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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF THE COMMISSIONER**  
**OFFICE OF EMERGENCY SERVICES**

Jeffrey A. Meyers  
 Commissioner

Leigh A. Cheney  
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-4688 1-800-852-3345 Ext. 4688  
 Fax: 603-271-3001 TDD Access: 1-800-735-2964

April 17, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Emergency Services, to exercise a **sole source** contract renewal with the City of Franklin (Vendor #177390-B002), Purchase Order #1034390,-B001, 316 Central Street, Franklin, NH 03235, by increasing the Price Limitation by \$70,000 from \$85,000 to an amount not to exceed \$155,000 to continue to provide planning, training, and equipment for the emergency Northern New England Metropolitan Medical Response System (MMRS) strike teams in New Hampshire to enhance the overall medical surge capability in response to a large-scale health event, to be effective July 1, 2017 through June 30, 2019. This agreement was originally approved by Governor and Council on May 27, 2015, Item #12, and subsequently amended on March 23, 2016, Item #13. 100% Other Funds (New Hampshire Department of Safety).

Funds are anticipated to be available in SFY 2018 and SFY 2019 in the following account, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-95-950010-7023 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMMISSIONER, OFFICE OF THE COMMISSIONER, HOMELAND SECURITY

Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2016	102-500731	Contracts for Prog Svc	95010101	50,000	0	50,000
SFY 2017	102-500731	Contracts for Prog Svc	95010101	35,000	0	35,000
SFY 2018	102-500731	Contracts for Prog Svc	95010101	0	35,000	35,000
SFY 2019	102-500731	Contracts for Prog Svc	95010101	0	35,000	35,000
			Total	\$85,000	\$70,000	\$155,000

**EXPLANATION**

This request is **sole source** because the recent grant award to New Hampshire from the US Department of Homeland Security specifically allocates these funds for support of activities of the federally-designated Northern New England Metropolitan Medical Response System Task Force-1. The US Department of Homeland Security awards these funds to the Municipal level to enhance local coordination. The City of Franklin has agreed to be the financial manager for the Northern New England Metropolitan Medical Response System Medical Task Force – 1 in New Hampshire.

Funds in this agreement will be used to recruit, train, and equip this advanced medical strike team. The New Hampshire Metropolitan Medical Response System Medical Task Force 1 (MTF-1) is a self-contained unit of volunteer doctors, nurses, pharmacists, paramedics, EMT's, mental health professionals, and non-medical personnel who are available to respond state wide with the primary mission of medical support to first responders at incidents. Missions may include medical support at hazardous material events, mass casualty incidents, weapons of mass destruction, public health events and assisting hospitals during a surge event. The task force is an Emergency Support Function-8 (ESF-8), resource under the direction of the New Hampshire Department of Health and Human Services. New Hampshire Metropolitan Medical Response System (MMRS) Medical Task Force -1 is also partnered with the Maine MMRS Task Force and able to provide mutual assistance if needed.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this Request, there will be diminished ability to quickly activate advanced medical strike teams in the event of large-scale threats to public health.

This contract contains a provision that allows the Department to extend this agreement for 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. The Department is exercising this option.

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

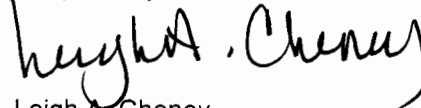
- Provide to the Emergency Management Unit, the roster of volunteers available to respond during an emergency deployment within 24 hours after notification of need, unless specific time frame is given;
- Process to resupply cache is started three days after demobilization;
- Document that all response equipment is checked, cleaned and/or replaced 96 hours after demobilization;
- 90% of training attendees will rate the monthly training sessions on medical and emergency response procedures, equipment operations and maintenance, and emergency management policies and procedures as "excellent" or "very good" in an evaluation survey.

Area served: Statewide.

Source of Funds: 100% Other Funds originally awarded to the New Hampshire Department of Safety as 100% Federal Funds from the U.S. Department of Homeland Security.

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

Respectfully submitted,



Leigh A. Cheney  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
MMRS NH Strike Team**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
MMRS NH Strike Team**

This 2<sup>nd</sup> Amendment to the Metropolitan Medical Response System (MMRS) New Hampshire Strike Team contract (hereinafter referred to as "Amendment Two") dated this 10<sup>th</sup> day of April, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and City of Franklin, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 316 Central Street, Franklin, NH 03235.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 27, 2015, Item #12, and subsequently amended on March 23, 2016, Item #13, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services, and

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

1. General Provisions, Form P-37, is hereby amended as follows:
  - a. Block 1.7, Completion Date shall read: June 30, 2019.
  - b. Block 1.8, Price Limitation shall increase by \$70,000 from \$85,000 to read: \$155,000.
  - c. Block 1.9, Contracting Officer for State Agency shall read: Jonathan V. Gallo, Esq, Interim Director, Bureau of Contracts and Procurement.
  - d. Block 1.10, State Agency Telephone Number shall read: 603-271-9246,
2. Delete Exhibit A in its entirety and replace with Exhibit A Amendment #1.
3. Delete Exhibit B in its entirety and replace with Exhibit B Amendment #1.
4. Add Exhibit B-1 Budget SFY 2018.
5. Add Exhibit B-1 Budget SFY 2019.

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



**New Hampshire Department of Health and Human Services  
MMRS NH Strike Team**

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

State of New Hampshire  
Department of Health and Human Services

4.19.17  
Date

Leigh A. Cheney  
Leigh A. Cheney  
Director

City of Franklin

4-14-17  
Date

Elizabeth Dragon  
Name: Elizabeth Dragon  
Title: City Manager

Acknowledgement:

State of New Hampshire County of Merrimack on 04-14-2017, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Deborah Ann Kulacz  
Signature of Notary Public or Justice of the Peace

Deborah Ann Kulacz, Notary Public  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 07-10-2018



**New Hampshire Department of Health and Human Services  
MMRS NH Strike Team**

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

OFFICE OF THE ATTORNEY GENERAL

5/2/17  
Date

*Thomas Bradley*  
Name: *Thomas Bradley*  
Title: *Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



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## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

### 2. Project Description

- 2.1. This agreement with the City of Franklin is authorized under the provisions of the Department of Homeland Security (DHS) Appropriations Act (P.L. 109-90) and the Homeland Security Grant Program (HSGP) guidance.
- 2.2. The Homeland Security Program (HSP) provides funds to enhance the capability of State and local units of Government to prevent, deter, respond to and recover from incidents of terrorism involving the use of chemical, biological, radiological, nuclear and explosive (CBRNE) weapons attacks, as well as all-hazards incidents.
- 2.3. The purpose of this Agreement is to identify the affiliation between the Department of Health and Human Services (DHHS) and the Municipality of Franklin, NH to support the New Hampshire Strike Team of the Metropolitan Medical Response System (MMRS), as arranged and approved by the State Administrative Agency for the HSGP, the Department of Safety (DOS), and in accordance with the DHS approved State Homeland Security Strategy, and acknowledgement that DHHS will provide funding for training and equipping the Strike Team.
- 2.4. The municipality of Franklin will provide oversight and administrative assistance to the New Hampshire Strike Team of the Metropolitan Medical Response System to enhance the overall medical surge capability in Franklin, NH and the surrounding area, or statewide as requested by NH DHHS, in response to a large-scale disaster.



### 3. Scope of Services

The Contractor shall:

- 3.1. Manage and oversee the New Hampshire Strike Team of the MMRS and act as fiscal agent and manage the grant funds, on behalf of MMRS;
- 3.2. Act as fiscal agent and manage the grant funds on behalf of the MMRS including:
  - 3.2.1. Documents all costs and other expenses incurred, including, but not limited to, ledgers, books, records, purchase requisitions, vouchers, requisitions for materials and other records required by the State;
  - 3.2.2. Ensures the receipt of all invoices and expenditures from MMRS Metropolitan medical response system team within 7 days of placing an order along with the proper funding codes on all invoices.
  - 3.2.3. Ensures that operating and equipment costs stay within the allotted FY budget amount;
- 3.3. Support the designated New Hampshire Strike Team of the Metropolitan Medical Response System (MMRS) Leadership as the designated points of contact for program implementation;
- 3.4. Integrate the City of Franklin's, and other statewide emergency management, health, and medical systems with their Federal and State counterparts through a locally-established multi-agency, collaborative planning framework;
- 3.5. Provide qualified staffing along with medical supplies and equipment to assist statewide response efforts for health and medical needs during emergency situations;
- 3.6. Utilize DHHS' Inventory Resource Management System (IRMS) for point-in-time inventory on medical goods and supplies;
- 3.7. Enter 100% of pharmaceutical and medical cache inventory into IRMS and keep inventory levels current;
- 3.8. Maintain and expand equipment and pharmaceutical caches, as necessary;
- 3.9. Reorder consumables supplies two months prior to expiration date;
- 3.10. Build and exercise joint response capabilities with State and local municipalities;
- 3.11. Conduct criminal record checks and validation of all license/certifications for all prospective volunteer members;
- 3.12. Conduct monthly training sessions to new MMRS and Medical Reserve Corp volunteers, and refresher trainings to existing volunteers on medical and emergency response processes and procedures, equipment operations and maintenance, and emergency management policies and procedures;



- 
- 3.13. Continue to collaborate with Emergency Support Function partners to promote memorandum of understanding for on-scene capabilities;
  - 3.14. Develop, in collaboration with DHHS/ESU, an evaluation survey to measure the knowledge and skill of training session attendees' ability to effectively respond to an emergency event;
  - 3.15. Attend appropriate After Action meetings with Regional, State and local municipalities to review exercise objectives and improvement plans;

#### **4. Reporting Requirements**

- 4.1. The Contractor shall submit quarterly programmatic reports by the 15<sup>th</sup> day of the next quarter, updating the DHHS on all activities.
- 4.2. The Contractor shall provide copies of fully executed subcontract agreements to the DHHS, prior to start of such contracts.
- 4.3. The Contractor shall submit annual programmatic reports updating the DHHS on all activities.

#### **5. Performance Measures**

- 5.1. The Contractor shall ensure that following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement, and provide the DHHS/Emergency Management Unit:
  - 5.1.1. The roster of volunteers available to respond during an emergency deployment within 24 hours after notification of need, unless specific time frame is given;
  - 5.1.2. The process to resupply cache is started three days after demobilization.
  - 5.1.3. Documentation that all response equipment is checked, cleaned and/or replaced 96 hours after demobilization.
  - 5.1.4. Proof that 90% of training attendees rate the monthly training sessions on medical and emergency response procedures, equipment operations and maintenance, and emergency management policies and procedures as "excellent" or "very good" in an evaluation survey.
- 5.2. Annually, the Contractor shall develop and submit to the DHHS/ESU, a corrective action plan for any performance measure that was not achieved.





## Exhibit B Amendment 1

### Method and Conditions Precedent to Payment

- 1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
  - 1.1. This contract is funded with 100% Other Funds originally awarded to the New Hampshire Department of Safety as 100% federal funds from the US Department of Homeland Security.
  - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
  - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
  - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the fifteenth working day of each quarter, which identifies and requests reimbursement for authorized expenses incurred in the prior months. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
  - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
  - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
  - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:  
Department of Health and Human Services  
Emergency Services Unit  
Operations Coordinator  
Brown Building  
129 Pleasant St  
Concord, NH 03301  
[Theresa.Hill@dhhs.nh.gov](mailto:Theresa.Hill@dhhs.nh.gov)
  - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
  - 2.7. Contractor ensures that no items are purchased that are not on the approved equipment list "AEL" provided by the State of New Hampshire Homeland security grants management program. Any items purchased without prior approval and/or that are not listed on the AEL will not be reimbursable.
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

EAD

4-14-17

## Exhibit B-1 Budget SFY 2018

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: City of Franklin

Budget Request for: MMRS NH Strike Team  
(Name of RFP)

Budget Period: SFY 2018

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ 1,350.00	\$ 1,350.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 13,660.50	\$ -	\$ 13,660.50	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 5,089.50	\$ -	\$ 5,089.50	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ 5,500.00	\$ -	\$ 5,500.00	
Medical	\$ 4,500.00	\$ -	\$ 4,500.00	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ 50.00	\$ 50.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ 350.00	\$ 350.00	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 3,500.00	\$ -	\$ 3,500.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (Logistics):	\$ 1,000.00	\$ -	\$ 1,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 33,250.00</b>	<b>\$ 1,750.00</b>	<b>\$ 35,000.00</b>	

Indirect As A Percent of Direct

5.3%

Exhibit B-1 Budget SFY 2018

Contractor Initials: SAD

Date: 3-28-17

## Exhibit B-1 Budget SFY 2019

### New Hampshire Department of Health and Human Services

**Bidder/Contractor Name:** City of Franklin

**Budget Request for:** MMRS NH Strike Team  
(Name of RFP)

**Budget Period:** SFY 2019

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ 1,380.00	\$ 1,380.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 13,630.50	\$ -	\$ 13,630.50	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 5,089.50	\$ -	\$ 5,089.50	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ 5,500.00	\$ -	\$ 5,500.00	
Medical	\$ 4,500.00	\$ -	\$ 4,500.00	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ 50.00	\$ 50.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ 350.00	\$ 350.00	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 3,500.00	\$ -	\$ 3,500.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 1,000.00	\$ -	\$ 1,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 33,220.00</b>	<b>\$ 1,780.00</b>	<b>\$ 35,000.00</b>	

**Indirect As A Percent of Direct**

5.4%

Exhibit B-1 Budget SFY 2019

Contractor Initials: EAD

**CERTIFICATE OF VOTE/AUTHORITY**

I, Marie Morang of the City of Franklin, New Hampshire, do hereby certify that:

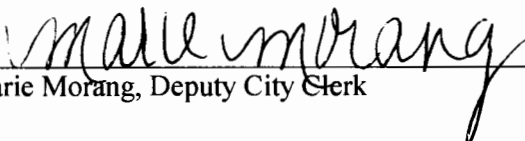
1. I am the duly appointed Deputy City Clerk of City of Franklin, New Hampshire;
2. By unanimous vote at the May 6, 2013 Council Meeting, the City of Franklin, New Hampshire authorized the City Manager to sign the MOU and Grant related documents between the New Hampshire Metropolitan Medical Response System ( NH MMRS), Lakes Region General Hospital, and the City of Franklin, New Hampshire, in minutes duly dated May 6, 2013;

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

RESOLVED: That the City Manager is hereby authorized on behalf of this corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. Elizabeth Dragon is the duly elected City Manager of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 14, 2017.

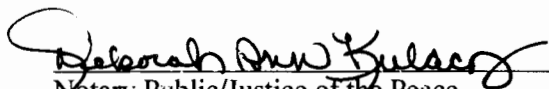
IN WITNESS WHEREOF, I have hereunto set my hand as the Deputy City Clerk of the City of Franklin, New Hampshire this 14th day of April, 2017.

  
\_\_\_\_\_  
Marie Morang, Deputy City Clerk

STATE OF NH

COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 14th day of April, 2017 by Marie Morang, Deputy City Clerk of the City of Franklin, New Hampshire.

  
\_\_\_\_\_  
Deborah Ann Bulson  
Notary Public/Justice of the Peace  
My Commission Expires: 07-10-2018



FRANKLI-02

MSNELL

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/6/2016

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

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


<b>PRODUCER</b> Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	<b>CONTACT NAME:</b> Mary Ellen Snell, CIC <b>PHONE (A/C, No, Ext):</b> (603) 715-9754 <b>FAX (A/C, No):</b> (603) 225-7935 <b>E-MAIL ADDRESS:</b> msnell@davistowle.com
<b>INSURED</b>  City of Franklin 316 Central St. Franklin, NH 03235	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Insurance <b>NAIC #</b> 19046 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR		ZLP31M3545315PA	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY	PRO-JECT	LOC			\$
OTHER						
AUTOMOBILE LIABILITY						
A	X ANY AUTO		H81107F133872IND15	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	X HIRED AUTOS	X NON-OWNED AUTOS				BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
X	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$ 4,000,000
A	EXCESS LIAB	CLAIMS-MADE	ZUP91M3658915PB	07/01/2016	07/01/2017	AGGREGATE \$ 4,000,000
	DED X RETENTION \$	10,000				\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A			PER STATUTE OTH-ER
	If yes describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Management Liability		ZLP31M3545315PA	07/01/2016	07/01/2017	1,000,000 2,000,000
A	Law Enforcement Liab		ZLP31M3545315PA	07/01/2016	07/01/2017	1,000,000 2,000,000

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

<b>CERTIFICATE HOLDER</b>  State of NH Health & Human Services 129 Pleasant St Concord, NH 03301	<b>CANCELLATION</b>  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 
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## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> City of Franklin 316 Central Street Franklin, NH 03235	<i>Member Number</i> 175	<i>Company Affording Coverage</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence
			General Aggregate
			Fire Damage (Any one fire)
			Med Exp (Any one person)
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> Statutory
			Each Accident      \$2,000,000
			Disease – Each Employee      \$2,000,000
			Disease – Policy Limit
<input type="checkbox"/> <b>Property (Special Risk Includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)
<b>Description:</b> Proof of Primex Member coverage only.			

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
NH Dept of Health & Human Services 129 Pleasant St Concord, NH 03301			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 4/14/2017    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



**CITY OF FRANKLIN, NEW HAMPSHIRE**  
**Fire Department**  
*"The Three Rivers City"*

59 West Bow Street • 03235

Tel : (603) 934-2205  
FAX: (603) 934-7408

*Kevin LaChapelle, Fire Chief*

*Robert F. Goodearl II, Deputy Chief*

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## **Franklin Fire Department Mission Statement**

“To preserve life and property while ensuring our members safety and providing the highest level of service to our customers.”

**CITY OF FRANKLIN  
YEAR 2017**

**Term of Office**

**Phone/Fax Numbers**

**Mayor**

Ken Merrifield  
412 Lake Shore Drive

January, 2018  
sworn in 1/7/08

934-6837 (Home)  
491-9084 (Cell)  
[kenmfield@metrocast.net](mailto:kenmfield@metrocast.net)

**Councilors, Ward I**

Heather Moquin  
118 Sterling Drive

January, 2020  
sworn in 1/3/17

(603) 455-2551 (Cell)  
[heather.moquin@gmail.com](mailto:heather.moquin@gmail.com)

George Dzujna  
158 Sterling Drive

January, 2018  
sworn in 1/3/12

934-7163 (Home)  
[Dzujna@metrocast.net](mailto:Dzujna@metrocast.net)

Tony Giunta  
3 Lake Shore Drive

January, 2019  
sworn in 7/8/13

934-0025 (Home)  
998-1118 (Cell)  
[tgiunta@nobiseng.com](mailto:tgiunta@nobiseng.com)

**Councilors, Ward II**

Vincent Ribas  
4 Washington Ave

January, 2020  
sworn in 1/3/17

934-5330 (Home)  
[vince\\_ribas@hotmail.com](mailto:vince_ribas@hotmail.com)

Robert Desrochers, Sr.  
25 Liberty Avenue  
P. O. Box 391

January, 2018  
sworn in 1/3/12

934-4604 (Home)  
581-4073 (Cell)  
[RODAJ@NetZero.net](mailto:RODAJ@NetZero.net)

Olivia Zink  
116 Woodridge Rd

January, 2019  
sworn in 1/2/16

934-4297 (Home)  
661-8621 (Cell)  
[olivia.zink@gmail.com](mailto:olivia.zink@gmail.com)  
[@zink\\_olivia](#) (Twitter)

**Councilors, Ward III**

Steve Barton  
429 New Hampton Road

January, 2020  
sworn in 1/6/14

934-7109 (Home)  
715-0088 (cell)  
[steven.barton@lracs.org](mailto:steven.barton@lracs.org)

James C. Wells  
99 Monroe Street

January, 2018  
sworn in 1/5/15

934-2652 (Home)  
470-9663 (cell)  
[jwellswoodworking@gmail.com](mailto:jwellswoodworking@gmail.com)

Scott Clarenbach  
229 Pleasant Street

January, 2019  
sworn in 1/4/10

934-2158 (Home)  
[getsrc@hotmail.com](mailto:getsrc@hotmail.com)



*Elizabeth A. Dragon, C.P.M*

- City Manager**                      June 2008-present                      City of Franklin                      Franklin, NH
- General management of the administration of the City and all departments thereof, the preparation of reports and information deemed necessary by the City Council, the attendance at all meetings of the City Council, whether formal meetings or “work sessions”, the attendance at all meetings of committees and subcommittees of the council, at the request of the Chair person of such committees. Supervises the administrative affairs of the City and carries out the policies enacted by the council. Charged with preservation of the public peace and health and safety of persons and property. Enforces ordinances of the City, the charter, and laws of the state. Informs the council of the condition and needs of the city and make reports and recommendations.
- Town Manager**                      Oct 2006-June 2008                      Town of Bristol                      Bristol, NH
- Supervises all administrative functions of Town municipal operations. Organizes, continues, or discontinues, from time to time, such departments as the selectmen may from time to time determine. Appoints, upon merit and fitness alone, and removes, all subordinate officers and employees under her control, and to fix their compensation. Attends such regular or special meetings of the selectmen as they shall require. Keeps the selectmen fully advised as to the needs of the town, within the scope of her duties, and to furnish them a careful detailed estimate in writing of the probable expenditures of the town government for the ensuing year.
- Town Administrator**                      2001-Oct 2006                      Town of Plymouth                      Plymouth, NH
- Supervises all administrative functions of Town municipal operations under the direction of the Board of Selectmen. This includes, but is not limited to Town Hall office operations; municipal human resource policies and performance management; financial oversight of municipal budget; cognizance and compliance of the tax assessment process; line management of other Town Departmental operations; guides strategic planning, community planning, economic development activities; ensures enforcement of ordinances, regulations and agreements of the Town; supports other elected Town officials, appointed boards and committees; ensures timely inspections and maintenance of municipal structures, equipment, cemeteries, parks and public infrastructure.
- Finance/Personnel Officer**                      1998-May 2001                      Town of Plymouth                      Plymouth, NH
- Prepared and controlled maintenance of all Town accounting, payroll records; accounts receivable and accounts payable. Duties were performed independently. Work was reviewed through internal and external audits. Performed Town Administrator duties in his/her absence or as requested. Supervised and evaluated Financial Assistant.
- Accountant**                      1993-1998                      L.W. Packard & Co. Inc.                      Ashland, NH
- Performed a wide variety of general accounting duties.

# Elizabeth A. Dragon, C.P.M

## Lifelong Learning

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- Leadership, Management and the key role of performance measurement
- Essentials of Risk Management for Supervisors
- Preventing workplace harassment & discrimination
- State Govt: Power, Authority, Structure & Legislative Process
- Applied Management Techniques
- Effective Speaking and Presentation Dynamics
- Using numbers to persuade and Inform
- Budget Development & Administration
- Hiring Practices
- Documenting Employee Performance
- Overview of the FLSA
- Workplace Issues in the Electronic Age
- Overview of Public Sector Labor Law
- Sexual Harassment/Hostile Work Environment

## Formal Education

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<b>Certified Public Managers Program</b> Public Management	2002	NH Division of Personnel
<b>Bachelors Degree</b> Accounting	1995	New Hampshire College Evening Division Laconia, NH
<b>Associate Degree</b> Accounting	1992	New Hampshire Technical Laconia, NH

## Civic Involvement and Associations

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- NH Government Finance Officers Assoc. (11yrs)
- New Hampshire Municipal Manager's Association (9yrs)\*currently president\*
- New Hampshire Municipal Advocacy Committee-appointed Nov 2005
- ICMA-International City Managers Association-appointed May 2005
- New Hampshire Municipal Managers Association Executive board-appointed Nov 2007
- Lakes Region Planning Commission (TAC & Brownsfield)-appointed 2008
- Capital regional development Corporation (CRDC)- appointed 2009
- Franklin Mayor's Drug and Alcohol abuse task force-Project Director-appointed 2009-
- Choose Franklin Advisory board-appointed 2008
- Franklin Business Industrial Corp executive board (FBIDC)

## Software Experience

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Microsoft Office. Windows XP operating system. Business Management Systems Inc. (Fund accounting & payroll)  
**Skills**

Highly motivated team player with excellent analytical and communication skills. Adept at public relations, formal presentations, and handling multiple priorities under strict deadlines.

# ***Kevin P. LaChapelle***

---

## **EXPERIENCE:**

### *City of Franklin, NH Fire Department*

Fire Chief/Emergency Management Director      March 1, 2012 to Present

Responsible for: Administration of policy and overall operations of the Fire Department and City-wide Emergency Management.

Deputy Fire Chief      August 21, 2009 to March 1, 2012

Responsible for: Operations/Training/Personnel Management. Work alongside the Fire Chief in an administrative capacity.

Fire Captain      July 14, 2002 to August 21, 2009

Responsible for: Hazard Mitigation and shift management

Firefighter      February 4, 1996 to July 14, 2002

Responsible for operations at day to day Fire and EMS calls

*Kidder Fuels*      November 1995 to January 1995

Delivery Truck Driver

*Town of Northfield, NH Police Department*      June 1995 to October 1995

Part-Time Patrol Officer

*United States Coast Guard*      1991 to 1995

Basic Training Honor Graduate

Search and Rescue Small Boat Crewman

## **EDUCATION SUMMARY:**

*National Certified Public Manager*      2012

*Associates in Applied Science~ Fire Science*

Lakes Region Community Technical College      2003

*Winnisquam Regional High School*      1991

\*\*\*Professional and personal references available up request\*\*\*

## LICENSES AND CERTIFICATIONS

### *EMERGENCY MANAGEMENT*

- NIMS 100, 200, 300, 400, 800, and 806b

### *LEADERSHIP*

- New Hampshire Fire Standards and Training: Company Officer I and II

### *OPERATIONS*

- New Hampshire Fire Standards and Training:
  - Firefighter III (Ice Rescue Technician)
  - Firefighter III (Confined Space Technician)
  - Driver Operator:
    - All Vehicles and Apparatus with Fire Pumps/Ariel Operator
  - Haz-Mat Operations
  - Educational Methodology
- Nationally Registered Emergency Medical Technician - Advanced
- National Association of EMT's: Pre Hospital Trauma Life Support
- New Hampshire Commercial Driver's License -Class B with Air Brakes, including Tank and Hazardous Materials endorsements,  
New Hampshire Boat Operators License
- National Fire Academy: Operations at Target Hazards
- National Fire Academy: Managing Company and Tactical Operations
- National Fire Academy: Incident Command for Structural Collapse
- National Fire Academy: Fire ground Safety and Survival for the Company Officer
- FEMA: Emergency Planning for Schools
- International Rescue Instructors Association:
  - Swift and Flood Water Rescue Technician-Advanced
- New Hampshire Fish and Game: OHRV Instructor

# Judith A. Milner

## Highlights of Qualifications:

- Strong analytical skills; adept at identifying and solving problems
- Equally effective working independently or enthusiastically contributing to a team effort
- Able to handle the unexpected with confidence, expertise, and grace
- Highly motivated, reliable, confident, and committed to professional standards
- Software proficiency in Microsoft Office; Windows; Unix; Accufund & MUNIS accounting

## Recent Employment Achievements:

### 1/09-present *City of Franklin, New Hampshire*

#### **Finance Director (Finance Office)**

Responsible for recognizing, developing, directing and maintaining financial policy and internal control environment for the City in compliance with applicable promulgation and statute; supervises the daily operations of the finance office; produces financial reporting, including the City's dependent school district, in compliance with generally accepted accounting principles (GAAP) achieving an unqualified audit opinion; implement all GASB (Governmental Accounting Standards Board) statements and pronouncements; ensure external financial reporting and compliance with grant requirements for all City grants; coordinate annual financial, A-133, worker's compensation, compliance and other audits; orchestrate the tax rate setting process including applicable reporting for the City and the City's dependent school district; provide reliable data, reporting, assistance and recommendations to City management team including peer directors, City Manager, City Finance Committee, Joint City/School Finance Committee and City Council; develops annual budget and payroll projections for City; assists and recommends solutions to come under the City's annual tax cap; participates in all steps of annual budget process from committee meetings and Council adoption; ensure the prudent investment of City funds; provides support for the trustees of trust funds and library trustees through recordkeeping and financial reporting; provides assistance with competitive bidding and procurement; actively seeks and implements streamlining and cost saving measures; facilitates long term borrowing; writes financial related resolutions for adoption by City Council; supports Welfare Director in her absence; fulfills role of City Manager in her absence.

3/99-1/09

### *Rockingham County, Brentwood NH* **Accounting Manager (Finance Office)**

Responsible for ensuring compliance with generally accepted accounting principles (GAAP) in the practices of all County divisions; successfully orchestrate and oversee implementation of all GASB (Governmental Accounting Standards Board) statements and pronouncements; led transition to fully accrual accounting under GASB Statement 34 which bridged the gap between governmental and corporate financial reporting; coordinate external financial, A-133 and Medicaid audits; audit, document, and ensure compliance with internal control procedures, unqualified audit opinion, and maintaining that opinion for the last six years; develop, draft, and implement financial and office policies and procedures; play an integral part of the sound financial practices which contributed to the County receiving Moody's highest short-term credit rating for last three years and maintaining the long-term credit rating while other similar governmental agencies' ratings deteriorated; train office members in proper accounting practices; develop and present finance/budgeting workshops for all County divisions; system administrator for County accounting software; develops and prepares Crystal Reports for

## Judith A. Milner

decision making; report to Board of Commissioners, Executive Committee and County Delegation; supervises staff in absence of Finance Officer.

12/94-3/99

### ***Rockingham County, Brentwood NH***

#### **Associate Accounting Analyst (Finance Office)**

Prepared budgetary analyses and projections; developed accounting policies and procedures; provided accounting support as integral member of Finance Office; supervised accounting and payroll staff in absence of Finance Officer and Accounting Manager; administered MUNIS accounting software, Unix file server, and Novell network for office and County; effectively communicated with all other County divisions and various outside agencies; analyzed/reconciled various budget, revenue, and balance sheet accounts.

### **Education/Professional Development:**

- ❖ B.S., Accounting (Cum Laude), New Hampshire College (now SNHU)
- ❖ Passed Certified Public Accountant Examination
- ❖ Certificate of Professional Achievement, Telecommunications Systems Technology, Northeastern University
- ❖ Treasurer, New Hampshire Government Finance Officers Association
- ❖ Treasurer, Winnisquam Regional Middle School Parent Teacher Organization
- ❖ Regularly attend continuing education related to accounting

### **Activities/Interests:**

- Gardening, quilting, farming, hiking, camping, swimming, boating

~ References attached ~

Melissa A. Newton  
City of Franklin  
316 Central Street  
Franklin, NH 03235  
603-934-3900

**WORK HISTORY**

2005-Present

FINANCE ASSISTANT, CITY OF FRANKLIN

Process accounts payable invoices weekly, create and enter journal entries, process cash receipts and deposits, prepare reconciliations of balance sheet accounts, reconcile to other departments and process accounts receivable invoices.

1998-2007

BOOKKEEPER, PEABODY HOME

Process accounts payable invoices, create resident billing and reconcile accounts.

1990-1994

ACCOUNTANT, CONCORD MONITOR

Process accounts payable invoices, audit payroll, reconcile accounts, prepare reports.

1988-1990

ACCOUNTING CLERK, NEWSPAPERS OF NEW ENGLAND

Process accounts payable invoices, prepare accounts receivable billing, various administrative projects.

**EDUCATION**

1999

Graduated Magna Cum Laude, Franklin Pierce College, Bachelor of Science Degree in Accounting

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services  
Division of Public Health Services

Agency Name: City of Franklin

Name of Program: MMRS

<b>BUDGET PERIOD:</b>		<b>SFY 18</b>		
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Elizabeth Dragon	City Manager	\$100,055	0.10%	\$96
Kevin LaChapelle	Fire Chief	\$90,658	0.14%	\$131
Judie Milner	Finance Director	\$88,077	0.58%	\$508
Melissa Newton	Finance Assistant	\$53,013	1.15%	\$612
<b>TOTAL SALARIES</b> (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				<b>\$1,347</b>

<b>BUDGET PERIOD:</b>		<b>SFY 19</b>		
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Elizabeth Dragon	City Manager	\$102,556	0.10%	\$99
Kevin LaChapelle	Fire Chief	\$92,874	0.14%	\$134
Judie Milner	Finance Director	\$90,279	0.58%	\$521
Melissa Newton	Finance Assistant	\$54,338	1.15%	\$627
<b>TOTAL SALARIES</b> (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				<b>\$1,380</b>





13 mac

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF THE COMMISSIONER  
OFFICE OF EMERGENCY SERVICES

Jeffrey A. Meyers  
Commissioner

Rick Cricenti  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9448 1-800-852-3345 Ext. 9448  
Fax: 603-271-3001 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 10, 2016

G&C APPROVED  
Date: 3/23/16  
Item # 13

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, to exercise a **sole source** contract amendment with the City of Franklin (Vendor #177390-B002), Purchase Order #1034390,-B001, 316 Central Street, Franklin, NH 03235, by decreasing the Price Limitation by \$15,000 from \$100,000 to an amount not to exceed \$85,000 to continue to provide planning, training, and equipment for the emergency Northern New England Metropolitan Medical Response System (MMRS) strike teams in New Hampshire to enhance the overall medical surge capability in response to a large-scale health event, to be effective July 1, 2016 through June 30, 2017. 100% Other Funds (New Hampshire Department of Safety).

Funds are available in SFY 2017, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-95-950010-7023 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMMISSIONER, OFFICE OF THE COMMISSIONER, HOMELAND SECURITY

Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2016	102-500731	Contracts for Prog Svc	95010101	50,000	0	50,000
SFY 2017	102-500731	Contracts for Prog Svc	95010101	50,000	(15,000)	35,000
			Total	\$100,000	(\$15,000)	\$85,000

**EXPLANATION**

This request is **sole source** because the recent grant award to New Hampshire from the US Department of Homeland Security specifically allocates these funds for support of activities of the federally-designated Northern New England Metropolitan Medical Response System. The US Department of Homeland Security has awarded all Metropolitan Medical Response System funds nationwide through state governments in order to enhance local coordination. The City of Franklin is the designated Northern New England Metropolitan Medical Response System in New Hampshire.

The purpose of this amendment is to reduce funding in SFY 2017 due to a reduction in available funds from the New Hampshire Department of Safety through their US Department of Homeland Security grant.

The Northern New England Metropolitan Medical Response System functions to coordinate resources arriving in response to the health and medical consequences of a weapon of mass destruction attack impacting New Hampshire. The Northern New England Metropolitan Medical Response System also serves as a resource for other mass casualty events or significant disease outbreaks in the region, including serving as a structure to help local communities take advantage of arriving federal assets. In planning, exercising and responding, the Northern New England Metropolitan Medical Response System provides a system through which cooperative, regionalized activities can take place.

Because the Contractor realizes the importance and value to the State of New Hampshire to have the ability to quickly activate advanced medical strike teams in the event of large-scale threats to the public's health, they will continue to recruit, train, and equip advanced medical strike teams and provide the services detailed in the original Exhibit A Scope of Services at the reduced funding amount.

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

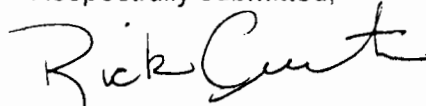
- Provide to the Emergency Management Unit, the roster of volunteers available to respond during an emergency deployment within 24 hours after notification of need, unless specific time frame is given;
- Process to resupply cache is started three days after demobilization;
- All response equipment is checked, cleaned and/or replaced 96 hours after demobilization;
- 90% of training attendees will rate the monthly training sessions on medical and emergency response procedures, equipment operations and maintenance, and emergency management policies and procedures as "excellent" or "very good" in an evaluation survey.
- The Contractor shall develop and submit annually, a corrective action plan for any performance measure that was not achieved.

Area served: Statewide.

Source of Funds: 100% Other Funds originally awarded to the New Hampshire Department of Safety as 100% Federal Funds from the U.S. Department of Homeland Security.

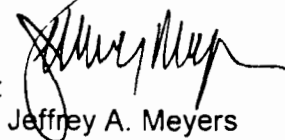
In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Rick Cricenti  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
MMRS New Hampshire Strike Team**

This 1<sup>st</sup> Amendment to the Metropolitan Medical Response System (MMRS) New Hampshire Strike Team contract (hereinafter referred to as "Amendment One") dated this 25<sup>th</sup> day of January, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and City of Franklin, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 316 Central Street, Franklin, NH 03235.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 27, 2015, Item #12, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

1. Amend Form P-37, Block 1.8, to read \$85,000.
2. Amend Exhibit B to delete paragraph 1 (a) and replace with  
\$85,000 = 100% Other Funds originally awarded to the New Hampshire Department of Safety as 100% federal funds from the US Department of Homeland Security at \$50,000 for SFY 2016 and \$35,000 for SFY 2017.
3. Delete Exhibit B-1 SFY 2017 Budget in its entirety and replace with Exhibit B-1 Amendment #1 SFY 2017 Budget

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



New Hampshire Department of Health and Human Services

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

State of New Hampshire  
Department of Health and Human Services

2/12/16  
Date

Marilee Nihan  
Marilee Nihan  
Deputy Commissioner

City of Franklin

2-1-16  
Date

Elizabeth Dragon  
Name: Elizabeth Dragon  
Title: City Manager

Acknowledgement:

State of New Hampshire, County of Merrimack on 02-01-2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Deborah Ann Kulacz  
Signature of Notary Public or Justice of the Peace

Deborah Ann Kulacz, Notary Public  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 07-10-2018



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

OFFICE OF THE ATTORNEY GENERAL

Date 3/3/14

Name: Megan A. Yegor  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Contractor Initials: EAD  
Date: 2-1-14

3  
2A

4v 12



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 OFFICE OF THE COMMISSIONER  
 OFFICE OF EMERGENCY SERVICES

MAY 05 '15 AM 9:58 DAS

Nicholas A. Toumpas  
Commissioner

Rick Cricenti  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3867  
603-271-9448 1-800-852-3345 Ext. 9448  
Fax: 603-271-3001 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

G&C APPROVED  
Date: 5/27/15  
Item # 12

April 15, 2015

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

Sole Source

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, to enter into a **sole source** agreement with City of Franklin (Vendor #177390-B002), 316 Central Street, Franklin, NH 03235, in an amount not to exceed \$100,000, to provide planning, training, and equipment for the emergency Northern New England Metropolitan Medical Response System (MMRS) strike teams in New Hampshire to enhance the overall medical surge capability in response to a large-scale health event, to be effective July 1, 2015 through June 30, 2017. 100% Other Funds.

Funds are anticipated to be available in SFY 2016 and SFY 2017, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-95-950010-7023 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: COMMISSIONER, OFFICE OF THE COMMISSIONER, HOMELAND SECURITY

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2016	102-500731	Contracts for Prog Svc	95010101	50,000
SFY 2017	102-500731	Contracts for Prog Svc	95010101	50,000
			Total	\$100,000

**EXPLANATION**

This request is **sole source** because the recent grant award to New Hampshire from the US Department of Homeland Security specifically allocates these funds for support of activities of the federally-designated Northern New England Metropolitan Medical Response System. The US Department of Homeland Security has awarded all Metropolitan Medical Response System funds nationwide through state governments in order to enhance local coordination. The City of Franklin is the designated Northern New England Metropolitan Medical Response System in New Hampshire.

Funds in this agreement will be used to recruit, train, and equip advanced medical strike teams. The Northern New England Metropolitan Medical Response System functions to coordinate resources arriving in response to the health and medical consequences of a weapon of mass destruction attack impacting New Hampshire. The Northern New England Metropolitan Medical Response System also serves as a resource for other mass casualty events or significant disease outbreaks in the region, including serving as a structure to help local communities take advantage of arriving federal assets. In planning, exercising and responding, the Northern New England Metropolitan Medical Response System provides a system through which cooperative, regionalized activities can take place.

Should Governor and Executive Council not authorize this Request, there will be diminished ability to quickly activate advanced medical strike teams in the event of large-scale threats to public health.

This contract contains a provision that allows the Department to extend this agreement 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 will be used to measure the effectiveness of the agreement:

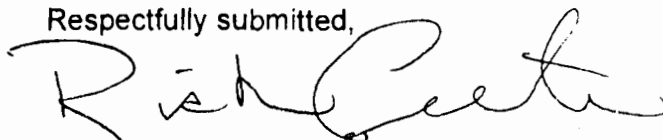
- Provide to the Emergency Management Unit, the roster of volunteers available to respond during an emergency deployment within 24 hours after notification of need, unless specific time frame is given;
- Process to resupply cache is started three days after demobilization;
- All response equipment is checked, cleaned and/or replaced 96 hours after demobilization;
- 90% of training attendees will rate the monthly training sessions on medical and emergency response procedures, equipment operations and maintenance, and emergency management policies and procedures as "excellent" or "very good" in an evaluation survey.
- The Contractor shall develop and submit annually, a corrective action plan for any performance measure that was not achieved.

Area served: Statewide.

Source of Funds: 100% Other Funds originally awarded to the New Hampshire Department of Safety as 100% Federal Funds from the U.S. Department of Homeland Security.

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

Respectfully submitted,



Rick Oricenti  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

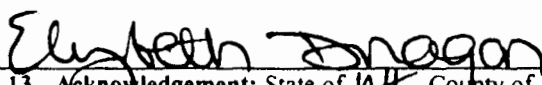
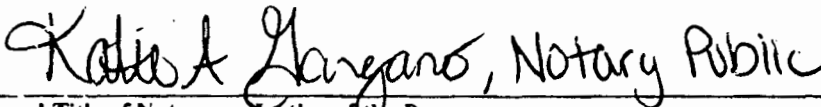
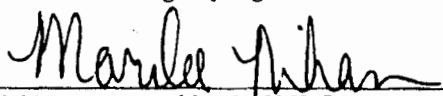
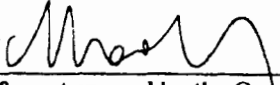
Subject: MMRS NH Strike Team

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> Brown Building 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> City of Franklin		<b>1.4 Contractor Address</b> 316 Central Street Franklin, NH 03226	
<b>1.5 Contractor Phone Number</b> 603-934-2205	<b>1.6 Account Number</b> 05-95-95-950010-7023-102-500731	<b>1.7 Completion Date</b> June 30, 2017	<b>1.8 Price Limitation</b> 100,000
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin, Director, Contracts and Procurement Unit		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Elizabeth Dragon, City Manager	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merrimack</u> On <u>4/1/15</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 		<b>KATIE A. GARGANO</b> NOTARY PUBLIC State of New Hampshire My Commission Expires November 12, 2019	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Katie A. Gargano, Notary Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Marilee Nihan, Deputy Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. Yale Attorney On: <u>5/1/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> 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.

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



**Exhibit A**

**SCOPE OF SERVICES**

**1. Project Description**

This agreement with the City of Franklin is authorized under the provisions of the Department of Homeland Security (DHS) Appropriations Act (P.L. 109-90) and the Homeland Security Grant Program (HSGP) guidance.

The Homeland Security Program (HSP) provides funds to enhance the capability of State and local units of Government to prevent, deter, respond to and recover from incidents of terrorism involving the use of chemical, biological, radiological, nuclear and explosive (CBRNE) weapons attacks, as well as all-hazards incidents.

The purpose of this Agreement is to identify the affiliation between the Department of Health and Human Services (DHHS) and the Municipality of Franklin, NH to support the New Hampshire Strike Team of the Metropolitan Medical Response System (MMRS), as arranged and approved by the State Administrative Agency for the HSGP, the Department of Safety (DOS), and in accordance with the DHS approved State Homeland Security Strategy, and acknowledge that DHHS will provide funding for training and equipping the Strike Team. The municipality of Franklin will provide oversight and administrative assistance to enhance the overall medical surge capability in Franklin, NH and the surrounding area, or statewide as requested by NH DHHS, in response to a large-scale disaster.

**2. Required Activities**

The Contractor shall:

- 2.1. Accept the grant funds for the administrative and operational management and support of the MMRS;
- 2.2. Act as fiscal agent and manage the grant funds, on behalf of MMRS;
- 2.3. Document all costs and other expenses incurred, including, but not limited to, ledgers, books, records, purchase requisitions, vouchers, requisitions for materials and other records required by the State;
- 2.4. Support the designated New Hampshire Strike Team of the Metropolitan Medical Response System (MMRS) Leadership as the designated points of contact for program implementation;
- 2.5. Manage and oversee the New Hampshire Strike Team of the MMRS to:
  - 2.5.1. Integrate the City of Franklin's, and other statewide emergency management, health, and medical systems with their Federal and State counterparts through a locally-established multi-agency, collaborative planning framework;
  - 2.5.2. Provide qualified staffing along with medical supplies and equipment to assist statewide response efforts for health and medical needs during emergency situations;
  - 2.5.3. Utilize DHHS' Inventory Resource Management System (IRMS) for point-in-time inventory on medical goods and supplies;
  - 2.5.4. Enter 100% of pharmaceutical and medical cache inventory into IRMS and keep inventory levels current;



## Exhibit A

- 2.5.5. Maintain and expand equipment and pharmaceutical caches, as necessary;
- 2.5.6. Reorder consumables supplies two months prior to expiration date;
- 2.5.7. Build and exercise joint response capabilities with State and local municipalities;
- 2.5.8. Conduct criminal record checks and validation of all license/certifications for all prospective volunteer members;
- 2.5.9. Conduct monthly training sessions to new MMRS and Medical Reserve Corp volunteers, and refresher trainings to existing volunteers on medical and emergency response processes and procedures, equipment operations and maintenance, and emergency management policies and procedures;
- 2.5.10. Continue to collaborate with Emergency Support Function partners to promote memorandum of understanding for on-scene capabilities;
- 2.5.11. Develop, in collaboration with DHHS/ESU, an evaluation survey to measure the knowledge and skill of training session attendees' ability to effectively respond to an emergency event;
- 2.5.12. Provide all expenditure documentation and receipts to the City of Franklin's City Manager within seven (7) working days of expenditure to support the accurate maintenance of fiscal records;
- 2.5.13. Ensure that operating and equipment costs stay within the allotted FY budget amount;
- 2.5.14. Attend appropriate After Action meetings with Regional, State and local municipalities to review exercise objectives and improvement plans;
- 2.5.15. Provide quarterly activity reports to the Director, DHHS – Emergency Services Unit by the 15<sup>th</sup> day of the next quarter.

### 3. Compliance and Reporting Requirements

#### 3.1. Compliance Requirements

- 3.1.1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

#### 3.2. Reporting Requirements

- 3.2.1. The Contractor shall submit quarterly programmatic reports updating the DHHS on all activities.
- 3.2.2. The Contractor shall provide copies of fully executed subcontract agreements to DHHS, prior to start of such contracts.
- 3.2.3. The Contractor shall submit annual programmatic reports updating the DHHS on all activities.



## Exhibit A

### 4. Performance Measures

- 4.1. The Contractor shall ensure that following performance measures are annually achieved:
- 4.1.1. Provide to the DHHS/Emergency Management Unit, the roster of volunteers available to respond during an emergency deployment within 24 hours after notification of need, unless specific time frame is given;
  - 4.1.2. Process to resupply cache is started three days after demobilization;
  - 4.1.3. All response equipment is checked, cleaned and/or replaced 96 hours after demobilization;
  - 4.1.4. 90% of training attendees will rate the monthly training sessions on medical and emergency response procedures, equipment operations and maintenance, and emergency management policies and procedures as "excellent" or "very good" in an evaluation survey.
- 4.2. The Contractor shall develop and submit to the NH DHHS-ESU annually, a corrective action plan for any performance measure that was not achieved.



**Exhibit B**

**Method and Conditions Precedent to Payment**

1) Funding Sources:

a) \$100,000 = 100% Other Funds originally awarded to the New Hampshire Department of Safety as 100% federal funds from the US Department of Homeland Security at \$50,000 for SFY 2016 and \$50,000 for SFY 2017.

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

3) This is a cost-reimbursement contract. 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 – Budgets for SFY 2016 ;and SFY 2017, and reimbursement shall be made monthly based on actual costs incurred during the previous month. 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) 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.

5) 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.

Exhibit B – Methods and Conditions Precedent to Payment\_Contractor Initials

EAD

4-8-15



**Exhibit B**

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- 6) 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.
- 7) 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 EAD





**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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



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:

- The Department of Health and Human Services, in its sole discretion, may choose to extend this agreement for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



**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





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

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

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

Contractor Name: City of Franklin

4-8-15  
Date

Elizabeth Dragon  
Name: Elizabeth Dragon  
Title: City Manager





**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: City of Franklin

4-8-15  
Date

Elizabeth Dragon  
Name: Elizabeth Dragon  
Title: City Manager



**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 (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: City of Franklin

4-8-15  
Date

Elizabeth Dragon  
Name: Elizabeth Dragon  
Title: City Manager



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

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

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

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

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

Exhibit G

Contractor Initials

EAD

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: City of Franklin

4-8-15  
Date

Elizabeth Dragon  
Name: Elizabeth Dragon  
Title: City Manager

Exhibit G

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

Contractor Initials EAD

Date 4-8-15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: City of Franklin

4-8-15  
Date

Elizabeth Dragon  
Name: Elizabeth Dragon  
Title: City Manager



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.



Exhibit I

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

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

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





Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
The State

Marilee Nihan  
Signature of Authorized Representative

Marilee Nihan  
Name of Authorized Representative

Deputy Commissioner  
Title of Authorized Representative

4-24-15  
Date

City of Franklin  
Name of the Contractor

Elizabeth Dragon  
Signature of Authorized Representative

Elizabeth Dragon  
Name of Authorized Representative

City Manager  
Title of Authorized Representative

4-8-15  
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 Franklin

4-8-15  
Date

Elizabeth Dragon  
Name: Elizabeth Dragon  
Title: City Manager



**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: 005598313
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

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