W. Deane

**RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$70,000 FROM
THE NEW HAMPSHIRE DEPARTMENT OF HEALTH & HUMAN SERVICES INTO
PUBLIC HEALTH & COMMUNITY SERVICES GRANT ACTIVITIES "FY15 AND
FY16 TUBERCULOSIS PROGRAM OF GREATER NASHUA"**

Given it second reading;

**MOTION BY ALDERWOMAN MELIZZI-GOLJA FOR FINAL PASSAGE OF R-14-027
MOTION CARRIED**

Resolution R-14-027 declared duly adopted.

R-14-030

Endorsers: Alderman-at-Large David W. Deane
Alderman David Schoneman
Alderman Richard A. Dowd
Alderman-at-Large Brian S. McCarthy

**AUTHORIZING THE MAYOR TO ENTER INTO A SUCCESSOR "CONCESSION
AGREEMENT" WITH NASHUA COLLEGIATE BASEBALL, INC. OF THE FUTURES
COLLEGIATE BASEBALL LEAGUE**

Given it second reading;

President Deane

Before we move on this, the Public Work's Commission gave us a favorable recommendation on May 20, 2014.

President Deane

I had asked Alderman McCarthy about the fence over there and the wetlands. I don't know if he talked to you about that and the lady that had called.

Alderman Chasse

Two weeks from tonight, June 10, 7:00 p.m. prior to the full Board, Personnel/Administrative Affairs Committee.

Alderman Moriarty

Tuesday, June 3, PEDC. Wednesday, June 4, Finance.

President Deane

Budget Review Thursday night.

ADJOURNMENT

**MOTION BY ALDERMAN WILSHIRE THAT THE MAY 27, 2014 MEETING OF THE BOARD OF ALDERMEN BE ADJOURNED
MOTION CARRIED**

The meeting was declared adjourned at 9:35 p.m.

Attest: Paul R. Bergeron, City Clerk

Client#: 246984

NASHUACITY

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/08/2013

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

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

PRODUCER: HUB International New England, 299 Ballardvale St, Wilmington, MA 01887, 978 657-5100. CONTACT NAME, PHONE (A/C, No, Ext): 978 657-5100, FAX (A/C, No): 978-888-0038. INSURER(S) AFFORDING COVERAGE: INSURER A: American Alternative Ins Corp, NAIC #: 19720; INSURER B: MidWest Employers; INSURER C: ; INSURER D: ; INSURER E: ; INSURER F: . INSURED: City of Nashua, 229 Main St, PO Box 2019, Nashua, NH 03061.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability (Policy N1A2RL0000050), Automobile Liability, Umbrella Liab, and Workers Compensation (Policy EWC005001).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: Grant - Tuberculosis Prevention and Control Services - Greater Nashua Area Agreement FY-14

CERTIFICATE HOLDER: The Director/ Division of Public Health Services, NH DHHS, 29 Hazen Drive, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Michael A. Chapman

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CITY OF NASHUA, NEW HAMPSHIRE

Independent Auditors' Reports Pursuant
to Governmental Auditing Standards
and The Single Audit Act Amendments of 1996

For the Year Ended June 30, 2013

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MELANSON HEATH & COMPANY, PC

CERTIFIED PUBLIC ACCOUNTANTS
MANAGEMENT ADVISORS

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

Independent Auditors' Report

To the Mayor and Board of Aldermen
City of Nashua, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Nashua, New Hampshire, as of and for the year ended, (except for Pennichuck Corporation which is as of and for the year ended December 31, 2012) and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 27, 2013.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination

of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, non-compliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Melanson, Heath + Company P.C.

Nashua, New Hampshire
December 27, 2013



MELANSON HEATH & COMPANY, PC

CERTIFIED PUBLIC ACCOUNTANTS
MANAGEMENT ADVISORS

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY OMB
CIRCULAR A-133

Independent Auditors' Report

To the Mayor and Board of Aldermen
City of Nashua, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited the City of Nashua, New Hampshire's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2013. The City's major federal programs are identified in the summary of Auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the

City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Basis for Qualified Opinion on Home Investment Partnerships

As described in Finding 2013-001 in the accompanying schedule of findings and questioned costs, the City did not comply with requirements regarding the following:

Finding #	CFDA #	Program (or Cluster) Name	Compliance Requirement
2013-001	14.239	Home Investment Partnerships	Special Tests and Provisions

Compliance with such requirements is necessary, in our opinion, for the City to comply with the requirements applicable to that program.

Qualified Opinion on Home Investment Partnerships

In our opinion, except for the noncompliance described in the Basis for Qualified Opinion paragraph, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the Home Investment Partnerships for the year ended June 30, 2013.

Unmodified Opinion on Each of the Other Major Federal Programs

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its other major federal programs identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs for the year ended June 30, 2013.

Other Matters

The City's response to the noncompliance findings identified in our audit is described in the accompanying Schedule of Findings and Questioned Costs. The City's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, as discussed below, we identified a certain deficiency in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as item 2013-002 that we consider to be a significant deficiency.

City's Response

The City's response to the internal control over compliance findings identified in our audit are described in the accompanying schedule of findings and questioned. The City's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2013, (except for Pennichuck Corporation which is as of and for the year ended December 31, 2012), and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated December 27, 2013, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Melanson, Heath + Company P.C.

Nashua, New Hampshire
March 26, 2014

CITY OF NASHUA, NEW HAMPSHIRE
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2013

Federal Grantor/ Pass-Through Grantor/ <u>Program Name</u>	<u>Federal Catalog Number</u>	<u>Federal Expenditures</u>
U.S. DEPARTMENT OF AGRICULTURE		
Passed Through the New Hampshire Department of Education National School Lunch Program	10.555	\$ 2,849,423
Total U.S. Department of Agriculture		2,849,423
U.S. DEPARTMENT OF EDUCATION		
Passed Through the New Hampshire Department of Education		
Adult Education College Transition, Alternative Education, HS Diploma, Dropout	84.002	128,691
Title I Grants to Local Education Agencies	84.010	3,613,861
Special Education - Grants to States	84.027	3,087,757
Special Education - Focused Monitoring	84.027	9,881
Career and Technical Education - Basic Grants to States	84.048	303,930
Special Education - Preschool Grants	84.173	79,410
Title IV Safe and Drug Free Schools	84.186	18,167
Twenty-First Century Community Learning Centers	84.287	629,629
Title III Enhancing English Language Learning	84.365	128,888
Improving Teacher Quality State Grants	84.367	713,265
Education Jobs Grant	84.410	50,403
Direct Grants		
Fund for the Improvement of Education	84.215	381,062
Total U.S. Department of Education		9,144,944
U.S. DEPARTMENT OF COMMERCE		
Direct Grants		
Economic Adjustment Assistance	11.307	567,476
Total U.S. Department of Commerce		567,476
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		
Passed Through the New Hampshire Community Development Finance Authority Neighborhood Stabilization Program	14.228	59,187
Direct Grants		
Community Development Block Grants/Entitlement Grants	14.218	473,349
Home Investment Partnerships Program	14.239	1,205,949
Housing Opportunities for Persons with AIDS	14.241	378,332
Community Development Block Grants/Brownfields Economic Development Initiative	14.246	108,945
Community Development Block Grant ARRA Entitlement Grants	14.253	904
Lead-Based Paint Hazard Control in Privately Owned Housing	14.907	705,678
Total U.S. Department of Housing and Urban Development		2,932,344
U.S. DEPARTMENT OF JUSTICE		
Passed Through the State Attorney General's Office		
Violence Against Women Formula Grant	16.588	62,503
Bulletproof Vest Partnership Program	16.607	15,607
Direct Grants		
Supervised Visitation and Safe Exchange Grant Program	16.527	15,545
Edward Byrne Memorial Justice Assistance Grant Program	16.738	58,506
Federal Forfeiture Funds	16.922	269,050
Total U.S. Department of Justice		421,211

(continued)

(continued)

Federal Grantor/ Pass-Through Grantor/ <u>Program Name</u>	Federal Catalog <u>Number</u>	Federal <u>Expenditures</u>
U.S. DEPARTMENT OF TRANSPORTATION		
Passed Through the State Department of Transportation Congestion Mitigation and Air Quality Improvement Program	20.205	2,323,668
Passed through State Department of BPW Public Transportation Research	20.514	55,437
Passed Through the State Department of Safety State and Community Highway Safety	20.600	27,464
Alcohol Impaired Driving Countermeasures Incentive Grants I	20.601	6,591
Direct Grants		
Federal Transit - Capital Investment Grants	20.500	132,797
Federal Transit Formula Grants	20.507	<u>1,353,528</u>
Total U.S. Department of Transportation		3,899,485
ENVIRONMENTAL PROTECTION AGENCY		
Passed Through the State Department of Environmental Services Diesel Emissions Reduction Act - NH Clean Diesel Program	66.039	1,375
Direct Grants		
Brownfields Assessment and Cleanup Cooperative Agreements	66.818	<u>508,621</u>
Total Environmental Protection Agency		509,996
U.S. DEPARTMENT OF HOMELAND SECURITY		
Passed Through the State Department of Homeland Security		
Interoperable Communications Grant	97.001	1,450
Disaster Grants - Public Assistance	97.036	67,698
Homeland Security Grant Program	97.042	4,357
Homeland Security Grant Program	97.044	19,062
Homeland Security Grant Program	97.067	281,476
Homeland Security Grant Program	97.073	<u>46,161</u>
Total U.S. Department of Homeland Security		420,204
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES		
Passed Through the State Department of Health and Human Services		
Special Programs for the Aging - Grants for Supportive Health Promotion Services	93.044	59,110
Public Health Emergency Preparedness	93.069	216,667
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116	34,224
Immunization Grants	93.268	61,867
HIV Prevention Activities - Health Department Based	93.940	25,429
Preventive Health and Health Services Block Grant	93.991	50,079
Maternal and Child Health Services Block Grant to the States	93.994	<u>14,447</u>
Total U.S. Department of Health and Human Services		461,823
AMERICAN RECOVERY AND REINVESTMENT ACT		
Recovery Act - Edward Byrne Memorial Justice Assistance Grant	16.804	59,322
Energy Efficiency and Conservation Block Grant Program	81.128	207,611
CSSR - Secondary School Redesign	84.388	<u>30,580</u>
Total American Recovery and Reinvestment Act		<u>297,513</u>
Total Federal Expenditures		<u>\$ 21,504,419</u>

This schedule was prepared on the modified accrual basis of accounting.
See Independent Auditors' Report on Schedule of Expenditures of Federal Awards.
State identifying numbers were not available for the pass-through grants listed above.

CITY OF NASHUA, NEW HAMPSHIRE
 Schedule of Findings and Questioned Costs
 For the Year Ended June 30, 2013

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued: Unmodified

Internal control over financial reporting:

- Material weaknesses identified? ___ yes no
- Significant deficiencies identified? ___ yes none reported

Noncompliance material to financial statements noted? ___ yes no

Federal Awards

Internal control over major programs:

- Material weaknesses identified? ___ yes no
- Significant deficiencies identified? yes ___ none reported

Type of auditors' report issued on compliance for major programs:

10.555	National School Lunch Program	Unmodified
14.239	HOME Investment Partnerships Program	Qualified
14.907	Lead-Based paint Hazard Control	Unmodified
20.205	Congestion Mitigation and Air Quality Improvement Program	Unmodified
20.500/20.507	Federal Transit Cluster	Unmodified
84.010	Title I Cluster	Unmodified
84.027/84.173	Special Education Cluster	Unmodified
84.367	Improving Teacher Quality	Unmodified

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133? yes ___ no

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
10.555	National School Lunch Program
14.239	HOME Investment Partnerships Program
14.907	Lead-Based Paint Hazard Control
20.205	Congestion Mitigation and Air Quality Improvement Program
20.500/20.507	Federal Transit Cluster
84.010	Title I Cluster
84.027/84.173	Special Education Cluster
84.367	Improving Teacher Quality

Dollar threshold used to distinguish
between type A and type B programs:

\$645,133

Auditee qualified as low-risk auditee?

yes no

SECTION II - FINANCIAL STATEMENT FINDINGS

None.

SECTION III - FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

<u>Finding #</u>	<u>Program</u>	<u>Finding/Noncompliance</u>	<u>Questioned Cost</u>
2013-001	Home Investment Partnerships Program 14.239	<p><u>Perform On-site Inspections (Noncompliance)</u></p> <p><u>Criteria:</u> 24 CFR, Sections 92.251, 92.504(b) requires participating jurisdiction to perform on-site inspections to determine compliance with property standards and verify the information submitted by the owners.</p> <p><u>Condition:</u> The City has not performed on-site inspections since June 2009.</p> <p><u>Effect:</u> The City did not fully comply with HOME program requirements. No questioned costs are reported, as this noncompliance is an administrative issue.</p> <p><u>Recommendation:</u> We recommend that the City perform on-site inspections as required by program regulations.</p> <p><u>Corrective Action Plan:</u> The City, through the Urban Programs Department, conducted monitoring as required in August 2013. Desk monitoring was completed as phase one, allowing the Department to assess overall compliance and risk analysis. Site inspections are planned as phase two and will be conducted in partnership with the Building Safety Department. All of the required site inspections will be completed by June 30, 2014.</p>	None

<u>Finding #</u>	<u>Program</u>	<u>Finding/Noncompliance</u>	<u>Questioned Cost</u>
2013-002	Home Investment Partnerships Program 14.239	<p><u>Improve Monitoring Controls (Significant Deficiency)</u></p> <p><u>Criteria:</u> The A-102 Common Rule and OMB Circular A-110 require that non-Federal entities receiving Federal awards establish and maintain internal control designed to reasonably ensure compliance with federal laws, regulations, and program compliance requirements.</p> <p><u>Condition:</u> During our testing of internal controls, we noted that the City did not have monitoring controls in place to provide reasonable assurance that property inspections are performed.</p> <p><u>Effect:</u> The lack of monitoring controls resulted in property inspections not being performed as noted in finding 2013-001.</p> <p><u>Recommendation:</u> We recommend the City develop and implement procedures to regularly perform and document property inspections as required by Program regulations.</p> <p><u>Corrective Action Plan:</u> The City, through the Urban Programs Department, conducted monitoring as required in August 2013. Desk monitoring was completed as phase one, allowing the Department to assess overall compliance and risk analysis. Site inspections are planned as phase two and will be conducted in partnership with the Building Safety Department. All of the required site inspections will be completed by June 30, 2014.</p>	None

SECTION IV - SCHEDULE OF PRIOR YEAR FINDINGS

<u>Finding #</u>	<u>Program</u>	<u>Finding/Noncompliance</u>
12-1	CDBG Cluster 14.218/ 14/253	<u>Comply with Reporting Requirements</u> This issue was resolved.
12-2	Special Education Cluster 84.027/ 84.173/ 84.391/ 84.392 Improving Teacher Quality 84.367	<u>Maintain Employee Time and Effort Records</u> This issue was resolved.



City of Nashua

Division of Public Health & Community Services
18 Mulberry Street, Nashua, NH 03060

Mission and Vision

As part of the strategic planning process, a new mission and vision were written.

The vision of the City of Nashua Division of Public Health and Community Services is to have
“an informed, safe, healthy and resilient community where all people can thrive and prosper.”

The mission of the City of Nashua Division of Public Health and Community Services is
“to promote, protect and preserve the health and well-being of the Greater Nashua Region through leadership and community collaboration.”

**City of Nashua New Hampshire
2014 Board of Aldermen**

Aldermen-At-Large

<u>David W. Deane, President</u>	603-882-9617	<u>DeaneD@nashuanh.gov</u>
<u>Brian S. McCarthy, Vice President</u>	603-880-1606	<u>McCarthyB@nashuanh.gov</u>
<u>Jim Donchess</u>	603-886-9577	<u>DonchessJ@nashuanh.gov</u>
<u>Lori Wilshire</u>	603-864-8104	<u>WilshireL@nashuanh.gov</u>
<u>Diane Sheehan</u>	603-759-7173	<u>SheehanD@nashuanh.gov</u>
<u>Daniel T. Moriarty</u>	603-891-1020	<u>MoriartyD@nashuanh.gov</u>

Ward Aldermen

Alderman - Ward 1	<u>Sean M. McGuinness</u>	603-880-0826	<u>McGuinnessS@nashuanh.gov</u>
Alderman - Ward 2	<u>Richard A. Dowd</u>	603-598-3528	<u>DowdR@nashuanh.gov</u>
Alderman - Ward 3	<u>David Schoneman</u>	603-809-5204	<u>SchonemanD@nashuanh.gov</u>
Alderwoman - Ward 4	<u>Pamela T. Brown</u>	603-930-6999	<u>BrownP@nashuanh.gov</u>
Alderman - Ward 5	<u>Michael Soucy</u>	603-765-7973	<u>SoucyM@nashuanh.gov</u>
Alderman - Ward 6	<u>Paul M. Chasse, Jr.</u>	603-889-6331	<u>ChasseP@Nashuanh.gov</u>
Alderman - Ward 7	<u>June M. Caron</u>	603-883-6717	<u>junecaronward7@yahoo.com</u>
Alderwoman - Ward 8	<u>Mary Ann Melizzi-Golja</u>	603-888-9765	<u>MelizziGoljaM@nashuanh.gov</u>
Alderman - Ward 9	<u>Ken Siegel</u>	603-891-0801	<u>SiegelK@nashuanh.gov</u>

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: City of Nashua, Div. Of Public Health and Community Services

Name of Bureau/Section: Tuberculosis

[REDACTED]				PAID FROM THIS CONTRACT
Theresa Calope	Public Health Nurse	\$54,471	25.09%	\$13,667
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$13,667

[REDACTED]				
Theresa Calope	Public Health Nurse	\$56,082	25.13%	\$14,093
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$14,093

Name of Bureau/Section: Immunization

[REDACTED]				
Theresa Calope	Public Health Nurse	\$54,471	37.80%	\$20,590
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$20,590

[REDACTED]				
Theresa Calope	Public Health Nurse	\$56,082	37.75%	\$21,170
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$21,171

Name of Bureau/Section: HIV/STD-HCV

[REDACTED]				
Theresa Calope	Public Health Nurse	\$54,471	25.20%	\$13,726
Joyce Fitch	Nurse Practitioner	\$11,852	100.00%	\$11,852
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$25,578

[REDACTED]				
Theresa Calope	Public Health Nurse	\$56,082	25.20%	\$14,132
Joyce Fitch	Nurse Practitioner	\$11,700	100.00%	\$11,700
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$25,833

Theresa C. Calope-Yaklin, RN
c/o Nashua Community Health Department
18 Mulberry Street,
Nashua, NH 03060
Work : (603) 589-4515
Email : calopet@nashuanh.gov

EDUCATIONAL BACKGROUND

Bachelor of Science in Nursing	United Doctor's Medical Center & Colleges Quezon City, Philippines(1991-1995)
Secondary	New Era College Quezon City, Philippines (1987-1991)
Elementary	Payatas Academy

CURRENT POSITION: PUBLIC HEALTH NURSE
(TB Program Coordinator/ Immunization Program Back up Coordinator)
Nashua Public Health Department
City of Nashua
Nashua, NH
(March 22, 2010 – Present)

JOB DESCRIPTION:

- *Responsible for providing clinical services in the Immunization clinic, Lead and TB Program, outreach activities and emergency preparedness activities.
- *Investigates cases of reportable diseases and infections.
- *Administers child and adult vaccines during clinics, outreach and school/ community based flu clinic.
- *Work with other nurses to complete refugee's TB screening.
- *Accurately keeping track of the numbers of adults and children immunized and recording it in S-drive.
- *Conducts case management for TB cases and vaccine preventable communicable diseases.
- *Provides on-call health information.
- *Works in collaboration with Department of Health & Human services, healthcare professional and community service agencies to develop and implement programs to protect and promote the health of the community.
- *Provides health education for the public, professional and community groups.
- *Organizes conferences and meetings related to health promotion and disease prevention initiatives.
- *Work with the Immunization Program Coordinator in auditing Provider's practice with the VFC portion (questionnaire) of visit.
- *Audits and follow-up child care center immunization records assigned by the State of New Hampshire for any child out compliance.
- *Provides Directly Observed Therapy for Tuberculosis Treatment and Prevention.
- *Assist uninsured individual enrolled in state's TB Program.
- *Attends conferences/trainings, including those meetings/in-services called by grant managers, and represents the Division at local, regional and statewide meetings.
- *Maintaining client's confidentiality as per HIPPA policy.
- *Serve as a HUD Lead Grant Coordinator until Oct 31, 2010.
- *Currently acts as Lead Case Manager for Healthy Homes Program.
- *Currently acts as Back up Coordinator for Immunization Program.
- *Currently acts as TB Program Coordinator from October 2010 to present.

OTHER WORK EXPERIENCES

*Registered Nurse
Greenbriar Terrace Nursing Rehab (Sub- Acute Unit) Nashua, NH

February 2008 –March 2010 (Full Time)
March 2010 – July 2010 (Per Diem)

*Health Unit Coordinator/Licensed Nursing Assistant (Telemetry Unit)
Southern New Hampshire Medical Center - Nashua, NH
August 2005 – May 2008

CERTIFICATION:

- *New Hampshire - RN Licensed # 058756-21 – expiration: October 1, 2015.
- *BLS Certified – expiration: April 31, 2014.
- *Certified HIV Prevention Counselor.
- *Holder of a valid NH Driver's license # 10CET75012 – expiration: October 1, 2014.

JOYCE B. FITCH, APRN

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EDUCATION

Masters of Science in Nursing, June 1985 University of Lowell, Lowell, Massachusetts
Two year Family Nurse Practitioner Program

Bachelor of Science in Nursing, January 1970, Boston College, Chestnut Hill, Massachusetts.
Post Registered Nurse Baccalaureate Program. Tuition and expenses provided by full time
employment and HEW Public Health Traineeship.

Nursing Diploma, May 1967, St. Peter's School of Nursing, New Brunswick, New Jersey.
Three year diploma program.

United States Peace Corps, Bogota, Colombia, South America. Studied conversational
Spanish and Colombian culture

EXPERIENCE, COMMUNITY

**1985-2008 Hitchcock Clinic, Merrimack Family Practice Center, Merrimack, New
Hampshire**

Family Nurse Practitioner: Provided health care for children, adolescents and adults.
Large percent of practice in Women's Health
Attention Deficit Disorder evaluations.

1983-1985 Matthew Thornton Health Plan, Nashua, New Hampshire

Urgent Care: Duties included telephone triage, administering medications,
directing patient flow and administrative duties.

1978-1983 Merrimack Family Practice Center, Merrimack, New Hampshire

Office Nurse: Duties included telephone triage, patient education, administrating
medications, directing patient flow, and administrative tasks.

1974-1978 L.K. Rathi, M.D., Allergist, Nashua, New Hampshire

Office Nurse: Duties included allergy testing and treatment under direction of
the doctor, as well as administrative tasks.

(continued)

1973-1982 Public Health, State of New Hampshire/Nashua Health Department, Nashua, New Hampshire

Staff Nurse: In weekly VD Clinic, conducted patient interviews, assisted in examinations, administered treatments, and patient education.

1972-1973 Nashua Health Department, Nashua, New Hampshire

Staff Nurse: Case load included school nurse for two parochial schools, 100 families from Well Child Clinic, Infectious Disease investigation, assisting at various Health Department clinics, and the Spanish population.

1970-1971 Boston Visiting Nurse Association, Boston, Massachusetts

Staff nurse: Provided home care nursing, teaching and pre-natal follow up

EXPERIENCE, HOSPITAL

1971-1972 United States Peace Corps, San Raphael Hospital, Pasto, Narino, Colombia, South America

Head Nurse: Sole RN for 25 bed medical-surgical ward, supervised and taught staff in administration of nursing care.

1967-1970 Massachusetts General Hospital, Boston, Massachusetts

Staff and Charge Nurse: Performed staff and charge duties in an 18 bed ward. Experience in intensive care and female surgery.

VOLUNTEER ACTIVITIES

2005 – present Medical missions to Haiti with the Monadnock Bible Conference Center, Jaffrey, New Hampshire (2 week sessions each March)

1992 – present Camp nurse for seventh grade environmental camp, Merrimack, New Hampshire (3-4 partial-week sessions each May)

LICENSURE

APRN in New Hampshire

Certified as a Family Nurse Practitioner by the American Nurses Credentialing Center

Member of the **American Nurses Association, New Hampshire Nurses Association** and the **New Hampshire Nurse Practitioner Association.**

References will be provided upon request