



Jeffrey A. Meyers  
Commissioner

Marcella Jordan Bobinsky  
Acting Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503  
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April 11, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option to an existing agreement with the vendors listed below for the provision of staffing, employment and training services by increasing the price limitation by \$780,000 from \$734,400 to \$1,514,400 and extending the completion date from June 30, 2016 to June 30, 2018 upon Governor and Executive Council approval. 80% Federal Funds, 20% General Funds

Vendor	Vendor Code	Budget	Increase/ Decrease	Modified Budget
Manchester Health Department	177433-B009	\$397,200	\$420,000	\$817,200
City of Nashua	177441-B011	\$337,200	\$360,000	\$697,200
	<b>Total:</b>	<b>\$734,400</b>	<b>\$780,000</b>	<b>\$1,514,400</b>

Funds are available in the following accounts for State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

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

**05-95-90-902510-7536 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, STD/HIV  
PREVENTION**

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

**FISCAL DETAILS ATTACHED**

### **EXPLANATION**

The purpose of this Amendment is to renew contract services for the provision of clinical testing, outreach and education services to prevent and control infectious diseases such as Tuberculosis, Human Immunodeficiency Virus (HIV), Sexually Transmitted Diseases (STD), Hepatitis C, and Vaccine-Preventable Diseases.

Infectious diseases are the leading cause of illness and death throughout the world. The services provided will improve the New Hampshire's ability to prevent, recognize and control infectious diseases. Disease surveillance, laboratory detection and investigation are necessary to protect the public from infectious diseases while education and outreach will increase awareness which will reduce health disparities and improve the health of vulnerable populations.

The original contract contained the option to extend the contract for an additional two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of Governor and Executive Council. The Department is satisfied with the services received through these agreements, as demonstrated by the performance measures generated in response to the previous contract.

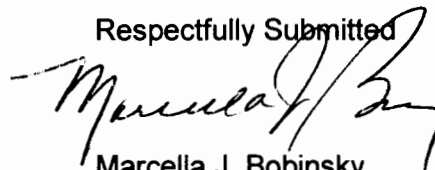
Should the Governor and Executive Council not approve this request, the critical services may not be completed in a timely manner which may result in an increased number of infectious disease related cases in the state.

Area Served: Greater Manchester and Nashua area.

Source of Funds: 80% Federal Funds, 20% General Funds.

In the event that the federal funds become no longer available, no further general funds will be requested to support this contract.

Respectfully Submitted



Marcella J. Bobinsky  
Acting Director

Approved by:



Jeffrey A. Meyers  
Commissioner

## FISCAL DETAILS

### Manchester Health Department

#### 05-95-90-902510-5178

Fiscal Year	Class	Title	Activity Code	Amount
2015	102-500731	Contracts for Program Svc.	90023317	\$46,049
2015	102-500731	Contracts for Program Svc.	90023010	\$23,951
2015	102-500731	Contracts for Program Svc.	90023011	\$20,000
2016	102-500731	Contracts for Program Svc.	90023317	\$46,049
2016	102-500731	Contracts for Program Svc.	90023010	\$23,951
2016	102-500731	Contracts for Program Svc.	90023011	\$20,000
2017	102-500731	Contracts for Program Svc.	90023317	\$46,049
2017	102-500731	Contracts for Program Svc.	90023010	\$23,951
2017	102-500731	Contracts for Program Svc.	90023011	\$20,000
2018	102-500731	Contracts for Program Svc.	90023317	\$46,049
2018	102-500731	Contracts for Program Svc.	90023010	\$23,951
2018	102-500731	Contracts for Program Svc.	90023011	\$20,000
			<b>Sub Total:</b>	<b>\$360,000</b>

#### 05-95-90-902510-5189

Fiscal Year	Class	Title	Activity Code	Amount
2015	102-500731	Contracts for Program Svc.	90024000	\$63,600
2016	102-500731	Contracts for Program Svc.	90024000	\$63,600
			<b>Sub Total:</b>	<b>\$127,200</b>

#### 05-95-90-902510-7536

Fiscal Year	Class	Title	Activity Code	Amount
2017	102-500731	Contracts for Program Svc.	90024000	\$65,000
2018	102-500731	Contracts for Program Svc.	90024000	\$65,000
			<b>Sub Total:</b>	<b>\$130,000</b>

#### 05-95-90-902510-2227

Fiscal Year	Class	Title	Activity Code	Amount
2015	102-500731	Contracts for Program Svc.	90025000	\$10,000
2016	102-500731	Contracts for Program Svc.	90025000	\$10,000
			<b>Sub Total:</b>	<b>\$20,000</b>

#### 05-95-90-902510-7536

Fiscal Year	Class	Title	Activity Code	Amount
2017	102-500731	Contracts for Program Svc.	90025000	\$20,000
2018	102-500731	Contracts for Program Svc.	90025000	\$20,000
			<b>Sub Total:</b>	<b>\$40,000</b>

#### 05-95-90-902510-5170

Fiscal Year	Class	Title	Activity Code	Amount
2015	102-500731	Contracts for Program Svc.	90020006	\$35,000
2016	102-500731	Contracts for Program Svc.	90020006	\$35,000
2017	102-500731	Contracts for Program Svc.	90020006	\$35,000
2018	102-500731	Contracts for Program Svc.	90020006	\$35,000
			<b>Sub Total:</b>	<b>\$140,000</b>
			<b>Total:</b>	<b>\$817,200</b>

**City of Nashua**

**05-95-90-902510-5178**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Amount</b>
2015	102-500731	Contracts for Program Svc.	90023317	\$40,000
2015	102-500731	Contracts for Program Svc.	90023011	\$20,000
2016	102-500731	Contracts for Program Svc.	90023317	\$40,000
2016	102-500731	Contracts for Program Svc.	90023011	\$20,000
2017	102-500731	Contracts for Program Svc.	90023317	\$40,000
2017	102-500731	Contracts for Program Svc.	90023011	\$20,000
2018	102-500731	Contracts for Program Svc.	90023317	\$40,000
2018	102-500731	Contracts for Program Svc.	90023011	\$20,000
			<b>Sub Total:</b>	<b>\$240,000</b>

**05-95-90-902510-5189**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Amount</b>
2015	102-500731	Contracts for Program Svc.	90024000	\$63,600
2016	102-500731	Contracts for Program Svc.	90024000	\$63,600
			<b>Sub Total:</b>	<b>\$127,200</b>

**05-95-90-902510-7536**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Amount</b>
2017	102-500731	Contracts for Program Svc.	90024000	\$65,000
2018	102-500731	Contracts for Program Svc.	90024000	\$65,000
			<b>Sub Total:</b>	<b>\$130,000</b>

**05-95-90-902510-2227**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Amount</b>
2015	102-500731	Contracts for Program Svc.	90025000	\$10,000
2016	102-500731	Contracts for Program Svc.	90025000	\$10,000
			<b>Sub Total:</b>	<b>\$20,000</b>

**05-95-90-902510-7536**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Amount</b>
2017	102-500731	Contracts for Program Svc.	90025000	\$20,000
2018	102-500731	Contracts for Program Svc.	90025000	\$20,000
			<b>Sub Total:</b>	<b>\$40,000</b>

**05-95-90-902510-5170**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Amount</b>
2015	102-500731	Contracts for Program Svc.	90020006	\$35,000
2016	102-500731	Contracts for Program Svc.	90020006	\$35,000
2017	102-500731	Contracts for Program Svc.	90020006	\$35,000
2018	102-500731	Contracts for Program Svc.	90020006	\$35,000
			<b>Sub Total:</b>	<b>\$140,000</b>
			<b>Total:</b>	<b>\$697,200</b>

## **Performance Measures – ID-PICSS Clinical Services HIV/STD/HCV (July 1, 2014-June 30, 2016)**

Manchester Health Department

150 clients to be tested: actual 347 clients

1 New HIV Cases to be identified: actual 5 cases

1. Percentage of HIV tests returned to clients within 30 days of testing date
  - a. Target 90%
  - b. Actual 99%
2. Percentage of newly identified confirmed HIV tests returned to clients with 30 days of testing date
  - a. Target 90%
  - b. Actual 100%
3. Percentage of newly identified HIV positive cases referred to medical care that attend their first appointment within 90 of positive test result
  - a. Target 90%
  - b. Actual 100%
4. Percentage of newly identified chlamydia cases receiving recommended and appropriate treatment with 14 days of specimen collection
  - a. Target 90%
  - b. Actual 97%
5. Percentage of newly identified gonorrhea cases receiving recommended and appropriate treatment with 14 days of specimen collection
  - a. Target 90%
  - b. Actual 93%
6. Percentage of newly identified primary and secondary syphilis cases receiving recommended and appropriate treatment with 14 days of specimen collection
  - a. Target 90%
  - b. Actual 80%
7. Percentage of clients receiving positive Hepatitis C screening test result that have a documented referral to medical care at time of screening
  - a. Target 90%
  - b. Actual 53%

Manchester Health Department  
Contract Period 7/1/14-6/30/16  
Performance Measure due by June 30, 2016  
Immunization Program

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

2014-2015	96.5%	According to NHIP Annual School Immunization Survey
2015-2016	94.2%	According to NHIP Annual School Immunization Survey

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

97% of children and 82.3% of adults were reported to have health insurance based on a survey conducted in 2014-2015

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

NHIP does not have an Immunization Information System

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

MHD is unable to quantify the number of insured adult patients that are referred. They do not bill insurance, so one of the initial questions they ask of any adult requesting information about their immunization clinic is regarding insurance status. Any adult who has insurance that covers the vaccines is then referred to their primary care physician. If they have no primary care physician, then they are provided with information about the local federally qualified health center and referred there. If they are in need of immediate vaccination, they are provided information about the local pharmacies and "minute clinics". While MHD is unable to provide a number, 100% of individuals who call or come to our clinics receive this information as a matter of protocol.

**Manchester Health Department**  
**TB Services**  
**July 1, 2014- December 31, 2015**

*Completion of Treatment*

*Ensure that a minimum of ninety percent (90%) of clients with pulmonary TB with a one year treatment plan complete treatment within twelve (12) months of documented treatment initiation.*

Total number of Manchester TB clients with pulmonary disease: **5**

Total number of Manchester TB clients with pulmonary disease who completed treatment within 12 months of initiation: **3**

**Measure: 60% (Treatment is ongoing)**

*Ensure that a minimum of seventy-five percent (75%) of high risk infected persons placed on treatment of LTBI complete treatment within twelve (12) months of documented treatment initiation.*

Total number of Manchester TB clients with high risk LTBI: **12**

Total number of Manchester TB clients with high risk LTBI who complete treatment: **5**

**Measure: 42% (Treatment is ongoing)**

*Ensure that a minimum of ninety percent (90%) of clients with pulmonary TB complete treatment by DOT within twelve (12) months of treatment initiation.*

Total number of Manchester TB clients with pulmonary TB: **5**

Total number of Manchester TB clients who complete treatment by DOT within 12 months of treatment initiation: **3**

**Measure: 60% (Treatment is ongoing)**

Human Immunodeficiency Virus (HIV) Status

*Ensure that a minimum of 90% of newly reported persons with Active TB have a documented HIV test.*

Total number of Manchester clients with Active TB: **5**

Total numbers of Manchester TB clients with Active TB have a documented HIV test: **5**

**Measure: 100%**

Contact Investigations

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

Total number of Manchester active TB cases: **5**

Total number of Manchester active TB cases with named close contacts that were evaluated for LTBI or TB: **5**

**Measure: 100%**

*Ensure that a minimum of ninety percent (90%) of infected close contacts complete treatment.*

Total number of Manchester infected close contacts: **10**

Total number of Manchester active TB cases with named close contacts that completed treatment: **3**

**Measure: 30% (Treatment is ongoing)**

Evaluation of Immigrants and Refugees

*Ensure that a minimum of ninety percent (90%) of Class A and Class B arrivals be evaluated\* for TB and LTBI within thirty (30) days of arrival notification*

Total number of Manchester Class A and Class B arrivals: **11**

Total number of Manchester Class A and Class B arrivals that were evaluated for TB and LTBI within thirty (30) days of arrival notification: **11**

**Measure: 100%**

*Ensure that a minimum of ninety percent (90%) of Class A and Class B arrivals with LTBI complete treatment within twelve (12) months of initiation*

Total number of Manchester Class A and Class B arrivals with LTBI diagnosis: **2**

Total number of Manchester Class A and Class B arrivals with LTBI diagnosis completed treatment within 12 months of initiation: **2**

**Measure: 100%**

**Performance Measures – ID-PICSS Clinical Services HIV/STD/HCV (July 1, 2014-June 30, 2016)**

Nashua Health Department

150 clients to be tested: actual 422 clients

1 New HIV Cases to be identified: actual 1 case

8. Percentage of HIV tests returned to clients within 30 days of testing date
  - a. Target 90%
  - b. Actual 99%
9. Percentage of newly identified confirmed HIV tests returned to clients with 30 days of testing date
  - c. Target 90%
  - d. Actual 100%
10. Percentage of newly identified HIV positive cases referred to medical care that attend their first appointment within 90 of positive test result
  - e. Target 90%
  - f. Actual 100%
11. Percentage of newly identified chlamydia cases receiving recommended and appropriate treatment with 14 days of specimen collection
  - g. Target 90%
  - h. Actual 86%
12. Percentage of newly identified gonorrhea cases receiving recommended and appropriate treatment with 14 days of specimen collection
  - i. Target 90%
  - j. Actual 93%
13. Percentage of newly identified primary and secondary syphilis cases receiving recommended and appropriate treatment with 14 days of specimen collection
  - k. Target 90%
  - l. Actual 100%
14. Percentage of clients receiving positive Hepatitis C screening test result that have a documented referral to medical care at time of screening
  - m. Target 90%
  - n. Actual 19%

Nashua Health Department  
Contract Period 7/1/14-6/30/16  
Performance Measures due by 6/30/16  
Immunization Program

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

2014-2015	99.2%	According to NHIP Annual School Immunization Survey
2015-2016	99.2%	According to NHIP Annual School Immunization Survey

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

88% of Nashua residents are insured

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

2014-2015	NHIP does not have an Immunization Information System
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- The number of insured adult patients referred to another private facility and/or the number insured adult patients whose insurance was billed for administration costs increases to 100%..

2014-2015	120	The number of insured adult patients referred through June 30, 2015
2015-2016	100	The number of insured adult patients referred through March 2016

NHIP does not have an Immunization Information System to enable Nahua to track influenza vaccinations

The Nashua HD does not bill insurance except for flu shots for Medicare clients.

**Nashua Health Department**  
**TB Services**  
**July 1, 2014- December 31, 2015**

Completion of Treatment

*Ensure that a minimum of ninety percent (90%) of clients with pulmonary TB with a one year treatment plan complete treatment within twelve (12) months of documented treatment initiation.*

Total number of Nashua TB clients with pulmonary disease: **0**

Total number of Nashua TB clients with pulmonary disease who completed treatment within 12 months of initiation: **N/A**

**Measure: N/A (2 active cases during reporting period were extra pulmonary)**

*Ensure that a minimum of seventy-five percent (75%) of high risk infected persons placed on treatment of LTBI complete treatment within twelve (12) months of documented treatment initiation.*

Total number of Nashua TB clients with high risk LTBI: **8**

Total number of Nashua TB clients with high risk LTBI who complete treatment: **2**

**Measure: 25% (Treatment is ongoing)**

*Ensure that a minimum of ninety percent (90%) of clients with pulmonary TB complete treatment by DOT within twelve (12) months of treatment initiation.*

Total number of Nashua TB clients with pulmonary TB: **0**

Total number of Nashua TB clients who complete treatment by DOT within 12 months of treatment initiation: **N/A**

**Measure: N/A (2 active cases during reporting period were extra pulmonary)**

Human Immunodeficiency Virus (HIV) Status

*Ensure that a minimum of 90% of newly reported persons with Active TB have a documented HIV test.*

Total number of Nashua clients with Active TB: **2**

Total numbers of Nashua TB clients with Active TB have a documented HIV test: **1**

**Measure: 50%**

Contact Investigations

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

Total number of Nashua active TB cases: **N/A**

Total number of Nashua active TB cases with named close contacts that were evaluated for LTBI or TB:  
**N/A**

**Measure: N/A (2 active cases during reporting period were extra pulmonary and therefore did not require a contact investigation)**

*Ensure that a minimum of ninety percent (90%) of infected close contacts complete treatment.*

Total number of Nashua close contacts: **N/A**

Total number of Nashua active TB cases with named close contacts that completed treatment: **N/A**

**Measure: N/A (2 active cases during reporting period were extra pulmonary and therefore did not require a contact investigation)**

Evaluation of Immigrants and Refugees

*Ensure that a minimum of ninety percent (90%) of Class A and Class B arrivals be evaluated\* for TB and LTBI within thirty (30) days of arrival notification*

Total number of Nashua Class A and Class B arrivals: **3**

Total number of Nashua Class A and Class B arrivals that were evaluated for TB and LTBI within thirty (30) days of arrival notification: **3**

**Measure: 100%**

*Ensure that a minimum of ninety percent (90%) of Class A and Class B arrivals with LTBI complete treatment within twelve (12) months of initiation*

Total number of Nashua Class A and Class B arrivals with LTBI diagnosis: **N/A**

Total number of Nashua Class A and Class B arrivals with LTBI diagnosis completed treatment within 12 months of initiation: **N/A**

**Measure: N/A (Nashua did not receive any Class A or B arrivals during the reporting period)**



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

This 1st Amendment to the Infectious Disease Prevention and Control contract (hereinafter referred to as "Amendment #1") dated December 23, 2015 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Health Department (hereinafter referred to as "the Contractor"), a municipality with a place of business 1528 Elm Street, Manchester, NH 03101

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 2, 2014 (item #29), 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 of the Agreement, and Exhibit C-1 Paragraph 3, the State may renew the contract for two (2) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to extend the Contract for two (2) years and increase the price limitation; 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:

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:  
June 30, 2018
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$817,200
3. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read:  
Eric D. Borrin
4. Form P-37, General Provisions, Item 1.10, State Agency Telephone Number, to read:  
(603) 271-9558
5. Delete Exhibit A, Scope of Services and Replace with Exhibit A, Amendment #1, Scope of Services.



6. Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 1, to read:

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

Service	Amount	Account Number	Funding Source	CFDA	FAIN
Immunization	\$360,000	05-95-90-902510-5178-102-500731	100% federal funds from the U.S> Centers for Disease Control and Prevention	93.268	H23IP000757
HIV Prevention Services	\$257,200	05-95-90-902510-5189-102-500731	100% federal funds from the U.S> Centers for Disease Control and Prevention	93.940	U62PS003655
STD Prevention Services	\$60,000	05-95-90-902510-2227-102-500731	100% federal funds from the U.S> Centers for Disease Control and Prevention	93.977	H25PS004339
Tuberculosis Prevention Services	\$140,000	05-95-902510-5170-102-500731	100% General Funds		
<b>Total:</b>	<b>\$817,200</b>				

7. Add Exhibit B-2 Amendment #1 SFY 2017 and Exhibit B-3 SFY 2018
8. Delete Exhibit C, Special Provisions, and replace with Exhibit C Amendment #1, Special Provisions.
9. Delete Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G Amendment #1, 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  
Infectious Disease Prevention and Control



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

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

State of New Hampshire  
Department of Health and Human Services

Date 4/11/16

Marcella J. Bobinsky  
NAME Marcella J. Bobinsky  
TITLE Acting Director, DP&S

Manchester Health Department

Date 2/3/2016

Theodore Gatsas  
NAME Theodore Gatsas  
TITLE Mayor

Acknowledgement:

State of New Hampshire County of Hillsborough on Feb 3, 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.

Signature of Notary Public or Justice of the Peace

Victoria L. Ferraro  
Name and Title of Notary or Justice of the Peace

**VICTORIA L. FERRARO, Notary Public**  
**My Commission Expires June 24, 2020**

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



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

**OFFICE OF THE ATTORNEY GENERAL**

4/27/14  
Date

[Signature]  
Name: Megan A. Apple  
Title: Attorney

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

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

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



## Exhibit A, Amendment #1

### Scope of Services

#### Part A: Tuberculosis

##### 1. Project Description

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

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

###### 2.1 Case Management Activities

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

- 2.1.1 Provide case management services and supervision until prescribed treatment is completed.
- 2.1.2 Monitor for adherence and adverse reactions of treatment by visiting clients regularly.
- 2.1.3 Supervise isolation of individuals with infectious TB when ordered by the New Hampshire DHHS, DPHS.
- 2.1.4 Conduct contact investigations within ten (10) business days to identify all exposed individuals.
- 2.1.5 Arrange for tuberculin skin testing or Interferon Gamma Release Assay (IGRA) testing.
- 2.1.6 Ensure treatment is prescribed, if infected.

###### 2.2 Screening and Targeted Testing

Screening shall be targeted to high-risk populations as identified by the DPHS which shall include but not limited to:

- 2.2.1 Children five (5) years of age or younger
- 2.2.2 Immunocompromised persons; Human Immunodeficiency Virus Infection (HIV), Acquired Immunodeficiency Syndrome (AIDS), those on cancer treatments or high-dose steroids, Tumor necrosis factor alpha antagonists or those who have recently undergone transplant procedures



## Exhibit A, Amendment #1

- 
- 2.2.3 Recent converters
  - 2.2.4 Contact to recent active case of pulmonary TB
  - 2.2.5 Class A/B immigrants.
- 2.3 Screening Required Activities
- 2.3.1 Ensure that all Class A, B1, and B2 and B3 arrivals receive a tuberculin skin test (TST) or Blood Assay for Mycobacterium Tuberculosis (BAMT) and symptom screen within ten (10) business days of notification of arrival.
  - 2.3.2 Inform medical providers of the need to comply with the US Immigration and Customs Enforcement (ICE) standard for Class B1, B2, and B3 immigrant medical evaluations within thirty (30) days of arrival.
  - 2.3.3 Provide a tuberculin skin test to all other newly arrived refugees within thirty (30) days of notification of arrival.
  - 2.3.4 Ensure that refugees with positive TSTs or BAMTs are evaluated and that recommendations are made for treatment of LTBI to the medical provider.
  - 2.3.5 Ensure that all others identified as high risk are provided with a screening test as indicated.
  - 2.3.6 Conduct an investigation on all TST or BAMT positive children less than five (5) years of age to identify source case.
  - 2.3.7 Arrange a medical diagnosis for all individuals with a positive TST, to include recommendations for HIV testing.
  - 2.3.8 Document a medical diagnosis within sixty (60) days of the start of treatment.
  - 2.3.9 Report the diagnosis, ruled out or confirmed, to the IDPICSS.
  - 2.3.10 Submit a completed NH TB Program Investigation form to the IDPICSS within ten (10) business days of results.

### 3. Reporting Requirements

- 3.1 The Contractor shall provide the following for active TB cases;
  - 3.1.1 Submit the NH TB Investigation form (via fax) and a template for suspect active and active TB cases via email to the Infectious Disease Nurse Manager within one (1) business day of initial report.
  - 3.1.2 Submit The Report of Verified Case of TB (RVCT) within thirty (30) days of diagnosis.
  - 3.1.3 Submit the Initial Drug Susceptibility Report (RVCT Follow Up Report 1) within thirty (30) days of sensitivity results.
  - 3.1.4 Submit the Completion Report (RVCT Follow-up Report 2) within thirty (30) days of discharge regardless of residence location.
- 3.2 The Contractor shall provide the following for identified LTBI cases;
  - 3.2.1 A determination of eligibility of TB case management services based on the risk category.



## Exhibit A, Amendment #1

- 3.2.2 Submit the completed NH TB Investigation Form with the TB Discharge Form to the IDPICSS.

### 4. Treatment and Monitoring Standards

- 4.1 Treatment and the monitoring of treatment shall be provided utilizing the guidance of the Centers for Disease Control and Prevention (CDC) and the ID-PICSS which shall include:
- 4.1.1 Evaluate the potential use of electronic DOT (eDOT)
  - 4.1.2 Provide the patient's medical provider with the current CDC and/or the American Thoracic Society Guidelines for baseline and ongoing laboratory testing, vision and hearing screening.
  - 4.1.3 Arrange treatment for all eligible Class A and Class B arrivals with LTBI and assure completion of treatment according to clinical guidelines.
  - 4.1.4 Provide consultation to medical providers regarding treatment recommendation for all high risk groups.
  - 4.1.5 Provide recommendation for treatment about the importance of adherence to treatment guidelines.
  - 4.1.6 Ensure that telephone contact is made with the active or suspect active client within twenty-four (24) hours of identification of a case or a suspect case.
  - 4.1.7 Conduct a face to face visit to the identified active case or suspect active case within three (3) business days of identification to provide counseling and assessment.
  - 4.1.8 Monitor treatment adherence and adverse reaction to treatment by conducting a minimum of monthly visits for active cases or monthly phone calls for LTBI cases until treatment is completed.
  - 4.1.9 Document and report unusual symptoms and severe adverse drug reactions to the medical provider and the IDPICSS within twenty-four hours of assessment.
- 4.2 A plan for Directly Observed Therapy (DOT) shall be established by:
- 4.2.1 Evaluate each patient and his/her environment to determine the most appropriate person(s) to provide DOT.
  - 4.2.2 If the DOT provider is not a Contractor employee, the Contractor staff will provide DOT education to that provider and recommend DOT as the standard of care for all clients with TB.
  - 4.2.3 Develop a DOT calendar to include the following information: drug, dose, route, frequency, duration, observer name and changes in any of these to be reviewed at least monthly.
  - 4.2.4 Non-adherence to treatment shall be reported to the IDPICSS within three (3) days.
  - 4.2.5 Clients not placed on DOT shall be reported to the IDPICSS within one (1) week of treatment initiation or confirmed diagnosis.
  - 4.2.6 Adherence of clients self-administering medications shall be monitored by contact with the patient every two weeks, as well as monthly



## Exhibit A, Amendment #1

unannounced visits to monitor pill counts, pharmacy refills or urine testing.

### 4.3 Laboratory Monitoring

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

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

### 4.4 Isolation

Isolation shall be established, monitored and discontinued as required. The Contractor shall:

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

### 4.5 Contact Investigation Standards

Contact investigation is initiated and completed promptly. The Contractor shall:

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



## Exhibit A, Amendment #1

### 4.6 All TB Clients

The Contractor shall:

- 4.6.1 Provide patient teaching per IDPICSS Assessment and Education form.
- 4.6.2 Develop, implement and annually review a policy for the maintenance of confidential client records.
- 4.6.3 Obtain a signed release of information from each client receiving services.
- 4.6.4 Comply with all laws related to the protection of client confidentiality and management of medical records.
- 4.6.5 Submit a copy of the client record to the IDPICSS within thirty (30) days of completion of therapy or discharge.

### 4.7 NH Tuberculosis Financial Assistance (TBFA)

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

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

### 4.8 Additional Program Services

The Contractor shall:

- 4.8.1 Participate in the weekly Outbreak Team meetings and present on active and ongoing TB disease case investigations.
- 4.8.2 Attend mandatory annual case reviews and chart audit when scheduled.
- 4.8.3 Maintain a trained and proficient workforce at all times.

## 5. Performance Measures

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

### 5.1 Completion of Treatment

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



## Exhibit A, Amendment #1

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- 5.1.3 Ensure that a minimum of ninety percent (90%) of clients with pulmonary TB complete treatment by DOT within twelve (12) months of treatment initiation.
  - 5.1.4 Ensure that a minimum of ninety percent (90%) of clients with pulmonary TB complete treatment by DOT within twelve (12) months of documented treatment initiation.
  - 5.2 Human Immunodeficiency Virus (HIV) Status
    - 5.2.1 Ensure that a minimum of 90% of newly reported persons with Active TB have a documented HIV test.
  - 5.3 Contact Investigations
    - 5.3.1 Ensure that a minimum of ninety-five percent (95%) of close contacts be evaluated\* for LTBI or TB.
    - 5.3.2 Ensure that a minimum of ninety percent (90%) of infected close contacts complete treatment.
  - 5.4 Evaluation of Immigrants and Refugees
    - 5.4.1 Ensure that a minimum of ninety percent (90%) of Class A and Class B arrivals be evaluated\* for TB and LTBI within thirty (30) days of arrival notification
    - 5.4.2 Ensure that a minimum of ninety percent (90%) of Class A and Class B arrivals with LTBI complete treatment within twelve (12) months of initiation

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

## 6. Cultural Considerations

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



## Exhibit A, Amendment #1

### Part B: Immunizations

#### 7. Project Description

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

#### 8. Required Immunization Activities and Deliverables

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



## Exhibit A, Amendment #1

### 9. Reporting Requirements

- 9.1 The Contractor shall provide the following data to monitor program performance:
  - 9.1.1 A quarterly report to include:
    - 9.1.2 Number of uninsured children, adolescents and adults vaccinated at the primary clinic and at other venues.
    - 9.1.3 Information on the interventions which were employed as a result of the needs assessment
    - 9.1.4 Number of children/adults vaccinated at school-based influenza clinics
    - 9.1.5 A detailed summary of educational and outreach materials distributed
    - 9.1.6 An annual report to include:
      - 9.1.6.1 Number of staff who conduct assessments that received annual training offered by the Immunization Section
      - 9.1.6.2 Number of staff who attended the NH Immunization Conference
      - 9.1.6.3 Information from the NH school survey reports to determine that children attending public school have up-to-date immunization coverage
    - 9.1.7 An annual report on all assigned provider visits which were completed per CDC requirements shall be reported within seven (7) days of the visit.
    - 9.1.8 An annual report detailing the results of the childcare visits to be submitted, as completed..

### 10. Performance Measures

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

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

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

### 11. Project Description

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

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

- 12.1 The Contractor shall provide the following STD/HIV/HCV Clinical Service:



## Exhibit A, Amendment #1

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- 12.1.1 Provide HIV and HCV counseling and referral services.
  - 12.1.2 Provide HIV testing utilizing 4<sup>th</sup> generation HIV testing for those individuals who meet criteria and rapid testing technology for all others in accordance with CDC treatment guidelines.
  - 12.1.3 Provide HCV testing utilizing rapid test technology for those who meet criteria in accordance with CDC treatment guidelines.
  - 12.1.4 Provide no-cost STD testing based on IDPICSS criteria.
  - 12.1.5 Accept referrals from the Department of active or on-going TB disease investigation clients and offer HIV testing.
  - 12.1.6 Provide an annual reasonable fee scale which includes itemized cost for an office visit and screening for each of the following: HIV, HCV, syphilis, gonorrhea and chlamydia for those who are not eligible for no-cost services based on IDPICSS criteria.
  - 12.1.7 Provide an annual protocol outlining how the Contractor will procure, store, dispense and track STD medication according to CDC guidelines.
- 12.2 The Contractor shall provide the following HIV/HCV Testing Activities
- 12.2.1 Provide voluntary confidential HIV Counseling, Testing and Referral Services using rapid testing technology in accordance with CDC treatment guidelines to the following priority populations identified to be at increased risk of HIV infection:
    - 12.2.1.1 Sex and needle sharing partners of people living with HIV
    - 12.2.1.2 Men who have sex with men
    - 12.2.1.3 Black or Hispanic women
    - 12.2.1.4 Individuals who have ever shared needles
    - 12.2.1.5 Individuals who were ever incarcerated
    - 12.2.1.6 Contacts to a positive STD case and those who are symptomatic of a bacterial STD
  - 12.2.2 Provide voluntary confidential HCV Counseling, Testing and Referral Services using rapid testing technology in accordance with CDC treatment guidelines to the following priority populations identified to be at increased risk of HCV infection:
    - 12.2.2.1 Individuals who have ever shared needles or drug works for injection drug use
    - 12.2.2.2 Individuals who were ever incarcerated
  - 12.2.3 Provide voluntary confidential STD testing and/or treatment based on criteria set forth by IDPICSS.
    - 12.2.3.1 Submit all specimens that qualify for no-cost testing based on criteria set forth by DPHS to the NH PHL.
    - 12.2.3.2 Ensure that all clients with a positive STD test are treated based on the most recent CDC STD Treatment Guidelines.



## Exhibit A, Amendment #1

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- 12.2.3.3 Ensure all clients who present as a contact to a positive STD case are treated and tested based on the most recent CDC STD Treatment Guidelines.
  - 12.2.4 Perform an annual review of the recruitment plan detailing who the agency will access the priority populations indicated above.
  - 12.3 The Contractor shall provide the following patient follow-up for STD/HIV/HCV Clinical Services and HIV/HCV Targeted Testing
    - 12.3.1 Notify the IDPICSS of all HIV preliminary positive test results no later than 4 PM the following business day.
    - 12.3.2 Provide the IDPICSS with access to patients with positive diagnoses for the purpose of eliciting, identifying and locating information on sexual and/or needle sharing partners.
    - 12.3.3 Assist the IDPICSS in partner elicitation by interviewing patients with a presumed or definitive STD and/or HIV diagnosis. The interview period for each disease is specified in the protocols developed by the CDC Partner Services Guidelines. Information gathered will be provided to the IDPICSS no later than the next business day.
    - 12.3.4 Ensure that a minimum of one (1) Contractor staff member has completed the CDC Passport to Partner Services training, as funded by the IDPICSS Capacity Building Contractor. Provide additional assistance with STD/HIV investigations within the Contractor's service area during outbreak events.
    - 12.3.5 Perform an annual review of the following:
      - 12.3.5.1 Protocol that outlines the process of referring HIV positive clients into medical care which includes the steps taken to document a client has attended their first medical appointment with a HIV medical care provider.
      - 12.3.5.2 Protocol that outlines the process of referring HCV antibody positive clients into medical care. Specifically, the steps taken for clients who test HCV antibody positive and receive RNA testing at time of antibody screening and how those who are confirmed RNA positive have documentation of attendance at their first medical appointment. Additionally, the steps taken for clients who test HCV antibody positive and are not offered a RNA test on site, the steps taken to document the client has been referred to an appropriate provider for RNA testing.
      - 12.3.5.3 Protocol of the risk screening process that ensures services are being offered to the at risk populations defined by the IDPICSS or supported by other funding sources
      - 12.3.5.4 Protocol outlining how the Contractor will procure, store, dispense and tract STD medication according to CDC guidelines



## Exhibit A, Amendment #1

12.3.5.5 Perform an annual review of the recruitment plan detailing who the agency will access the priority populations indicated above.

12.3.6 Submit specimens being sent to the NH PHL within seventy-two (72) hours of specimen collection.

### 13. Compliance and Reporting Requirements

- 13.1 Comply with the DPHS security and confidentiality guidelines related to all protected health information.
- 13.2 Identify an individual who will act as the Contractor's point of contact for accurate timely reporting and respond to the IDPICSS' inquiries.
- 13.3 Properly complete and submit all required documentation on appropriate forms supplied by the IDPICSS for each client supported under this agreement which shall include client visit and testing data collection forms within thirty (30) days of specimen collection.
- 13.4 Maintain ongoing medical records that comply with the NH Bureau of Health Facility requirements for each client which shall be available upon request.
- 13.5 Review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

### 14. Numbers Served

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

### 15. Performance Measures

- 15.1 Ninety percent (90%) of HIV test results returned to client within thirty (30) days of testing date.
- 15.2 Ninety-five percent (95%) of newly identified, confirmed HIV positive test results will be returned to clients within thirty (30) days.
- 15.3 Ninety-five percent (95%) of newly identified HIV positive cases referred to medical care will attend their first medical appointment within ninety (90) days of receiving a positive test result.
- 15.4 Eighty percent (80%) of diagnosed Chlamydia cases will receive appropriate treatment within fourteen (14) days of specimen collection.
- 15.5 Eighty percent (80%) of diagnosed Gonorrhea cases will receive appropriate treatment within fourteen (14) days of specimen collection.
- 15.6 Eighty percent (80%) of diagnosed Primary or Secondary Syphilis cases will receive appropriate treatment within fourteen (14) days of specimen collection.



## Exhibit A, Amendment #1

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- 15.7 Ninety-five percent (95%) of newly identified HCV antibody positive individuals who do not receive a RNA test at the time of antibody screening will have a documented referral to medical care at that time.

**Exhibit B-2 Amendment #1 SFY 2017**

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

**Bidder Name:** Manchester Health Department

**Budget Request for:** Immunization Services

*(Name of RFP)*

**Budget Period:** SFY 2017

1. Total Salary/Wages	\$ 62,159.24	\$ -	\$ 62,159.24
2. Employee Benefits	\$ 22,440.76	\$ -	\$ 22,440.76
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ 650.00	\$ -	\$ 650.00
Medical	\$ 4,500.00	\$ -	\$ 4,500.00
Office	\$ 100.00	\$ -	\$ 100.00
6. Travel	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 150.00	\$ -	\$ 150.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 90,000.00</b>	<b>\$ -</b>	<b>\$ 90,000.00</b>

Indirect As A Percent of Direct

0.0%

Contractor's Initials: T.G.

Date: 2/3/2016

**Exhibit B-2 Amendment #1 SFY 2017**

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

**Bidder Name:** Manchester Health Department

**Budget Request for:** STD-HIV-HCV Services

*(Name of RFP)*

**Budget Period:** SFY 2017

1. Total Salary/Wages	\$ 43,617.60	\$ -	\$ 43,617.60
2. Employee Benefits	\$ 13,132.40	\$ -	\$ 13,132.40
3. Consultants	\$ 17,380.00	\$ -	\$ 17,380.00
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 670.00	\$ -	\$ 670.00
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 2,000.00	\$ -	\$ 2,000.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ 6,000.00	\$ -	\$ 6,000.00
Office	\$ 600.00	\$ -	\$ 600.00
6. Travel	\$ 400.00	\$ -	\$ 400.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 85,000.00</b>	<b>\$ -</b>	<b>\$ 85,000.00</b>

Indirect As A Percent of Direct

0.0%

Contractor's Initials: T.G.  
Date: 2/3/2016

**Exhibit B-2 Amendment #1 SFY 2017**

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

**Bidder Name:** Manchester Health Department

**Budget Request for:** TB Services

*(Name of RFP)*

**Budget Period:** SFY 2017

35000

1. Total Salary/Wages	\$	20,534.28	\$	-	\$	20,534.28
2. Employee Benefits	\$	7,965.72	\$	-	\$	7,965.72
3. Consultants	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-
5. Supplies:	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-
Medical	\$	1,800.00	\$	-	\$	1,800.00
Office	\$	100.00	\$	-	\$	100.00
6. Travel	\$	1,400.00	\$	-	\$	1,400.00
7. Occupancy	\$	-	\$	-	\$	-
8. Current Expenses	\$	-	\$	-	\$	-
Telephone	\$	-	\$	-	\$	-
Postage	\$	-	\$	-	\$	-
Subscriptions	\$	-	\$	-	\$	-
Audit and Legal	\$	-	\$	-	\$	-
Insurance	\$	-	\$	-	\$	-
Board Expenses	\$	-	\$	-	\$	-
9. Software	\$	-	\$	-	\$	-
10. Marketing/Communications	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	-	\$	-	\$	-
12. Subcontracts/Agreements	\$	1,200.00	\$	-	\$	1,200.00
13. Other (Interpretation services):	\$	2,000.00	\$	-	\$	2,000.00
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>35,000.00</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>35,000.00</b>

Indirect As A Percent of Direct

0.0%

Contractor's Initials:

Date:

T.G.  
2/3/2016

**Exhibit B-3 Amendment #1 SFY 2018**

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

**Bidder Name:** Manchester Health Department

**Budget Request for:** Immunization Services

*(Name of RFP)*

**Budget Period:** SFY 2018

1. Total Salary/Wages	\$ 62,159.24	\$ -	\$ 62,159.24
2. Employee Benefits	\$ 22,440.76	\$ -	\$ 22,440.76
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ 650.00	\$ -	\$ 650.00
Medical	\$ 4,500.00	\$ -	\$ 4,500.00
Office	\$ 100.00	\$ -	\$ 100.00
6. Travel	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 150.00	\$ -	\$ 150.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 90,000.00</b>	<b>\$ -</b>	<b>\$ 90,000.00</b>

Indirect As A Percent of Direct

0.0%

Contractor's Initials: T.G.  
Date: 2/3/2016

**Exhibit B-3 Amendment #1 SFY 2018**

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

**Bidder Name:** Manchester Health Department

**Budget Request for:** STD-HIV-HCV Services

*(Name of RFP)*

**Budget Period:** SFY 2018

1. Total Salary/Wages	\$ 43,617.60	\$ -	\$ 43,617.60
2. Employee Benefits	\$ 13,132.40	\$ -	\$ 13,132.40
3. Consultants	\$ 17,380.00	\$ -	\$ 17,380.00
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 670.00	\$ -	\$ 670.00
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 2,000.00	\$ -	\$ 2,000.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ 6,000.00	\$ -	\$ 6,000.00
Office	\$ 600.00	\$ -	\$ 600.00
6. Travel	\$ 400.00	\$ -	\$ 400.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 85,000.00</b>	<b>\$ -</b>	<b>\$ 85,000.00</b>

Indirect As A Percent of Direct

0.0%

Contractor's Initials: T.G.  
Date: 2/3/2016

**Exhibit B-3 Amendment #1 SFY 2018**

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

**Bidder Name:** Manchester Health Department

**Budget Request for:** TB Services

*(Name of RFP)*

**Budget Period:** SFY 2018

1. Total Salary/Wages	\$ 20,534.28	\$ -	\$ 20,534.28
2. Employee Benefits	\$ 7,965.72	\$ -	\$ 7,965.72
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ 1,800.00	\$ -	\$ 1,800.00
Office	\$ 100.00	\$ -	\$ 100.00
6. Travel	\$ 1,400.00	\$ -	\$ 1,400.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 1,200.00	\$ -	\$ 1,200.00
13. Other (Interpretation Services):	\$ 2,000.00	\$ -	\$ 2,000.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 35,000.00</b>	<b>\$ -</b>	<b>\$ 35,000.00</b>

Indirect As A Percent of Direct

0.0%

Contractor's Initials:

Date:

T.G.  
2/3/2016



### 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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

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

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

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



- 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.



**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- Amendment #1

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

Contractor Initials

T.G.

New Hampshire Department of Health and Human Services  
Exhibit G – Amendment #1



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:

2/3/2016  
Date

Theodore Gatsas  
Name: Theodore Gatsas  
Title: Mayor

Exhibit G- Amendment #1

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

Contractor Initials T-G

Date 2/3/2016

CERTIFICATE OF VOTE

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

1. I am duly elected City Clerk of the City of Manchester
2. The following is a true copy of an action duly adopted at a meeting of the Board of Mayor and Aldermen duly held on February 2, 2016.

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

RESOLVED: That Theodore Gatsas,  
(Mayor of the City of Manchester)

hereby is authorized on behalf of this municipality to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

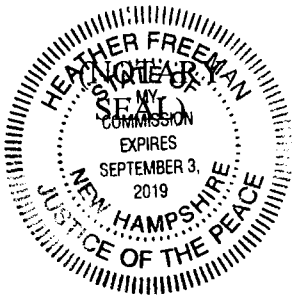
3. The foregoing action on has not been amended or revoked and remains in full force and effect as of \_\_\_\_\_, 20156
4. Theodore Gatsas (is/are) the duly elected Mayor of the City of Manchester.

Matthew Normand  
(Signature of the Clerk of the Municipality)

State of New Hampshire  
County of Hillsborough

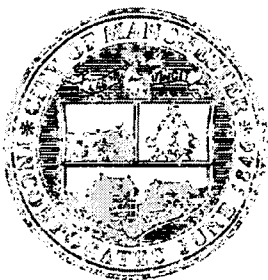
The foregoing instrument was acknowledge before me this 4<sup>th</sup> day of

February, 2016 by Matthew Normand.  
(Name of Person Signing Above)



[Signature]  
(Name of Notary Public)

Title: Notary Public/Justice of the Peace  
Commission Expires: September 3, 2019



**City of Manchester  
Office of Risk Management**

One City Hall Plaza  
Manchester, New Hampshire 03101  
(603) 624-6503 Fax (603) 624-6528  
TTY: 1-800-735-2964

**CERTIFICATE OF COVERAGE**  
**N.H. DEPARTMENT OF HEALTH & HUMAN SERVICES**  
Division of Public Health Services  
29 Hazen Drive  
Concord, New Hampshire 03301-6504

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

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

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

**DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD**

For the Manchester Health Department to work in conjunction with the State on Tuberculosis Prevention, Immunization Services, STD and HIV Services.

Issued the 10th day of February, 2016.

A handwritten signature in black ink, appearing to read "XO. Neil", is written over a horizontal line.

Safety Coordinator

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

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



**BOARD OF HEALTH**  
*Rosemary M. Caron, PhD, MPH*  
*Robert A. Duhaime, RN, MBA, MSN, Chair*  
*Fernando Ferrucci, MD, Clerk*  
*Elaine M. Michaud, Esq.*  
*Christopher N. Skaperdas, DMD*

## **CITY OF MANCHESTER**

*Health Department*

### **BOARD OF HEALTH**

Rosemary M. Caron, PhD, MPH  
29 Stonington Dr  
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(603) 629-9096 (h)  
(603) 862-3653  
Email: [Rosemary.Caron@unh.edu](mailto:Rosemary.Caron@unh.edu)  
09/06/2011-07/01/2017  
2<sup>nd</sup> Term  
Union Representative

Elaine M. Michaud, Esquire  
Devine, Millimet & Branch, P.A.  
111 Amherst Street  
Manchester NH 03101  
(603) 695-8546  
Email: [emichaud@devinemillimet.com](mailto:emichaud@devinemillimet.com)  
07/17/2012-07/01/2015  
1st term  
Lay Representative

Robert A. Duhaime, RN, MBA, MSN  
**Chair**  
213 Currier Dr  
Manchester NH 03104  
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(603) 494-4876 (c)  
(603) 663-6490 (w)  
Email: [bduhaime@cmc-nh.org](mailto:bduhaime@cmc-nh.org)  
2/17/2009-7/01/2016  
2<sup>nd</sup> term  
Nursing Representative

Christopher N. Skaperdas, DMD  
Christopher N. Skaperdas, PLLC  
101 Webster Street  
Manchester NH 03104  
(603) 668-0244 (w)  
(603) 289-8287 ©  
(603) 623-8941  
E-Mail: [skaperdas@comcast.net](mailto:skaperdas@comcast.net)  
07/17/12 -07/01/2015  
1st term  
Dental Representative

Fernando Ferrucci, MD  
**Clerk**  
926 Union St  
Manchester NH 03104  
(603) 494-6536 ©  
(603) 232-4900 (h)  
(603) 663-8350 (w)  
E-mail: [f.ferrucci@comcast.net](mailto:f.ferrucci@comcast.net)  
7/01/10-7/01/16  
2<sup>nd</sup> term  
Physician Representative

# TIMOTHY M. SOUCY, MPH, REHS

## SUMMARY OF QUALIFICATIONS

---

- 24-Year Manchester Health Department Employee, 20-Year Senior Manager
- Recognized Public Health Leader in City of Manchester and State of New Hampshire
- Experienced in Managing Employees and Budgets
- Lifelong Manchester, New Hampshire Resident

## EDUCATION

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- Master of Public Health Degree May 1998 Boston University School of Public Health, Boston, Massachusetts  
Concentration: Environmental Health
- Bachelor of Science Degree May 1989 University of Vermont, Burlington, Vermont  
Major: Biology

## PROFESSIONAL PUBLIC HEALTH EXPERIENCE

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### 02/90 – Present: Manchester Health Department

#### 12/06 – Present: Public Health Director

As the Chief Administrative Officer provides administrative oversight to all operations and activities of the Manchester Health Department including exclusive personnel responsibility, supervisory authority and budgetary authority. The Manchester Health Department routinely assesses the health of the community and recommends appropriate policies, ordinances and programs to improve the health of the community. The Department investigates and controls communicable diseases, completes environmental inspections and investigations necessary to protect the public health and is also responsible for the provision of school health services for Manchester school children. The Public Health Director also serves as the Executive Director of the Health Care for the Homeless Program (330-h) and has overseen the AmeriCorps VISTA Program and Weed & Seed Strategy.

#### 11/02 – 06/06: Public Health Preparedness Administrator

Carried out all functions of Chief of Environmental Health. In addition, planned, directed and supervised all activities to assure local readiness, interagency collaboration, and preparedness for bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies. Secured over two million dollars (\$2,000,000) in federal public health preparedness funding for the City of Manchester since 2002. Experienced in Manchester Emergency Operations Center (EOC) operations.

#### 08/94 – 11/02: Chief, Division of Environmental Health

Planned, directed and supervised all environmental health activities carried out within the City of Manchester. Evaluated and recommended public health standards, ordinances and legislation. Advised governmental leaders, community representatives, and the general public on environmental health issues. Planned and conducted professional public health training programs. Coordinated epidemiological investigations for specific disease outbreaks. Supervised division staff and evaluated personnel performance.

#### 02/90 - 08/94: Environmental Health Specialist / Sanitarian

Performed duties related to a comprehensive environmental health program, including, but not limited to inspection of food service facilities, investigation of foodborne illnesses, inspection of institutional facilities, swimming pool inspections, indoor air quality investigations, inspections of septic systems, investigation of public health nuisances, and investigation of childhood lead poisoning cases.

## PROFESSIONAL CERTIFICATIONS

- Registered Environmental Health Specialist, National Environmental Health Association, Number 85241 (Inactive)
- Designer of Subsurface Sewage Disposal Systems, State of New Hampshire, Permit number 1273 (Active)
- ServSafe Food Protection Manager Certification Course, National Restaurant Association, 1998 (Inactive)

(W) MANCHESTER HEALTH DEPARTMENT, 1528 ELM STREET  
MANCHESTER, NEW HAMPSHIRE 03101

PHONE (W): (603) 624-6466 X301 FAX (W): (603) 628-6004

E-MAIL (W): TSOU CY@MANCHESTERNH.GOV

## PROFESSIONAL ORGANIZATIONS

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- Member, National Association of County & City Health Officials (NACCHO)
- Member, American Public Health Association (APHA)
- Member, National Environmental Health Association, (NEHA)
- Member, New Hampshire Public Health Association (NHPHA)
- Member, New Hampshire Health Officer Association (NHHOA)

## HONORS AND RECOGNITIONS

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- Presenter, NACCHO Leadership Graduation, 2013
- Appointee, New Hampshire Health Exchange Advisory Board, 2012 - Present
- Poster Session, NACCHO Annual Conference, 2010
- Presenter, NALBOH Annual Conference, 2009
- Presented with Key to the City, Honorable Mayor Frank C Guinta, 2009
- Vice-Chair, Survive & Thrive Workgroup, National Association of County & City Health Officials 2009 – 2013
- Fellow, Survive & Thrive, National Association of County & City Health Officials 2008 – 2009
- Guest Lecturer, University of New Hampshire, MPH, MPA and Undergraduate Programs 2006- Present
- Associate, Leadership New Hampshire, Class of 2005
- 40 Under Forty, The Union Leader & Business and Industry Association of New Hampshire, Class of 2004
- Appointee, Legislative Study Committee for Public Health and the Environment, 2000-2003
- Inductee, Delta Omega, Public Health Honor Society, Boston University School of Public Health 1998

## CONTINUING EDUCATION

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- Reasonable Suspicion Supervisory Training, City of Manchester Human Resources, 2010
- New Hampshire Department of Environmental Services, Subsurface Bureau Educational Seminars, 2010 & 2012
- ICS 300, MGT 313, Incident Management/Unified Command, Texas A&M, 2008
- MGT -100 WMD Incident Management/Unified Command Concept, Texas A&M, 2008
- ICS 100, ICS 200, US Department of Homeland Security, 2008
- Bi-State Primary Care Association, Primary Care Conference, 2007
- Public Health Preparedness Summit, National Association of City & County Health Officials, 2006
- National Incident Management Systems (NIMS), US Department of Homeland Security, 2005
- Healthcare Leadership & Administrative Decision-Making in Response to Weapons of Mass Destruction (WMD) Incidents, US Federal Emergency Management Agency, 2004
- Forensic Epidemiology, US Department of Justice & US Centers for Disease Control & Prevention, 2003
- BioDefense Mobilization Conference, University of Washington, School of Public Health, 2002
- Emergency Response to Domestic Biological Incidents, US Department of Justice & LSU, 2001
- Financial Skills for Non-Financial Managers, University of New Hampshire, 2001
- National Environmental Health Association Annual Education Conference, NEHA, 2000
- Management Perspectives for Public Health Practitioners, US Centers for Disease Control & Prevention, 2000
- Investigating Foodborne Illnesses, US Food & Drug Administration, 1999
- Environmental Health Risks to Children, US Environmental Protection Agency, 1998
- Food Microbiological Control, US Food & Drug Administration, 1998
- Computer Assisted Modeling for Emergency Operations (CAMEO), Harvard School of Public Health, 1997
- Local Radon Coordinators Network Training, National Association of City & County Health Officials, 1996
- Introduction to Indoor Air Quality, US Environmental Protection Agency & Harvard University, 1995
- Hazard Analysis & Critical Control Point (HACCP), US Food & Drug Administration, 1995
- Safety Measurement, Bloodborne Pathogens, Confined Space Entry, University of New Hampshire, 1994
- Environmental Health Sciences, US Centers for Disease Control & Prevention, 1992
- Field Description of Soils, University of New Hampshire, 1992
- Kentucky Lead Training Workshop, Jefferson County Health Department, 1991
- Foodborne Disease Control, US Centers for Disease Control & Prevention, 1991
- Lead Paint Inspectors Course, PCG PRO-Tech Services, Massachusetts, 1990

## COMMUNITY ACTIVITIES

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- Member, Manchester Community Health Center CEO Search Committee, 2012-2013
- Member, Management Team, Manchester Homeless Day Center 2012 - Present
- Member, Board of Directors, Families in Transition, Housing Benefits, Inc., 2010 – Present
- Member, Board of Directors, Mental Health Center of Greater Manchester, 2008 – Present (Board Chair 2012 – Present)
- Leadership Greater Manchester Steering Committee, Greater Manchester Chamber of Commerce, 2008 – Present
- Volunteer, Dance Visions Network, 2007 - Present
- Member, Seniors Count Collaborating Council, Easter Seals of New Hampshire, 2006 - Present
- Member, Board of Directors, New Horizons for New Hampshire, 2004 – 2010 (Board President 2007-2009)
- Coach, Parker Varney Girls Basketball Team, 2004-2005
- Assistant Coach, Rising Stars Recreation Soccer League, 2002
- Assistant Coach, Manchester Angels Recreation Soccer League, 2001-2003
- Member, Advisory Council, Endowment for Health, Inc. 2000-2003
- Assistant Coach, Manchester West Junior Soccer League, 2000-2003
- Assistant Coach, Manchester West Junior Deb Softball League, 2000
- Member, Allocations Committee, United Way of Greater Manchester, 1998-2003
- Health Department Campaign Coordinator, Granite United Way, 1996, 2008 - 2013

## CITY OF MANCHESTER ACTIVITIES

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- Appointee, City of Manchester Ambulance Review Committee, 2013 - Present
- Appointee, City of Manchester Enterprise Resource Planning Committee, 2012 – Present
- Appointee, City of Manchester Labor / Management Committee, 2011 – Present
- Appointee, City of Manchester Local Emergency Planning Committee, 2011 – Present
- Appointee, City of Manchester Refugee and Immigrant Integration Task Force, 2010 - Present
- Appointee, City of Manchester 10-Year Plan to End Homelessness, 2010 - Present
- Appointee, City of Manchester Quality Council, 2008 – Present
- Appointee, City of Manchester AFSCME Sick Leave Bank, 2006- Present

## PHILOSOPHY

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

## HONORS AND INTERESTS

Nominated 2013 White House Champion of Change for Public Health and Prevention  
Awarded 2009 Key to the City of Manchester, Presented by Mayor Frank C. Guinta  
Awarded 2008 University of New Hampshire Department of Health Management and Policy Alumni Award  
Awarded 2006 "Top Forty Under Forty in NH", The Union Leader and the Business and Industry Association of NH  
Awarded 1998 Most Valuable Officer, Medical Command, New Hampshire Army National Guard  
Awarded 1997 Smoke Free New Hampshire Alliance Award of Merit  
Awarded 1995 Employee of the Year, City of Manchester Department of Health  
Adjunct Instructor, Dartmouth College, Dartmouth Medical School  
Guest Lecturer, University of New Hampshire, School of Health and Human Services  
Instructor, New Hampshire Institute for Local Public Health Practice

## EDUCATION

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

## CONTINUING EDUCATION

Not on My Watch/Creating Child Safe Environments	Diocese of Manchester, Manchester, NH	2013
Reasonable Suspicion Training for Supervisors	City of Manchester Human Resources Department, NH	2010
WMD Incident Management/Unified Command	Domestic Preparedness Campus, Texas A & M University	2008
National Incident Management System Introduction	Emergency Management Institute, Emmitsburg, MD	2008
Introduction to the Incident Command System	Emergency Management Institute, Emmitsburg, MD	2008
ICS for Single Resources and Initial Action Incidents	Emergency Management Institute, Emmitsburg, MD	2008
Introduction to GIS for Public Health Applications	CDC/National Center for Health Statistics, Washington, DC	1998
Introduction to Public Health Surveillance	CDC/Emory University, Atlanta, GA	1997
Measuring the Healthy People 2000 Objectives	CDC/National Center for Health Statistics, Washington, DC	1995
HIV/AIDS Counselor Partner Notification	NH Department of Health and Human Services, Concord, NH	1995

## CERTIFICATIONS

Adult CPR/AED, Pediatric CPR and First Aid	City of Manchester Health Department, Manchester, NH	2013
Basic Emergency Medical Technician	National Registry of EMT's, Parkland Medical Center, Derry, NH	1995
Aerobic/Fitness Instructor	SANTE, Dover, NH	1988

## LEADERSHIP

Granite United Way	Board of Directors, Community Impact Health Committee Co-Chair, Manchester, NH	2008-Present
Media Power Youth	Board of Directors, Manchester, NH	2007-Present
Mary Gale Foundation	Trustee, Manchester, NH	2007-Present
Manchester Weed and Seed Strategy	Planning/Steering Committee, Manchester, NH	2000-Present
Greater Manchester Association of Social Service Agencies	Executive Board, Manchester NH	1997-Present
Healthy Manchester Leadership Council	Member, Manchester, NH	1995-2012
Mayor's Study Committee on Sex Offenders	Member, Manchester, NH	2008-2009
Mental Health Center of Greater Manchester	Board of Directors, Manchester, NH	2002-2008
Leadership New Hampshire	Associate, Concord, NH	2006-2007
Seniors Count Initiative	Member, Manchester, NH	2004-2006
New Hampshire Public Health Association	Board of Directors, Concord, NH	1999-2003
Cultural Diversity Taskforce	Founding Taskforce Member, Manchester, NH	1994-1996

## PROFESSIONAL EXPERIENCE

### CITY OF MANCHESTER HEALTH DEPARTMENT

Manchester, NH

1994 - Present

#### Deputy Public Health Director

05/07 - Present

Provide Management, Supervisory and Technical Expertise Related to the Functions of a Multidisciplinary Local Public Health Department  
Direct Complex Public Health Assessment Activities and Design Community Intervention Strategies for Public Health Concerns  
Coordinate the Administration of Multiple Grant Programs and Participate in Resource Development for the Department and the Community  
Assume Duties of Public Health Director as Needed

#### Public Health Administrator

06/06 – 05/07

Headed the Community Epidemiology and Disease Prevention Division and Provided Operational Support to Communicable Disease Control Functions  
Provided Federal and State Grant Coordination and Leadership to Community Health Improvement Initiatives  
Assumed Duties of Public Health Director as Needed

#### Community Epidemiologist/Health Alert Network Coordinator

11/02 – 06/06

Headed the Public Health Assessment and Planning Division and the Health Alert Network of Greater Manchester Including Supervision of Staff  
Provided Oversight to Outside Funded Projects and Staff Including the U.S. Department of Justice Weed & Seed Strategy as well as the CDC Racial and Ethnic Approaches to Community Health 2010 Initiative  
Analyzed Population-Based Health Statistics and Provided Recommendations for Action in the Community for Public Health Improvement and Performance Measurement

#### Public Health Epidemiologist

06/96 – 11/02

Defined Key Public Health Indicators and Conducted Ongoing Assessment of Community Health Status  
Provided Continuous Analysis of Priority Areas as Identified by the Community to Help Shape Local and State Policies and Direction for Implementation of Effective Public Health Models  
Local Partnership Member in the Kellogg and Robert Wood Johnson Foundations' National Turning Point Initiative, "Collaborating for a New Century in Public Health"

#### Tobacco Prevention Coalition Coordinator

11/95 - 12/96

Mobilized the Community Through Youth Driven Initiatives  
Addressed Youth Access to Tobacco Products  
Prevented the Initiation of Tobacco Use by Children and Teens

#### Community Health Coordinator

11/94 - 12/96

Analyzed and Addressed Public Health Needs of Low-Income and Underserved Populations  
Coordinated Public Health Services with Community Health and Social Service Providers  
Project Coordinator for "Our Public Health" Monthly Cable TV Program with 50,000 Household Viewership  
Editor and Layout Designer for Quarterly Newsletter Sent to 400 Community Health and Social Services Agencies

## COMMUNITY HEALTH IMPROVEMENT REPORTS

- City of Manchester Health Department, "City of Manchester Blueprint for Violence Prevention", 2011  
<http://www.manchesternh.gov/website/LinkClick.aspx?fileticket=cA17w3w66tI%3d&tabid=3187>
- Healthy Manchester Leadership Council Report, "Believe in a Healthy Community: Greater Manchester Community Needs Assessment", 2009 <http://www.manchesternh.gov/website/Departments/Health/DataandReports/tabid/700/Default.aspx>
- Manchester Sustainable Access Project Report, "Manchester's Health Care Safety Net – Intact But Endangered: A Call to Action", 2008 <http://www.manchesternh.gov/website/Departments/Health/DataandReports/tabid/700/Default.aspx>
- Seniors Count Initiative, "Aging in the City of Manchester: Profile of Senior Health and Well-Being", 2006
- City of Manchester Health Department, "Public Health Report Cards", 2005  
<http://www.manchesternh.gov/website/Departments/Health/PublicHealthData/ArchivedHealthData/tabid/1696/Default.aspx>
- City of Manchester Health Department, "Health Disparities Among Maternal and Child Health Populations in the City of Manchester Data Report", 2000
- Healthy Manchester Leadership Council Report "The Oral Health Status of the City of Manchester, Action Speaks Louder Than Words", 1999
- Healthy Manchester Leadership Council Report "Taking a Tough Look at Adolescent Pregnancy Prevention in the City of Manchester", 1998
- United Way Compass Steering Committee, "Community Needs Assessment of Greater Manchester Data Report", 1997
- City of Manchester Health Department, "Public Health Report Cards", Recognized in the National Directory of Community Health Report Cards, UCLA Center for Children, Families & Communities, 1996

**PROFESSIONAL EXPERIENCE (CONTINUED)**

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

**MILITARY SERVICE**

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

**MILITARY TRAINING**

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

**Gabriela Walder**  
**1528 Elm Street**  
**Manchester, NH 03101**  
**(603) 628-6003, ext 334**  
**gwalder@manchesternh.gov**

**Objective:** To find a Business Services Officer position with a progressive, innovative organization that will utilize the skills my educational and work experiences have provided me.

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

State of NH Certified Public Supervisor Program – Completed 2004

Southern New Hampshire University – Graduated May 2001

Master of Science in Accounting

Undertook and completed all coursework while employed full time

Southern New Hampshire University – Graduated May 1993

Bachelors in Business Administration – Major in Human Resources

Undertook and completed all coursework while employed full time

Manchester Central High School – Graduated June 1987

Excelled in advanced courses

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

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

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

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

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

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

**Gabriela Walder**  
**1528 Elm Street**  
**Manchester, NH 03101**  
**(603) 628-6003, ext 334**  
**gwalder@manchesternh.gov**

**4/97 to 11/97      Digital Equipment Corporation      CIP Accountant**

- Maintained CIP balances and capitalized fixed assets
- Responsible for month end interplant processing and reconciliations
- Processed journal entries for CIP
- Processed paperwork for asset transfers and write-offs

**11/95 to 4/97      Digital Equipment Corporation      Lead Accountant**

- Responsible for processing invoices for US and Canada
  - Resolved problems/issues with vendors and buyers
  - Reconciled several ledger accounts
  - Prepared various monthly reports for management
- 

**4/94 to 11/95      Moore Business Forms      Cost Accountant**

- Assisted in preparation of quarterly and annual budgets
- Prepared normal hour rates, job costs, and accounting cost reports
- Assisted with weekly payroll processing
- Worked with monthly financial statements
- Performed other duties as requested by Accountant and Controller

**8/90 to 4/94      Moore Business Forms      Senior Accountant**

- Reconciled several ledger accounts and worked with Financial Statements
- Approved the payment of invoices
- Controlled capital expenses and maintained fixed asset files
- Assisted with payroll and provided complete coverage when needed

**3/89 to 8/90      Moore Business Forms      Accounts Payable Clerk**

- Processed invoices for payment and resolved problems as needed
- Verified information on invoices and matched to pertaining orders
- Maintained vendor files

**5/88 to 3/89      Moore Business Forms      Purchasing Clerk**

- Contacted vendors regarding past due orders
- Responsible for special order materials
- Assisted the Purchasing Agent and the Accounts Payable Clerk

**Technical**

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

**Manchester Health Department**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Timothy M. Soucy	Public Health Director	\$141,231	0%	\$0.00
Anna-Marie Thomas	Deputy Public Health Director	\$110,977	0%	\$0.00
Gabriela Walder	Business Services Officer	\$93,761	0%	\$0.00



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



June 9, 2014

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

*sole source*

*82% Federal funds*

*18% General funds*

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** agreement with the Manchester Health Department, Vendor #177433-B009, 1528 Elm Street, Manchester, NH 03101, in an amount not to exceed \$397,200, to provide clinical and prevention services to detect, treat and prevent the spread of Tuberculosis, Sexually Transmitted Diseases, Human Immunodeficiency Virus, Hepatitis C, and Vaccine-Preventable Disease, to be effective July 1, 2014 or date of Governor and Council approval, whichever is later, through June 30, 2016.

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90023317	46,049
SFY 2015	102-500731	Contracts for Prog Svc	90023010	23,951
SFY 2015	102-500731	Contracts for Prog Svc	90023011	20,000
			Sub Total	90,000
SFY 2016	102-500731	Contracts for Prog Svc	90023317	46,049
SFY 2016	102-500731	Contracts for Prog Svc	90023010	23,951
SFY 2016	102-500731	Contracts for Prog Svc	90023011	20,000
			Sub Total	90,000
			Sub Total	\$180,000

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

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

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

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90020006	35,000
SFY 2016	102-500731	Contracts for Prog Svc	90020006	35,000
			Sub Total	\$70,000
			TOTAL	\$397,200

### EXPLANATION

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

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

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

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

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

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

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

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

1. Related to Tuberculosis Control Services

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

2. Related to Immunization Services

By June 30, 2016:

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

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

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

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

Area served: Greater Manchester area.

Source of Funds: Source of Funds is 82.38% Federal Funds from the US Centers for Disease Control and Prevention and 17.62% General Funds.

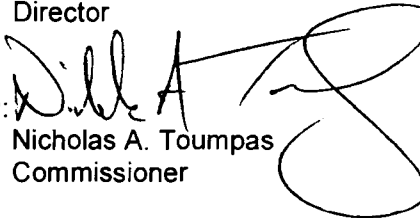
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:


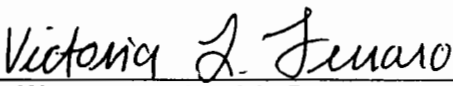
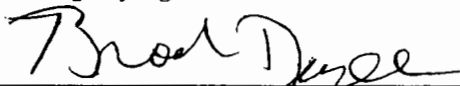
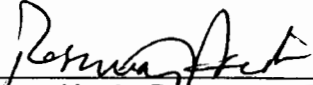


Nicholas A. Toumpas  
Commissioner

Subject: Infectious Disease Prevention and Control**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Manchester Health Department		<b>1.4 Contractor Address</b> 1528 Elm Street Manchester, NH 03101	
<b>1.5 Contractor Phone Number</b> 603-624-6466	<b>1.6 Account Number</b> Account numbers identified in Exhibit B	<b>1.7 Completion Date</b> June 30, 2016	<b>1.8 Price Limitation</b> \$397,200.00
<b>1.9 Contracting Officer for State Agency</b> Brook Dupee, Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Theodore Gatsas, Mayor	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>6/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> VICTORIA L. FERRARO, Notary Public My Commission Expires April 28, 2015 constituent services Rep.			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brook Dupee, Bureau Chief	
<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:  On: <u>6-12-14</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.

J. G.  
6/5/14

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

## **14. INSURANCE.**

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

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

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

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

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

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.

J. G.  
6/5/14



## Exhibit A

### SCOPE OF SERVICES

## Part A: Tuberculosis

### 1. Project Description

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

### 2. Required Tuberculosis Activities and Deliverables

#### 2.1. Case Management Activities

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

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

#### 2.2. Screening and Targeted Testing

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

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

#### 2.3. Screening Required Activities

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

*J. G.*  
*6/5/14*



## Exhibit A

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

### 3. Reporting Requirements

#### 3.1. Reporting Requirements

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

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

The contractor shall assure that for all LTBI cases:

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

### 4. Treatment and Monitoring Standards

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

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

Exhibit A – Scope of Services

Contractor Initials

*J. G.*  
*6/5/14*



## Exhibit A

identification to provide counseling and assessment;

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

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

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

### 4.2. Laboratory Monitoring

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

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

### 4.3. Isolation

Isolation shall be established, monitored and discontinued as required

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

### 4.4. Contact Investigation Standards

Contact investigation is initiated and completed promptly.

J. G.  
6/5/14



## Exhibit A

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

### 4.5. For all TB Clients

The contractor shall:

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

### 4.6. NH Tuberculosis Financial Assistance (TBFA)

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

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

### 4.7. Additional Program Services

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

## 5. Performance Measures

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

### 5.1. Completion of Treatment

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

Exhibit A – Scope of Services

Contractor Initials

J. G.  
6/5/14



## Exhibit A

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

### 5.2. Known Human Immunodeficiency Virus (HIV) Status

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

### 5.3. Contact Investigations

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

### 5.4. Evaluation of Immigrants and Refugees

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

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

## 6. Cultural Considerations

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

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

U.G.  
6/5/14



## Exhibit A

### Part B: Immunizations.

#### 7. Project Description

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

#### 8. Required Immunization Activities and Deliverables

1. The Health Department will strategically align and connect the health care delivery system with community and public health services to increase the number of children, adolescents and adults who are immunized with vaccines as recommended by the Advisory Committee on Immunization Practice (ACIP) and the State of New Hampshire.
  - a. Determine where populations in the community access immunization services and determine if any populations are unable to access services, and why.
  - b. Coordinate with public and private medical offices to assure that all populations (insured and uninsured) have access to immunization services.
  - c. Develop promotional/educational campaigns to increase immunizations for populations identified in (a) above.
  - d. Administer vaccines available through the New Hampshire Immunization Program to uninsured children, adolescents and adults, with considering of implementing a sliding fee scale by end of the contract period.
  - e. Increase the number of influenza immunization clinics in city schools for all students, regardless of insurance status.
2. The Health Department will, under the guidance of the Immunization Section Quality Assurance Coordinator, assess provider offices for standards established by the Centers for Disease Control and Prevention (CDC) and the Department of Health and Human Services (DHHS), and/or for the rate of immunization series completion, as recommended by the ACIP and the Immunization Section.
  - a. The Health Department staff assigned to provider visits will attend annual trainings offered by the Immunization Section and
  - b. The Health Department clinical staff (at least 2) will attend the NH Immunization Conference and any training required to maintain knowledge of Vaccine for Children policies, childcare assessment strategies and technology.
  - c. The Health Department will visit and assess up to 50% of the enrolled **local** vaccine providers (as assigned by the Quality Assurance Coordinator), using CDC/Immunization Section developed tools and guidelines, and report the results via File Transfer Protocol (FTP), Immunization Information System or Secure Access Management Services (SAMS) Portal to the Immunization Section within one month of the visit.
  - d. Distribute material approved by the Immunization Section for the purposes of educating medical providers, staff and patients about the reasons for, benefits and risks of vaccination.

*J. G.*  
6/5/14



## Exhibit A

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

## 9. Reporting Requirements

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

## 10. Performance Measures

By June 30, 2016:

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

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

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### Exhibit A

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

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

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## Exhibit A

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

## 11. Project Description

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

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

### 12.1. STD/HIV/HCV Clinical Services Activities

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

### 12.2. Targeted HIV/HCV Testing Activities

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

Exhibit A – Scope of Services

Contractor Initials

Date

*J.G.*  
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## Exhibit A

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

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

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

## 13. Compliance and Reporting Requirements

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

## 14. Numbers Served

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

Exhibit A – Scope of Services

Contractor Initials

Date

*[Handwritten Signature]*  
*[Handwritten Date: 6/5/14]*



## Exhibit A

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

### 15. Performance Measures

#### Goal#1

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

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

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

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

#### Goal#2

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

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

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

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

#### Goal#3

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

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

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

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

#### Goal#4

To ensure appropriate and timely treatment for Chlamydia infection.

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

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

J.g.  
6/5/14



## Exhibit A

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

### Goal#5

To ensure appropriate and timely treatment for Gonorrhea infection.

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

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

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

### Goal#6

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

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

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

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

### Goal#7

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

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

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

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

J.G.  
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## Exhibit B

### Method and Conditions Precedent to Payment

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

Service	Amount	State of NH Acct Numbers	Funding Source	CFDA	FAIN
Immunization	180,000.00	05-95-90-902510-5178-102-500731	100% federal funds from the U.S. Centers for Disease Control and Prevention	93.268	H23IP000757
HIV prevention services	127,200.00	05-95-90-902510-5189-102-500731	100% federal funds from the U.S. Centers for Disease Control and Prevention	93.940	U62PS003655
STD prevention services	20,000.00	05-95-90-902510-2227-102-500731	100% federal funds from the U.S. Centers for Disease Control and Prevention	93.977	H25PS004339
Tuberculosis prevention services	70,000.00	05-95-90-902510-5170-102-500731	100% general funds		
<b>TOTAL</b>	<b>397,200.00</b>				

- 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) 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

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

J.G.  
6/5/14  
5



## Exhibit B

expenses related to the Services, as detailed in Exhibit B-1 – SFY 2015 and Exhibit B-1 – SFY 2016 Budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State. DHHS funding may not be used to replace funding for a program already funded from another source.

- 4) This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
- 5) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred upon compliance with reporting requirements and performance and utilization review. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
- 6) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.
- 7) The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.
- 8) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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6/5/14

# Exhibit B-1 (SFY 2015) Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Manchester Health Department

Budget Request for: Immunization Services

(Name of service)

Budget Period: SFY 2015

Line Item:	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 62,159.24	\$ -	\$ 62,159.24	
2. Employee Benefits	\$ 22,440.76	\$ -	\$ 22,440.76	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ 650.00	\$ -	\$ 650.00	
Medical	\$ 4,500.00	\$ -	\$ 4,500.00	
Office	\$ 100.00	\$ -	\$ 100.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 150.00	\$ -	\$ 150.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 90,000.00</b>	<b>\$ -</b>	<b>\$ 90,000.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-1 - Budget

Contractor Initials: J. G.

CH/DHHS/011414

Page 1 of 1

Date: 6/5/14

# Exhibit B-1 (SFY 2015)

## Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Manchester Health Department

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

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 43,617.60	\$ -	\$ 43,617.60	
2. Employee Benefits	\$ 7,152.40	\$ -	\$ 7,152.40	
3. Consultants	\$ 16,380.00	\$ -	\$ 16,380.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 300.00	\$ -	\$ 300.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ 650.00	\$ -	\$ 650.00	
Medical	\$ 5,000.00	\$ -	\$ 5,000.00	
Office	\$ 100.00	\$ -	\$ 100.00	
6. Travel	\$ 400.00	\$ -	\$ 400.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 73,600.00</b>	<b>\$ -</b>	<b>\$ 73,600.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-1 - Budget

Contractor Initials: JG.

Date: 6/5/14

# Exhibit B-1 (SFY 2015) Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Manchester Health Department

Budget Request for: TB Services

(Name of service)

Budget Period: SFY 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 20,534.28	\$ -	\$ 20,534.28	
2. Employee Benefits	\$ 10,151.45	\$ -	\$ 10,151.45	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 2,250.00	\$ -	\$ 2,250.00	
Office	\$ 100.00	\$ -	\$ 100.00	
6. Travel	\$ 1,964.27	\$ -	\$ 1,964.27	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 35,000.00</b>	<b>\$ -</b>	<b>\$ 35,000.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-1 - Budget

Contractor Initials: JG.

CH/DHHS/011414

Page 1 of 1

Date: 6/5/14

# Exhibit B-1 (SFY 2016)

## Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Manchester Health Department

Budget Request for: Immunization Services  
(Name of service)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 62,159.24	\$ -	\$ 62,159.24	
2. Employee Benefits	\$ 22,440.76	\$ -	\$ 22,440.76	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ 650.00	\$ -	\$ 650.00	
Medical	\$ 4,500.00	\$ -	\$ 4,500.00	
Office	\$ 100.00	\$ -	\$ 100.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 150.00	\$ -	\$ 150.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 90,000.00</b>	<b>\$ -</b>	<b>\$ 90,000.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-1 - Budget

Contractor Initials:

*J. G.*

Date:

*6/5/14*

# Exhibit B-1 (SFY 2016) Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Manchester Health Department

Budget Request for: STD-HIV-HCV Services

(Name of service)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 43,617.60	\$ -	\$ 43,617.60	
2. Employee Benefits	\$ 7,152.40	\$ -	\$ 7,152.40	
3. Consultants	\$ 16,380.00	\$ -	\$ 16,380.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 300.00	\$ -	\$ 300.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ 650.00	\$ -	\$ 650.00	
Medical	\$ 5,000.00	\$ -	\$ 5,000.00	
Office	\$ 100.00	\$ -	\$ 100.00	
6. Travel	\$ 400.00	\$ -	\$ 400.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 73,600.00</b>	<b>\$ -</b>	<b>\$ 73,600.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-1 - Budget

Contractor Initials: J.G.

CH/DHHS/011414

Page 1 of 1

Date: 6/5/14

# Exhibit B-1 (SFY 2016) Budget Form

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Manchester Health Department

Budget Request for: TB Services

(Name of service)

Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 20,534.28	\$ -	\$ 20,534.28	
2. Employee Benefits	\$ 10,151.45	\$ -	\$ 10,151.45	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 2,250.00	\$ -	\$ 2,250.00	
Office	\$ 100.00	\$ -	\$ 100.00	
6. Travel	\$ 1,964.27	\$ -	\$ 1,964.27	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 35,000.00</b>	<b>\$ -</b>	<b>\$ 35,000.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-1 - Budget

Contractor Initials: JG.

Date: 6/5/14



### SPECIAL PROVISIONS

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

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

Signature: [Handwritten Signature]  
Date: 6/5/14

New Hampshire Department of Health and Human Services  
Exhibit C



- 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.

D.G.  
6/5/14

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

Exhibit C – Special Provisions

Contractor Initials

Date

19.  
6/5/14



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

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6/5/14



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Extension:**

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

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

  - 14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$275,000 per claim and \$925,000 per occurrence, and.

J. g.  
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**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

J. G.  
6/5/14

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name: Manchester Health Department

6/5/14  
Date

Theodore Gatsas  
Name: Theodore Gatsas  
Title: Mayor

Contractor Initials J.G.  
Date 6/5/14



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

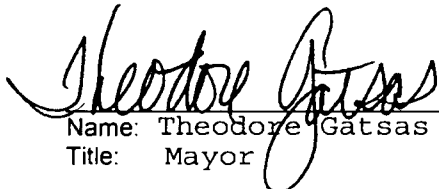
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name: Manchester Health Department

6/5/14  
Date

  
Name: Theodore Gatsas  
Title: Mayor



**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

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6/5/14



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 (l)(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: Manchester Health Department

6/5/14  
Date

Theodore Gatsas  
Name: Theodore Gatsas  
Title: Mayor

19  
6/5/14



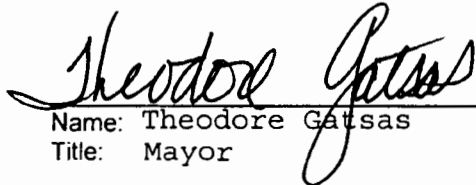
**CERTIFICATION REGARDING**  
**THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

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

Contractor Name: Manchester Health Department

6/5/14  
Date

  
Name: Theodore Gatsas  
Title: Mayor

THG  
6/5/14



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: Manchester Health Department

6/5/14  
Date

Theodore Gatsas  
Name: Theodore Gatsas  
Title: Mayor

Contractor Initials J.G.  
Date 6/5/14



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.

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Exhibit I

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

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below;
  - 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

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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.

J. G.  
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Exhibit I

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

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

3/2014

Contractor Initials

Date

J.G.  
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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.

3/2014

Contractor Initials

Date

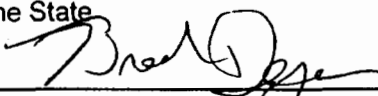

J. G.  
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Exhibit I

- 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.

<u>Department of Health and Human Svcs</u>	<u>Manchester Health Department</u>
<u>The State</u>	<u>Name of the Contractor</u>
	
<u>Signature of Authorized Representative</u>	<u>Signature of Authorized Representative</u>
<u>Brook Dupee</u>	<u>Theodore Gatsas</u>
<u>Name of Authorized Representative</u>	<u>Name of Authorized Representative</u>
<u>Bureau Chief</u>	<u>Mayor</u>
<u>Title of Authorized Representative</u>	<u>Title of Authorized Representative</u>
<u>6/10/14</u>	<u>6/5/14</u>
<u>Date</u>	<u>Date</u>



**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.

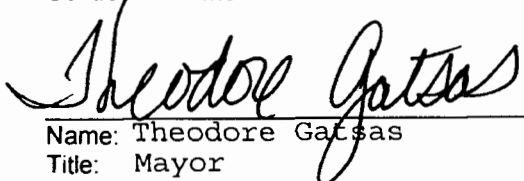
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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: Manchester Health Department

6/5/14  
Date

  
Name: Theodore Gatsas  
Title: Mayor

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 790913636
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?

X 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 X 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: _____

J.G.  
6/5/14



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

This 1st Amendment to the Infectious Disease Prevention and Control contract (hereinafter referred to as "Amendment #1") dated January 20, 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 Nashua, Division of Public Health and Community (hereinafter referred to as "the Contractor"), a municipality with a place of business 18 Mullberry Street, Nashua, NH 03060

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 2, 2014 (item #30), 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 of the Agreement, and Exhibit C-1 Paragraph 3, the State may renew the contract for two (2) additional years by written agreement of the parties and approval of the Governor and Executive Council; and,

WHEREAS, the parties agree to extend the Contract for two (2) years and increase the price limitation; 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:

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:  
June 30, 2018
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$697,200
3. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read:  
Eric D. Borrin
4. Form P-37, General Provisions, Item 1.10, State Agency Telephone Number, to read:  
(603) 271-9558
5. Delete Exhibit A, Scope of Services and replace with Exhibit A, Amendment #1, Scope of Services.



6. Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 1, to read:

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

Service	Amount	Account Number	Funding Source	CFDA	FAIN
Immunization	\$240,000	05-95-90-902510-5178-102-500731	100% federal funds from the U.S> Centers for Disease Control and Prevention	93.268	H23IP000757
HIV Prevention Services	\$257,200	05-95-90-902510-5189-102-500731	100% federal funds from the U.S> Centers for Disease Control and Prevention	93.940	U62PS003655
STD Prevention Services	\$60,000	05-95-90-902510-2227-102-500731	100% federal funds from the U.S> Centers for Disease Control and Prevention	93.977	H25PS004339
Tuberculosis Prevention Services	\$140,000	05-95-902510-5170-102-500731	100% General Funds		
<b>Total:</b>	<b>\$697,200</b>				

7. Add Exhibit B-2 Amendment #1 SFY 2017 and Exhibit B-3 Amendment #1 SFY 2018,
8. Delete Exhibit C, Special Provisions, and replace with Exhibit C Amendment #1, Special Provisions.
9. Delete Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G Amendment #1, 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  
Infectious Disease Prevention and Control**

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

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

4/11/16  
Date

State of New Hampshire  
Department of Health and Human Services

Marcella J. Bobinsky  
NAME Marcella J. Bobinsky  
TITLE Acting Director, DPHS

City of Nashua, Division of Public Health and Community

3/25/16  
Date

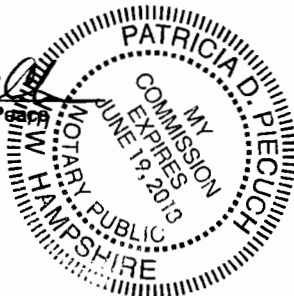
James W. Donche  
NAME James W. Donche  
TITLE Mayor

**Acknowledgement:**

State of NH, County of Hillsborough on March 25, 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.

Signature of Notary Public or Justice of the Peace

Patricia D. Pecuch  
Name and Title of Notary or Justice of the Peace



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

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

OFFICE OF THE ATTORNEY GENERAL

Date 5/2/14

\_\_\_\_\_  
Name: Megan A. Lask  
Title: 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:



## Exhibit A, Amendment #1

### Scope of Services

#### Part A: Tuberculosis

##### 1. Project Description

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

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

###### 2.1 Case Management Activities

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

- 2.1.1 Provide case management services and supervision until prescribed treatment is completed.
- 2.1.2 Monitor for adherence and adverse reactions of treatment by visiting clients regularly.
- 2.1.3 Supervise isolation of individuals with infectious TB when ordered by the New Hampshire DHHS, DPHS.
- 2.1.4 Conduct contact investigations within ten (10) business days to identify all exposed individuals.
- 2.1.5 Arrange for tuberculin skin testing or Interferon Gamma Release Assay (IGRA) testing.
- 2.1.6 Ensure treatment is prescribed, if infected.

###### 2.2 Screening and Targeted Testing

Screening shall be targeted to high-risk populations as identified by the DPHS which shall include but not limited to:

- 2.2.1 Children five (5) years of age or younger
- 2.2.2 Immunocompromised persons; Human Immunodeficiency Virus Infection (HIV), Acquired Immunodeficiency Syndrome (AIDS), those on cancer treatments or high-dose steroids, Tumor necrosis factor alpha antagonists or those who have recently undergone transplant procedures



## Exhibit A, Amendment #1

- 
- 2.2.3 Recent converters
  - 2.2.4 Contact to recent active case of pulmonary TB
  - 2.2.5 Class A/B immigrants.
- 2.3 Screening Required Activities
- 2.3.1 Ensure that all Class A, B1, and B2 and B3 arrivals receive a tuberculin skin test (TST) or Blood Assay for Mycobacterium Tuberculosis (BAMT) and symptom screen within ten (10) business days of notification of arrival.
  - 2.3.2 Inform medical providers of the need to comply with the US Immigration and Customs Enforcement (ICE) standard for Class B1, B2, and B3 immigrant medical evaluations within thirty (30) days of arrival.
  - 2.3.3 Provide a tuberculin skin test to all other newly arrived refugees within thirty (30) days of notification of arrival.
  - 2.3.4 Ensure that refugees with positive TSTs or BAMTs are evaluated and that recommendations are made for treatment of LTBI to the medical provider.
  - 2.3.5 Ensure that all others identified as high risk are provided with a screening test as indicated.
  - 2.3.6 Conduct an investigation on all TST or BAMT positive children less than five (5) years of age to identify source case.
  - 2.3.7 Arrange a medical diagnosis for all individuals with a positive TST, to include recommendations for HIV testing.
  - 2.3.8 Document a medical diagnosis within sixty (60) days of the start of treatment.
  - 2.3.9 Report the diagnosis, ruled out or confirmed, to the IDPICSS.
  - 2.3.10 Submit a completed NH TB Program Investigation form to the IDPICSS within ten (10) business days of results.
3. Reporting Requirements
- 3.1 The Contractor shall provide the following for active TB cases;
    - 3.1.1 Submit the NH TB Investigation form (via fax) and a template for suspect active and active TB cases via email to the Infectious Disease Nurse Manager within one (1) business day of initial report.
    - 3.1.2 Submit The Report of Verified Case of TB (RVCT) within thirty (30) days of diagnosis.
    - 3.1.3 Submit the Initial Drug Susceptibility Report (RVCT Follow Up Report 1) within thirty (30) days of sensitivity results.
    - 3.1.4 Submit the Completion Report (RVCT Follow-up Report 2) within thirty (30) days of discharge regardless of residence location.
  - 3.2 The Contractor shall provide the following for identified LTBI cases;
    - 3.2.1 A determination of eligibility of TB case management services based on the risk category.



## Exhibit A, Amendment #1

- 3.2.2 Submit the completed NH TB Investigation Form with the TB Discharge Form to the IDPICSS.

### 4. Treatment and Monitoring Standards

- 4.1 Treatment and the monitoring of treatment shall be provided utilizing the guidance of the Centers for Disease Control and Prevention (CDC) and the IDPICSS which shall include:
- 4.1.1 Evaluate the potential use of electronic DOT (eDOT)
  - 4.1.2 Provide the patient's medical provider with the current CDC and/or the American Thoracic Society Guidelines for baseline and ongoing laboratory testing, vision and hearing screening.
  - 4.1.3 Arrange treatment for all eligible Class A and Class B arrivals with LTBI and assure completion of treatment according to clinical guidelines.
  - 4.1.4 Provide consultation to medical providers regarding treatment recommendation for all high risk groups.
  - 4.1.5 Provide recommendation for treatment about the importance of adherence to treatment guidelines.
  - 4.1.6 Ensure that telephone contact is made with the active or suspect active client within twenty-four (24) hours of identification of a case or a suspect case.
  - 4.1.7 Conduct a face to face visit to the identified active case or suspect active case within three (3) business days of identification to provide counseling and assessment.
  - 4.1.8 Monitor treatment adherence and adverse reaction to treatment by conducting a minimum of monthly visits for active cases or monthly phone calls for LTBI cases until treatment is completed.
  - 4.1.9 Document and report unusual symptoms and severe adverse drug reactions to the medical provider and the IDPICSS within twenty-four hours of assessment.
- 4.2 A plan for Directly Observed Therapy (DOT) shall be established by:
- 4.2.1 Evaluate each patient and his/her environment to determine the most appropriate person(s) to provide DOT.
  - 4.2.2 If the DOT provider is not a Contractor employee, the Contractor staff will provide DOT education to that provider and recommend DOT as the standard of care for all clients with TB.
  - 4.2.3 Develop a DOT calendar to include the following information: drug, dose, route, frequency, duration, observer name and changes in any of these to be reviewed at least monthly.
  - 4.2.4 Non-adherence to treatment shall be reported to the IDPICSS within three (3) days.
  - 4.2.5 Clients not placed on DOT shall be reported to the IDPICSS within one (1) week of treatment initiation or confirmed diagnosis.
  - 4.2.6 Adherence of clients self-administering medications shall be monitored by contact with the patient every two weeks, as well as monthly



## Exhibit A, Amendment #1

unannounced visits to monitor pill counts, pharmacy refills or urine testing.

### 4.3 Laboratory Monitoring

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

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

### 4.4 Isolation

Isolation shall be established, monitored and discontinued as required. The Contractor shall:

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

### 4.5 Contact Investigation Standards

Contact investigation is initiated and completed promptly. The Contractor shall:

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



## Exhibit A, Amendment #1

### 4.6 All TB Clients

The Contractor shall:

- 4.6.1 Provide patient teaching per IDPICSS Assessment and Education form.
- 4.6.2 Develop, implement and annually review a policy for the maintenance of confidential client records.
- 4.6.3 Obtain a signed release of information from each client receiving services.
- 4.6.4 Comply with all laws related to the protection of client confidentiality and management of medical records.
- 4.6.5 Submit a copy of the client record to the IDPICSS within thirty (30) days of completion of therapy or discharge.

### 4.7 NH Tuberculosis Financial Assistance (TBFA)

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

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

### 4.8 Additional Program Services

The Contractor shall:

- 4.8.1 Participate in the weekly Outbreak Team meetings and present on active and ongoing TB disease case investigations.
- 4.8.2 Attend mandatory annual case reviews and chart audit when scheduled.
- 4.8.3 Maintain a trained and proficient workforce at all times.

## 5. Performance Measures

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

### 5.1 Completion of Treatment

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



## Exhibit A, Amendment #1

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- 5.1.3 Ensure that a minimum of ninety percent (90%) of clients with pulmonary TB complete treatment by DOT within twelve (12) months of treatment initiation.
  - 5.1.4 Ensure that a minimum of ninety percent (90%) of clients with pulmonary TB complete treatment by DOT within twelve (12) months of documented treatment initiation.
  - 5.2 Human Immunodeficiency Virus (HIV) Status
    - 5.2.1 Ensure that a minimum of 90% of newly reported persons with Active TB have a documented HIV test.
  - 5.3 Contact Investigations
    - 5.3.1 Ensure that a minimum of ninety-five percent (95%) of close contacts be evaluated\* for LTBI or TB.
    - 5.3.2 Ensure that a minimum of ninety percent (90%) of infected close contacts complete treatment.
  - 5.4 Evaluation of Immigrants and Refugees
    - 5.4.1 Ensure that a minimum of ninety percent (90%) of Class A and Class B arrivals be evaluated\* for TB and LTBI within thirty (30) days of arrival notification
    - 5.4.2 Ensure that a minimum of ninety percent (90%) of Class A and Class B arrivals with LTBI complete treatment within twelve (12) months of initiation

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

## 6. Cultural Considerations

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



## Exhibit A, Amendment #1

### Part B: Immunizations

#### 7. Project Description

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

#### 8. Required Immunization Activities and Deliverables

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



## Exhibit A, Amendment #1

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- 8.2.5 Educate a minimum of ten (10) childcare providers annually using Immunization Section developed tools and guidelines. Report results of the visits, as completed.



## Exhibit A, Amendment #1

### 9. Reporting Requirements

9.1 The Contractor shall provide the following data to monitor program performance:

- 9.1.1 A quarterly report to include:
- 9.1.2 Number of uninsured children, adolescents and adults vaccinated at the primary clinic and at other venues.
- 9.1.3 Information on the interventions which were employed as a result of the needs assessment
- 9.1.4 Number of children/adults vaccinated at school-based influenza clinics
- 9.1.5 A detailed summary of educational and outreach materials distributed
- 9.1.6 An annual report to include:
  - 9.1.6.1 Number of staff who conduct assessments that received annual training offered by the Immunization Section
  - 9.1.6.2 Number of staff who attended the NH Immunization Conference
  - 9.1.6.3 The Contractor will obtain information from the New Hampshire school survey reports, which is provided by the state, to determine that children attending public schools have up to date immunization coverage.
- 9.1.7 An annual report on all assigned provider visits which were completed per CDC requirements shall be reported within seven (7) days of the visit.
- 9.1.8 An annual report detailing the results of the childcare visits to be submitted, as completed.

### 10. Performance Measures

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

- 10.1 Work in collaboration with the Greater Nashua Public Health Region's (GNPHR) medical providers to ensure that a minimum of ninety seven percent (97%) of public school children are vaccinated with all required vaccinations.
- 10.2 Work in collaboration with the Greater Nashua Public Health Regions' (GNPHR) medical providers towards the goal that seventy percent (70%) of school aged children will be vaccinated against influenza as reported by the Immunization Information System, when available.

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

### 11. Project Description

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



## Exhibit A, Amendment #1

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

#### 12.1 The Contractor shall provide the following STD/HIV/HCV Clinical Service:

- 12.1.1 Provide HIV and HCV counseling and referral services.
- 12.1.2 Provide HIV testing utilizing 4<sup>th</sup> generation HIV testing for those individuals who meet criteria and rapid testing technology for all others in accordance with CDC treatment guidelines.
- 12.1.3 Provide HCV testing utilizing rapid test technology for those who meet criteria in accordance with CDC treatment guidelines.
- 12.1.4 Provide no-cost STD testing based on IDPICSS criteria.
- 12.1.5 Accept referrals from the Department of active or on-going TB disease investigation clients and offer HIV testing.
- 12.1.6 Provide an annual reasonable fee scale which includes itemized cost for an office visit and screening for each of the following: HIV, HCV, syphilis, gonorrhea and chlamydia for those who are not eligible for no-cost services based on IDPICSS criteria.
- 12.1.7 Provide an annual protocol outlining how the Contractor will procure, store, dispense and track STD medication according to CDC guidelines.

#### 12.2 The Contractor shall provide the following HIV/HCV Testing Activities

- 12.2.1 Provide voluntary confidential HIV Counseling, Testing and Referral Services using rapid testing technology in accordance with CDC treatment guidelines to the following priority populations identified to be at increased risk of HIV infection:
  - 12.2.1.1 Sex and needle sharing partners of people living with HIV
  - 12.2.1.2 Men who have sex with men
  - 12.2.1.3 Black or Hispanic women
  - 12.2.1.4 Individuals who have ever shared needles
  - 12.2.1.5 Individuals who were ever incarcerated
  - 12.2.1.6 Contacts to a positive STD case and those who are symptomatic of a bacterial STD
- 12.2.2 Provide voluntary confidential HCV Counseling, Testing and Referral Services using rapid testing technology in accordance with CDC treatment guidelines to the following priority populations identified to be at increased risk of HCV infection:
  - 12.2.2.1 Individuals who have ever shared needles or drug works for injection drug use
  - 12.2.2.2 Individuals who were ever incarcerated
- 12.2.3 Provide voluntary confidential STD testing and/or treatment based on criteria set forth by IDPICSS.



## Exhibit A, Amendment #1

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- 12.2.3.1 Submit all specimens that qualify for no-cost testing based on criteria set forth by DPHS to the NH PHL.
  - 12.2.3.2 Ensure that all clients with a positive STD test are treated based on the most recent CDC STD Treatment Guidelines.
  - 12.2.3.3 Ensure all clients who present as a contact to a positive STD case are treated and tested based on the most recent CDC STD Treatment Guidelines.
  - 12.2.4 Perform an annual review of the recruitment plan detailing who the agency will access the priority populations indicated above.
  - 12.3 The Contractor shall provide the following patient follow-up for STD/HIV/HCV Clinical Services and HIV/HCV Targeted Testing
    - 12.3.1 Notify the IDPICSS of all HIV preliminary positive test results no later than 4 PM the following business day.
    - 12.3.2 Provide the IDPICSS with access to patients with positive diagnoses for the purpose of eliciting, identifying and locating information on sexual and/or needle sharing partners.
    - 12.3.3 Assist the IDPICSS in partner elicitation by interviewing patients with a presumed or definitive STD and/or HIV diagnosis. The interview period for each disease is specified in the protocols developed by the CDC Partner Services Guidelines. Information gathered will be provided to the IDPICSS no later than the next business day.
    - 12.3.4 Ensure that a minimum of one (1) Contractor staff member has completed the CDC Passport to Partner Services training, as funded by the IDPICSS Capacity Building Contractor. Provide additional assistance with STD/HIV investigations within the Contractor's service area during outbreak events.
    - 12.3.5 Perform an annual review of the following:
      - 12.3.5.1 Protocol that outlines the process of referring HIV positive clients into medical care which includes the steps taken to document a client has attended their first medical appointment with a HIV medical care provider.
      - 12.3.5.2 Protocol that outlines the process of referring HCV antibody positive clients into medical care. Specifically, the steps taken for clients who test HCV antibody positive and receive RNA testing at time of antibody screening and how those who are confirmed RNA positive have documentation of attendance at their first medical appointment. Additionally, the steps taken for clients who test HCV antibody positive and are not offered a RNA test on site, the steps taken to document the client has been referred to an appropriate provider for RNA testing.
      - 12.3.5.3 Protocol of the risk screening process that ensures services are being offered to the at risk populations defined by the IDPICSS or supported by other funding sources



## Exhibit A, Amendment #1

- 12.3.5.4 Protocol outlining how the Contractor will procure, store, dispense and tract STD medication according to CDC guidelines
- 12.3.5.5 Perform an annual review of the recruitment plan detailing who the agency will access the priority populations indicated above.

12.3.6 Submit specimens being sent to the NH PHL within seventy-two (72) hours of specimen collection.

### 13. Compliance and Reporting Requirements

- 13.1 Comply with the DPHS security and confidentiality guidelines related to all protected health information.
- 13.2 Identify an individual who will act as the Contractor's point of contact for accurate timely reporting and respond to the IDPICSS' inquiries.
- 13.3 Properly complete and submit all required documentation on appropriate forms supplied by the IDPICSS for each client supported under this agreement which shall include client visit and testing data collection forms within thirty (30) days of specimen collection.
- 13.4 Maintain ongoing medical records that comply with the NH Bureau of Health Facility requirements for each client which shall be available upon request.
- 13.5 Review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

### 14. Numbers Served

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

### 15. Performance Measures

- 15.1 Ninety percent (90%) of HIV test results returned to client within thirty (30) days of testing date.
- 15.2 Ninety-five percent (95%) of newly identified, confirmed HIV positive test results will be returned to clients within thirty (30) days.
- 15.3 Ninety-five percent (95%) of newly identified HIV positive cases referred to medical care will attend their first medical appointment within ninety (90) days of receiving a positive test result.
- 15.4 Eighty percent (80%) of diagnosed Chlamydia cases will receive appropriate treatment within fourteen (14) days of specimen collection.
- 15.5 Eighty percent (80%) of diagnosed Gonorrhea cases will receive appropriate treatment within fourteen (14) days of specimen collection.



## Exhibit A, Amendment #1

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

# Exhibit B-2 Amendment #1 SFY 2017

New Hampshire Department of Health and Human Services

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

Budget Request for: Immunization Services

(Name of RFP)

Budget Period: SFY 2017

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

10.0%

## Exhibit B-2 Amendment #1 SFY 2017

### New Hampshire Department of Health and Human Services

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

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

Budget Period: SFY 2017

Item/Item	Direct Amount	Indirect Price	Total
1. Total Salary/Wages	\$ 42,803.00	\$ 5,560.00	\$ 48,363.00
2. Employee Benefits	\$ 19,103.00	\$ -	\$ 19,103.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:		\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 200.00	\$ -	\$ 200.00
Lab	\$ 100.00	\$ -	\$ 100.00
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ 1,000.00	\$ -	\$ 1,000.00
Office	\$ 500.00	\$ -	\$ 500.00
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ 100.00	\$ -	\$ 100.00
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,784.00	\$ -	\$ 3,784.00
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00
12. Subcontracts/Agreements	\$ 8,000.00	\$ -	\$ 8,000.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Disposal Services	\$ 850.00	\$ -	\$ 850.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 79,440.00</b>	<b>\$ 5,560.00</b>	<b>\$ 85,000.00</b>

Indirect As A Percent of Direct

7.0%

Contractor Initials: 

Date: 3-23-16

# Exhibit B-2 Amendment #1 SFY 2017

New Hampshire Department of Health and Human Services

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

Budget Request for: TB Services

(Name of RFP)

Budget Period: SFY 2017

1. Total Salary/Wages	\$	18,000.00	\$	3,120.00	\$	21,120.00
2. Employee Benefits	\$	9,900.00	\$	-	\$	9,900.00
3. Consultants	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-
5. Supplies:	\$	-	\$	-	\$	-
Educational	\$	1,000.00	\$	-	\$	1,000.00
Lab	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-
Medical	\$	1,000.00	\$	-	\$	1,000.00
Office	\$	430.00	\$	-	\$	430.00
6. Travel	\$	1,000.00	\$	-	\$	1,000.00
7. Occupancy	\$	-	\$	-	\$	-
8. Current Expenses	\$	-	\$	-	\$	-
Telephone	\$	-	\$	-	\$	-
Postage	\$	50.00	\$	-	\$	50.00
Subscriptions	\$	-	\$	-	\$	-
Audit and Legal	\$	-	\$	-	\$	-
Insurance	\$	-	\$	-	\$	-
Board Expenses	\$	-	\$	-	\$	-
9. Software	\$	-	\$	-	\$	-
10. Marketing/Communications	\$	500.00	\$	-	\$	500.00
11. Staff Education and Training	\$	-	\$	-	\$	-
12. Subcontracts/Agreements	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
<b>TOTAL</b>	\$	<b>31,880.00</b>	\$	<b>3,120.00</b>	\$	<b>35,000.00</b>

9.8%

# Exhibit B-2 Amendment #1 SFY 2018

New Hampshire Department of Health and Human Services

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

Budget Request for: Immunization Services

(Name of RFP)

Budget Period: SFY 2018

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

Revised 01/22/13 Direct As A Percent of Direct

10.0%

## Exhibit B-2 Amendment #1 SFY 2018

### New Hampshire Department of Health and Human Services

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

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

Budget Period: SFY 2018

Line Item	Direct Indirect	Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 43,900.00	\$ 5,560.00	\$ 49,460.00	
2. Employee Benefits	\$ 19,309.00	\$ -	\$ 19,309.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 200.00	\$ -	\$ 200.00	
Lab	\$ 100.00	\$ -	\$ 100.00	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,000.00	\$ -	\$ 1,000.00	
Office	\$ 800.00	\$ -	\$ 800.00	
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 100.00	\$ -	\$ 100.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 2,181.00	\$ -	\$ 2,181.00	
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	
12. Subcontracts/Agreements	\$ 8,000.00	\$ -	\$ 8,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Disposal Services	\$ 850.00	\$ -	\$ 850.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 79,440.00</b>	<b>\$ 5,560.00</b>	<b>\$ 85,000.00</b>	

Indirect As A Percent of Direct

7.0%

Contractor Initials:

Date:

*[Handwritten Signature]*  
3-23-18

# Exhibit B-2 Amendment #1 SFY 2018

New Hampshire Department of Health and Human Services

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

Budget Request for: TB Services

(Name of RFP)

Budget Period: SFY 2018

1. Total Salary/Wages	\$	18,000.00	\$	3,120.00	\$	21,120.00
2. Employee Benefits	\$	9,900.00	\$	-	\$	9,900.00
3. Consultants	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-
5. Supplies:	\$	-	\$	-	\$	-
Educational	\$	1,000.00	\$	-	\$	1,000.00
Lab	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-
Medical	\$	1,000.00	\$	-	\$	1,000.00
Office	\$	430.00	\$	-	\$	430.00
6. Travel	\$	1,000.00	\$	-	\$	1,000.00
7. Occupancy	\$	-	\$	-	\$	-
8. Current Expenses	\$	-	\$	-	\$	-
Telephone	\$	-	\$	-	\$	-
Postage	\$	50.00	\$	-	\$	50.00
Subscriptions	\$	-	\$	-	\$	-
Audit and Legal	\$	-	\$	-	\$	-
Insurance	\$	-	\$	-	\$	-
Board Expenses	\$	-	\$	-	\$	-
9. Software	\$	-	\$	-	\$	-
10. Marketing/Communications	\$	500.00	\$	-	\$	500.00
11. Staff Education and Training	\$	-	\$	-	\$	-
12. Subcontracts/Agreements	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>31,880.00</b>	<b>\$</b>	<b>3,120.00</b>	<b>\$</b>	<b>35,000.00</b>

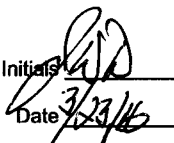
9.8%



### 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;

  
Date 3/23/16



- 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.

*[Signature]*  
Date 3/23/16



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

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



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

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

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

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

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


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

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

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

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

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

  
3/23/16



- 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.

*[Handwritten Signature]*  
Date 3/23/16



**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- Amendment #1

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

Contractor Initials

New Hampshire Department of Health and Human Services  
Exhibit G – Amendment #1



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.

3/23/16  
Date

Contractor Name:

James W. Donchess  
Name: JAMES W. DONCHESS  
Title: MAYOR

Exhibit G- Amendment #1

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

Contractor Initials

[Signature]  
Date 3/23/16



# City of Nashua

## Office of the City Clerk

Patricia Piecuch  
City Clerk

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


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

### CERTIFICATE OF VOTE

I, Patricia D. Piecuch, City Clerk of the City of Nashua, County of Hillsborough, State of New Hampshire, do hereby certify that:

1. I am the duly appointed City Clerk for the City of Nashua, NH;
2. I maintain and have custody of and am familiar with the seal and minute books of the municipality;
3. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
4. The attached is a true and complete copy of Resolution 16-017, "RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$70,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES "FY17 AND FY18 TUBERCULOSIS PROGRAM OF GREATER NASHUA";
5. That said Resolution was approved following a motion duly made at a meeting of the Board of Aldermen of the City of Nashua, NH, held on March 22, 2016, which was duly called and at which a quorum was present;
6. The foregoing Resolution R-16-017 is in full force and effect, unamended, as of the date hereof; and
7. The following persons lawfully occupy the office(s) indicated below:  
James W. Donchess, Mayor  
Steven Bolton, Corporation Counsel  
John Griffin, Chief Financial Officer  
David Fredette, Tax Collector/Treasurer  
Patricia D. Piecuch, City Clerk


IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the Municipality this 30<sup>th</sup> day of March, 2016.

  
Patricia D. Piecuch, City Clerk

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On March 30, 2016, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me, to be the City Clerk of the Municipality identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

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

  
Notary Public/Justice of the Peace

JUDITH A. BOILEAU  
Notary Public - New Hampshire  
My Commission Expires August 22, 2017



## RESOLUTION

**RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$70,000 FROM THE  
STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH & HUMAN SERVICES  
INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES "FY17  
AND FY18 TUBERCULOSIS PROGRAM OF GREATER NASHUA"**

### ***CITY OF NASHUA***

*In the Year Two Thousand and Sixteen*

**RESOLVED** by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Public Health and Community Services are authorized to accept and appropriate \$70,000 from the State of New Hampshire Department of Health & Human Services into Public Health and Community Services grant activities "FY17 and FY18 Tuberculosis Program of Greater Nashua" for the purpose of providing tuberculosis prevention and control services. This funding shall be in effect from July 1, 2016 through June 30, 2018.

**RESOLUTION R-16-017**

**Relative to the acceptance and appropriation of \$70,000 from the State of New Hampshire Department of Health & Human Services into Public Health and Community Services grant activities "FY17 and FY18 Tuberculosis Program of Greater Nashua"**

**IN THE BOARD OF ALDERMEN**

1<sup>ST</sup> READING MARCH 8, 2016

Referred to:

HUMAN AFFAIRS COMMITTEE

2<sup>nd</sup> Reading MARCH 22, 2016

3<sup>rd</sup> Reading \_\_\_\_\_

4<sup>th</sup> Reading \_\_\_\_\_

Other Action \_\_\_\_\_

Passed MARCH 22, 2016

Indefinitely Postponed \_\_\_\_\_

Defeated \_\_\_\_\_

Attest: [Signature] City Clerk

[Signature] President

Approved [Signature] Mayor's Signature

3/23/16 Date

Endorsed by [Signature] MAYOR

[Signature] WILSHIRE

SIEGEL

CARON  
MELIZZI-  
GOLJA

O'BRIEN

LOPEZ

Vetoed: \_\_\_\_\_

Veto Sustained: \_\_\_\_\_

Veto Overridden: \_\_\_\_\_

Attest: \_\_\_\_\_ City Clerk

President



# City of Nashua

## Office of the City Clerk

Patricia Piecuch  
City Clerk

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


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

### CERTIFICATE OF VOTE

I, Patricia D. Piecuch, City Clerk of the City of Nashua, County of Hillsborough, State of New Hampshire, do hereby certify that:

1. I am the duly appointed City Clerk for the City of Nashua, NH;
2. I maintain and have custody of and am familiar with the seal and minute books of the municipality;
3. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
4. The attached is a true and complete copy of Resolution 16-018, "RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$120,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES "FY17 AND FY18 IMMUNIZATION PROGRAM OF GREATER NASHUA";
5. That said Resolution was approved following a motion duly made at a meeting of the Board of Aldermen of the City of Nashua, NH, held on March 22, 2016, which was duly called and at which a quorum was present;
6. The foregoing Resolution R-16-018 is in full force and effect, unamended, as of the date hereof; and
7. The following persons lawfully occupy the office(s) indicated below:
  - James W. Donchess, Mayor
  - Steven Bolton, Corporation Counsel
  - John Griffin, Chief Financial Officer
  - David Fredette, Tax Collector/Treasurer
  - Patricia D. Piecuch, City Clerk


IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the Municipality this 30<sup>th</sup> day of March, 2016.

  
Patricia D. Piecuch, City Clerk

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On March 30, 2016, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me, to be the City Clerk of the Municipality identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

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

  
Notary Public/Justice of the Peace

JUDITH A. BOILEAU  
Notary Public - New Hampshire  
My Commission Expires August 22, 2017



## **RESOLUTION**

**RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$120,000 FROM THE  
STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH & HUMAN SERVICES  
INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES "FY17  
AND FY18 IMMUNIZATION PROGRAM OF GREATER NASHUA"**

### ***CITY OF NASHUA***

*In the Year Two Thousand and Sixteen*

***RESOLVED*** by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Public Health and Community Services are authorized to accept and appropriate \$120,000 from the State of New Hampshire Department of Health & Human Services into Public Health and Community Services grant activities "FY17 and FY18 Immunization Program of Greater Nashua" for the purpose of increasing immunization rates through vaccination and education in the City of Nashua. This funding shall be in effect from July 1, 2016 through June 30, 2018.

**RESOLUTION R-16-018**

**Relative to the acceptance and  
appropriation of \$120,000 from the  
State of New Hampshire Department  
of Health & Human Services into  
Public Health and Community  
Services grant activities "FY17 and  
FY18 Immunization Program of  
Greater Nashua"**

**IN THE BOARD OF ALDERMEN**

1<sup>ST</sup> READING MARCH 8, 2016

Referred to:

HUMAN AFFAIRS COMMITTEE

2<sup>nd</sup> Reading MARCH 22, 2016

3<sup>rd</sup> Reading \_\_\_\_\_

4<sup>th</sup> Reading \_\_\_\_\_

Other Action \_\_\_\_\_

Passed MARCH 22, 2016

Indefinitely Postponed \_\_\_\_\_

Defeated \_\_\_\_\_

Attest: Patricia O'Brien City Clerk

Brian S. M. G. President

Approved: David Wilshire Mayor's Signature

3/23/16 Date

Endorsed by

David Wilshire MAYOR  
Ron Wilshire WILSHIRE

O'BRIEN  
MELIZZI-  
GOLJA

LEBRUN

SIEGEL

CARON

DOWD

LOPEZ

Vetoed: \_\_\_\_\_

Veto Sustained: \_\_\_\_\_

Veto Overridden: \_\_\_\_\_

Attest: \_\_\_\_\_ City Clerk

President



# City of Nashua

## Office of the City Clerk

Patricia Piecuch  
City Clerk

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

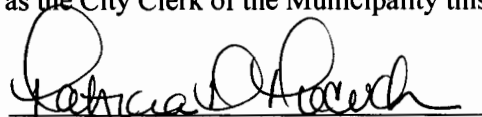
(603) 589-3010  
Fax (603) 589-3029  
E-Mail: cityclerkdept@NashuaNH.gov

### CERTIFICATE OF VOTE

I, Patricia D. Piecuch, City Clerk of the City of Nashua, County of Hillsborough, State of New Hampshire, do hereby certify that:

1. I am the duly appointed City Clerk for the City of Nashua, NH;
2. I maintain and have custody of and am familiar with the seal and minute books of the municipality;
3. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
4. The attached is a true and complete copy of Resolution 16-019, "RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$170,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES "FY17 AND FY18 STD & HIV DISEASE CONTROL";
5. That said Resolution was approved following a motion duly made at a meeting of the Board of Aldermen of the City of Nashua, NH, held on March 22, 2016, which was duly called and at which a quorum was present;
6. The foregoing Resolution R-16-019 is in full force and effect, unamended, as of the date hereof; and
7. The following persons lawfully occupy the office(s) indicated below:  
James W. Donchess, Mayor  
Steven Bolton, Corporation Counsel  
John Griffin, Chief Financial Officer  
David Fredette, Tax Collector/Treasurer  
Patricia D. Piecuch, City Clerk


IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the Municipality this 30<sup>th</sup> day of March, 2016.

  
Patricia D. Piecuch, City Clerk

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On March 30, 2016, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me, to be the City Clerk of the Municipality identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

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

  
Notary Public/Justice of the Peace

JUDITH A. BOILEAU  
Notary Public - New Hampshire  
My Commission Expires August 22, 2017



## RESOLUTION

**RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$170,000 FROM THE  
STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH & HUMAN SERVICES  
INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES "FY17  
AND FY18 STD & HIV DISEASE CONTROL"**

### ***CITY OF NASHUA***

*In the Year Two Thousand and Sixteen*

**RESOLVED** by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Public Health and Community Services are authorized to accept and appropriate \$170,000 from the State of New Hampshire Department of Health & Human Services into Public Health and Community Services grant activities "FY17 and FY18 STD & HIV Disease Control" for the purpose of providing STD and HIV counseling and testing. This funding shall be in effect from July 1, 2016 through June 30, 2018.

**RESOLUTION R-16-019**

**Relative to the acceptance and  
appropriation of \$170,000 from the  
State of New Hampshire Department  
of Health & Human Services into  
Public Health and Community  
Services grant activities "FY17 and  
FY18 STD & HIV Disease Control"**

**Endorsed by**

 **MAYOR**

 **WILSHIRE**

 **CARON**

 **SIEGEL**  
 **MELIZZIGOLJA**

 **O'BRIEN**

 **LEBRUN**

 **LOPEZ**

**IN THE BOARD OF ALDERMEN**

1<sup>ST</sup> READING MARCH 8, 2016

Referred to:

HUMAN AFFAIRS COMMITTEE

2<sup>nd</sup> Reading MARCH 22, 2016

3<sup>rd</sup> Reading \_\_\_\_\_

4<sup>th</sup> Reading \_\_\_\_\_

Other Action \_\_\_\_\_

Passed MARCH 22, 2016

Indefinitely Postponed \_\_\_\_\_

Defeated \_\_\_\_\_

Attest:  **City Clerk**

 **President**

Approved:  **Mayor's Signature**

3/23/16 **Date**

Vetoed: \_\_\_\_\_

Veto Sustained: \_\_\_\_\_

Veto Overridden: \_\_\_\_\_

Attest: \_\_\_\_\_ **City Clerk**

\_\_\_\_\_  
**President**

**ACORD™****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/16/2016

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> <b>HUB International New England</b> <b>299 Ballardvale St</b> <b>Wilmington, MA 01887</b> <b>978 657-5100</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 978 657-5100</b> <b>FAX (A/C, No): 978-988-0038</b> <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : American Alternative Ins Corp</b> <b>INSURER B : Safety National Casualty Corp</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
<b>INSURED</b> <b>City of Nashua</b> <b>229 Main St</b> <b>PO Box 2019</b> <b>Nashua, NH 03061</b>	<b>NAIC #</b> <b>19720</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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b>		<b>N1A2RL000000507</b>	<b>07/01/2015</b>	<b>07/01/2016</b>	<b>EACH OCCURRENCE</b> \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>					<b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$
	<input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>					<b>MED EXP (Any one person)</b> \$
	<input checked="" type="checkbox"/> <b>BI/PD Ded:300000</b>					<b>PERSONAL &amp; ADV INJURY</b> \$ <b>INCLUDED</b>
	<input checked="" type="checkbox"/> <b>RETENTION: \$300,000</b>					<b>GENERAL AGGREGATE</b> \$ <b>2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:					<b>PRODUCTS - COMP/OP AGG</b> \$ <b>INCLUDED</b>
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					\$
	<b>AUTOMOBILE LIABILITY</b>					<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$
	<input type="checkbox"/> <b>ANY AUTO</b>					<b>BODILY INJURY (Per person)</b> \$
	<input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b>					<b>BODILY INJURY (Per accident)</b> \$
	<input type="checkbox"/> <b>HIRED AUTOS</b> <input type="checkbox"/> <b>NON-OWNED AUTOS</b>					<b>PROPERTY DAMAGE (Per accident)</b> \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b>					\$
	<input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b>					<b>EACH OCCURRENCE</b> \$
	<b>DED</b> <b>RETENTION \$</b>					<b>AGGREGATE</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		<b>SP4051378</b>	<b>07/01/2015</b>	<b>07/01/2016</b>	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b>
	<b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b>	<b>Y/N</b>				<b>E.L. EACH ACCIDENT</b> \$ <b>1,000,000</b>
	<b>If yes, describe under DESCRIPTION OF OPERATIONS below</b>	<b>N/A</b>				<b>E.L. DISEASE - EA EMPLOYEE</b> \$ <b>1,000,000</b>
						<b>E.L. DISEASE - POLICY LIMIT</b> \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
**NH DHHS Grant: FY17/FY18 Combined Services TB, STD/HIV/HCV, and Immunizations**

**CERTIFICATE HOLDER****CANCELLATION**

**NHDHHS, The Director/Division of**  
**Public Health Services**  
**29 Hazen Drive**  
**Concord, NH 03301**

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

*James P. Doe*

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## **City of Nashua, New Hampshire**

### **2016 Board of Aldermen**

#### **Aldermen at Large**

Brian S. McCarthy, President

Lori Wilshire, Vice President

Michael O'Brien

Daniel Richardson

David W. Deane

Daniel T. Moriarty

#### **Ward Aldermen**

Alderman - Ward 1	Sean M. McGuinness
Alderman - Ward 2	Richard A. Dowd
Alderman - Ward 3	David Schoneman
Alderwoman - Ward 4	Thomas Lopez
Alderman - Ward 5	Michael Soucy
Alderman - Ward 6	Benjamin Clemons
Alderman - Ward 7	June M. Caron
Alderwoman - Ward 8	Mary Ann Melizzi-Golja
Alderman - Ward 9	Ken Siegel

# Kayla R. O'Brien, BSN, RN



## Skills

Excellent communication, dependability, time management and organizational skills

## Education

**Rivier College / University, Nashua, NH**

Associates of Science, Nursing

May 2010

Bachelor of Science, Nursing

May 2011

## Licensures and Certifications

Registered Nurse, State of New Hampshire

July 29, 2010, Expires July 2016

American Heart Association Healthcare Provider CPR/AED

Expires August 2016

Advanced Cardiac Life Support Certification (ACLS)

Expires November 2017

## Professional Organizations

American Nurses Association

## Work Experience

**City of Nashua, Division of Public Health and Community Services, Nashua NH**

July 2014- Present

Registered Nurse, providing case management for programs including lead poisoning and prevention, STD/HIV counseling and clinical services, tuberculosis, including refugee health and immunizations. Responsible for frequent collaboration with a large multidisciplinary team and active outreach within the Greater Nashua Public Health Region.

**Foundation Medical Partners, Nashua, NH**

January 2012 – December 2014

Registered Nurse and vaccine coordinator in family practice and internal medicine. Assisting medical provider as necessary. Responsible for rooming patients, taking vital signs, triaging patients, calling in scripts and coordinating overall medical care.

**The Huntington at Nashua, Nashua, NH**

August 2010 – January 2012

Registered Nurse on a forty-eight bed assisted living and nursing unit. Overseeing nursing assistants' daily assignments, frequent collaboration with the multidisciplinary team and ongoing updates and communication with providers, as well as family members. Responsible for daily medication administration as well as medication teaching, diabetes management, daily dressing changes, g-tube feedings, wound vac operation and maintenance, as well as assistance with end-of life care and hospice. Also responsible for emergency calls for 150 independent living apartments.

**References Available Upon Request**

## **Theresa C. Calope,RN**

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18 Mulberry Street  
Nashua, NH 03060

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Phone: (603) 589-4515  
Email : [calopet@nashuanh.gov](mailto:calopet@nashuanh.gov)

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### **Professional Summary**

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Dedicated Public Health Nurse who strives to promote and preserve the public's health through the delivery of essential services including providing immunizations and diagnosing sexually transmitted diseases (STD) and the diagnosis and treatment of tuberculosis (TB).

### **Licenses**

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New Hampshire RN License # 058756-21  
BLS Certified  
Certified HIV Prevention Counselor

### **Professional Experience**

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Public Health Nurse/ Immunization Program Coordinator  
City of Nashua, Division of Public Health and Community Services – Nashua, NH  
March 2010 - Present

- Work in collaboration with Department of Health & Human services, healthcare professional and community service agencies to develop and implement programs to protect and promote the health of the community.
- Provide clinical services in the clinic including immunizations, STD testing and TB testing and treatment.
- Lead coordination of annual school based flu clinics.
- Investigate cases of reportable diseases and infections and complete required documentation to the NH Department of Health and Human Service.
- Conduct refugee TB screening and treatment.
- Complete required state reports to ensure grant requirements are met.
- Track and order vaccines through state ordering system (VOMS).
- Conducts case management assigned by TB Program Coordinator for TB/LTBI.
- Provides health education for the public, professional and community groups.
- Organize community based clinics, conferences and meetings related to health promotion and disease prevention initiatives.
- Work with the Immunization Program Grant coordinator in auditing provider's practice with the Vaccines for Children (VFC).
- Audit and follow-up child care center immunization records assigned by the State of New Hampshire for any child out compliance.

#### Registered Nurse

Kindred Greenbrier Terrace Transitional Care and Rehabilitation - Nashua, NH

February 2008 – March 2010 (Full Time)

March 2010 – July 2010 (Per Diem)

- Provided day to day nursing care to which included:
  - Supervised LPNs and CNAs on subacute unit.
  - Administered, documented and ordered medications.
  - Performed treatments such as wound vac, tracheostomy suctioning and care, bone stimulator, foley cath care and wound care.
  - Ensured that supplies are utilized economically and that equipment is clean and maintained in a safe manner.
  - Reported and recorded pertinent observations and reactions regarding residents.
  - Assisted with instituting emergency measures for sudden adverse developments in residents.
  - Health teachings for residents and their family.
  - Maintaining Confidentiality as per HIPPA policy.

#### Health Unit Coordinator/Licensed Nursing Assistant

Southern New Hampshire Medical Center - Nashua , NH

August 2005 – May 2008

- Assisted Telemetry unit with the unit-answering phone calls, assembling and filing of medical records, transcribing physician's orders and coordinated scheduling initial and follow up with diagnostic procedure.
- Responded to call lights for patients requiring assistance.

### **Additional Professional Experience**

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#### Staff Nurse

Overseas Clinic Worker-Philippines

July 2003-November 2004

#### 2D Echo Cardiography (Trainee Nurse)

United Doctors Medical Center - Philippines

June 1995 - October 1995

### **EDUCATIONAL BACKGROUND**

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Bachelor of Science in Nursing

United Doctor's Medical Center & Colleges Philippines - 1995

Secondary

New Era College, Philippines - 1991

Elementary

Payatas Academy, Philippines - 1987

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

#### EDUCATIONAL BACKGROUND

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

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

#### JOB DESCRIPTION:

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

## **OTHER WORK EXPERIENCES**

### **\*Registered Nurse**

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

February 2008 – March 2010 (Full Time)

March 2010 – July 2010 (Per Diem)

### **\*Health Unit Coordinator/Licensed Nursing Assistant (Telemetry Unit)**

Southern New Hampshire Medical Center - Nashua, NH

August 2005 – May 2008

## **CERTIFICATION:**

\*New Hampshire - RN Licensed # 058756-21 – expiration: October 1, 2015.

\*BLS Certified – expiration: April 31, 2014.

\*Certified HIV Prevention Counselor.

\*Holder of a valid NH Driver's license # 10CET75012 – expiration: October 1, 2014.

# JENNIFER J. BYATT, MHA

18 Mulberry St.  
Nashua, NH 03060  
603.589.4513

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## PROFESSIONAL EXPERIENCE

### **PROGRAM ASSISTANT, CITY OF NASHUA**

*Department of Public Health and Community Services*

**2015 - Present**

- Assist department with the development and implementation of regional public health initiatives to increase the capability of the region to respond to large scale public emergencies.
- Conduct data tracking and analysis to meet state and federal grant requirements.

### **PROVIDER RELATIONS REPRESENTATIVE, MAINE COMMUNITY HEALTH OPTIONS**      **2014 – 2015**

*Affordable Care Act Insurance Company*

Network and contract with hospitals and physician practices.

- Develop New Hampshire network for startup insurance company offering benefits under the Affordable Care Act (ACC).
- Education of hospitals and physician practices on the Affordable Care Act

### **DIRECTOR OF SALES AND MARKETING, REVEILLE SYSTEMS, INC.**

**2011-2014**

*An information technology outsourcing and Cloud computing organization*

Responsible for providing oversight and direction for the company's healthcare and private sector business operations, including developing and implementing the sales and marketing strategy to generate new business as well as ongoing account management.

### **SENIOR SALES MANAGER, GOLDEN LIVING HEALTHCARE**

**2009 – 2011**

*A national nursing home and assisted living management company*

Supervised and mentored sales teams for ten long-term care and rehabilitation facilities including educating admissions and sales staff in targeting referral sources that boost consensus and payor mix.

### **PROVIDER RELATIONS REPRESENTATIVE, HOSPICE OF VIRGINIA**

**2008 – 2009**

*Leading hospice care provider in the Richmond area*

Responsible for developing provider relationships, educating physicians' hospitals, and other healthcare organizations, on the benefits of hospice care.

### **STRATEGIC PLANNING MANAGER, MARY WASHINGTON HEALTHCARE**

**2005 – 2008**

*Largest provider of radiology services in the geographical area*

*Full-service 400 bed hospital serving central Virginia*

Responsible for overseeing business planning and new development initiatives, including requirement gathering, market and statistical analysis and completing Certificate of Public Need (COPN) applications.

### **RADIOLOGY OPERATIONS MANAGER**

Responsible for leading strategic initiatives to raise patient volume for a new diagnostic center and interventional practice, managing a staff of more than 20, overseeing medical program operations, staffing, scheduling, employee relations, maintenance, and joint ventures.

### **SENIOR STRATEGIC PLANNING ANALYST, ELLIOT HOSPITAL**

**2003 – 2005**

*Largest provider of comprehensive healthcare services in southern New Hampshire*

Responsible for developing and executing business plans for all medical divisions. Completed Certificate of Need (CON) applications for bed expansion and renovation for neonatal intensive care, acquisition of an additional MRI machine, and equipment upgrades. Supported filing and reporting on federal grants for the neonatal intensive care unit.

Appointed liaison between the state CON board and hospital including suggestions, revisions to state regulations and application approvals.

**VICE PRESIDENT BUSINESS DEVELOPMENT, *TEAM HEALTH***

**1999 – 2003**

*Leading provider of hospital-based physician services*

Responsible for identifying new business opportunities in the New England market, and working with internal teams to ensure client satisfaction and retention.

**RADIOLOGY OPERATIONS MANAGER**

Responsible for managing operations for five radiology practices in New England and the Mid-Atlantic States and overseeing an administrative staff of five professionals who handled credentialing, scheduling, recruiting and support services for 25 radiologists.

**VOLUNTEER**

New Hampshire Hospice and Palliative Care

**EDUCATION**

**Master of Science, Health Administration, 1997**

University of New Hampshire, Durham, NH

**Bachelor of Science, Health Management and Policy, 1992**

University of New Hampshire, Durham, NH

**Project Management Professional (PMP) Candidate 2015**

**Certified Lean Six Sigma, 2015**

John Mason Institute, Nashua, NH

**JOYCE B. FITCH, APRN**



EDUCATION

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

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

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

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

EXPERIENCE, COMMUNITY

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

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

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

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

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

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

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

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

(continued)

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

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

**1972-1973 Nashua Health Department, Nashua, New Hampshire**

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

**1970-1971 Boston Visiting Nurse Association, Boston, Massachusetts**

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

#### EXPERIENCE, HOSPITAL

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

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

**1967-1970 Massachusetts General Hospital, Boston, Massachusetts**

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

#### VOLUNTEER ACTIVITIES

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

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

#### LICENSURE

##### **APRN in New Hampshire**

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

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

References will be provided upon request

# CITY OF NASHUA

## Key Personnel SFY 17

<b>TB Grant</b>				
<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Kayla O'Brien	Public Health Nurse	\$53,000	25%	\$13,227
Jennifer Byatt	Program Assistant	\$43,700	10%	\$4,366
Total TB Salaries				\$17,593
<b>Immunization Grant</b>				
Kayla O'Brien	Public Health Nurse	\$53,000	30%	\$15,900
Jennifer Byatt	Program Assistant	\$43,700	25%	\$10,925
Total Immunization Salaries				\$26,825
<b>STD / HIV Grant</b>				
Kayla O'Brien	Public Health Nurse	\$53,000	30%	\$15,900
Jennifer Byatt	Program Assistant	\$43,700	25%	\$10,925
Joyce Fitch	Nurse Practitioner	\$8,500	100%	\$8,500
Outreach Worker	TBD	\$42,200	20%	\$8,440
Total STD Grant				\$43,765
<b>TOTAL AMENDMENT</b>				
Kayla O'Brien	Public Health Nurse	\$53,000	80%	\$45,027
Jennifer Byatt	Program Assistant	\$43,700	60%	\$26,216
Joyce Fitch	Nurse Practitioner	\$8,500	100%	\$8,500
Outreach Worker	TBD	\$42,200	20%	\$8,440

# CITY OF NASHUA

## Key Personnel SFY 18

<b>TB Grant</b>				
<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Kayla O'Brien	Public Health Nurse	\$54,500	25%	\$13,620
Jennifer Byatt	Program Assistant	\$45,300	10%	\$4,530
Total TB Grant				\$18,150
<b>Immunization Grant</b>				
Kayla O'Brien	Public Health Nurse	\$54,500	30%	\$16,350
Jennifer Byatt	Program Assistant	\$45,300	25%	\$11,325
Total Immunization Grant				\$27,675
<b>STD / HIV Grant</b>				
Kayla O'Brien	Public Health Nurse	\$54,500	30%	\$16,350
Jennifer Byatt	Program Assistant	\$45,300	25%	\$11,325
Joyce Fitch	Nurse Practitioner	\$8,500	100%	\$8,500
Outreach Worker	TBD	\$43,400	20%	\$8,685
Total STD Grant				\$44,860
<b>TOTAL AMENDMENT</b>				
Kayla O'Brien	Public Health Nurse	\$54,500	80%	\$46,320
Jennifer Byatt	Program Assistant	\$45,300	60%	\$27,180
Joyce Fitch	Nurse Practitioner	\$8,500	100%	\$8,500
Outreach Worker	TBD	\$43,400	20%	\$8,685



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



June 5, 2014

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

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

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

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

SOE SOURCE  
79% Federal funds  
21% General funds

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

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

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

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

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

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

#### EXPLANATION

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

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

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

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

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

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

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

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

1. Related to Tuberculosis Control Services

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

2. Related to Immunization Services

By June 30, 2016:

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

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

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

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

Area served: Greater Nashua area.


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

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

Respectfully submitted,

  
José Thier Montero, MD, MHCDS  
Director


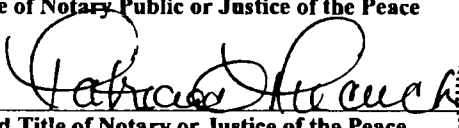

Approved by:

  
Nicholas A. Toumpas  
Commissioner

Subject: Infectious Disease Prevention and Control**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

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

  
6/1/14

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **14. INSURANCE.**

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

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

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

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

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

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 B

### Method and Conditions Precedent to Payment

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

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

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


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

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

- b. The invoice must be submitted to:

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

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

  
6/1/14



## Exhibit B

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

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

*DL*

6/1/14

# Exhibit B-1 (SFY 2015) Budget Form

New Hampshire Department of Health and Human Services

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

Budget Request for: Immunization Services  
(Name of service)

Budget Period: SFY 2015

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

Indirect As A Percent of Direct

10.0%

Exhibit B-1 - Budget

Contractor Initials: DL

Date: 6/1/14

# Exhibit B-1 (SFY 2015) Budget Form

New Hampshire Department of Health and Human Services

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

Budget Request for: STD-HIV-HCV Services

(Name of service)

Budget Period: SFY 2015

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

Indirect As A Percent of Direct

8.3%

Exhibit B-1 - Budget

Contractor Initials: AL

CH/DHHS/011414

Page 1 of 1

Date: 6/1/14

# Exhibit B-1 (SFY 2015) Budget Form

New Hampshire Department of Health and Human Services

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

Budget Request for: TB Services

(Name of service)

Budget Period: SFY 2015

	Total			Allocation Method for Indirect Field Cost
1. Total Salary/Wages	\$ 18,000.00	\$ 3,120.00	\$ 21,120.00	Based on actual costs
2. Employee Benefits	\$ 9,900.00	\$ -	\$ 9,900.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,000.00	\$ -	\$ 1,000.00	
Office	\$ 430.00	\$ -	\$ 430.00	
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 50.00	\$ -	\$ 50.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 500.00	\$ -	\$ 500.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 31,880.00</b>	<b>\$ 3,120.00</b>	<b>\$ 35,000.00</b>	

Indirect As A Percent of Direct

9.8%

Exhibit B-1 - Budget

Contractor Initials: DL

CH/DHHS/011414

Page 1 of 1

Date: 6/1/14

# Exhibit B-1 (SFY 2015) Budget Form

New Hampshire Department of Health and Human Services

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

**Budget Request for:** Immunization Services

(Name of service)

**Budget Period:** SFY 2016

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

Indirect As A Percent of Direct

9.9%

Exhibit B-1 - Budget

Contractor Initials: DL

CH/DHHS/011414

Page 1 of 1

Date: 6/1/14

# Exhibit B-1 (SFY 2015) Budget Form

New Hampshire Department of Health and Human Services

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

Budget Request for: STD-HIV-HCV Services

(Name of service)

Budget Period: SFY 2016

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

Indirect As A Percent of Direct

9.0%

Exhibit B-1 - Budget

Contractor Initials: DL

CH/DHHS/011414

Page 1 of 1

Date: 6/1/14

# Exhibit B-1 (SFY 2015) Budget Form

New Hampshire Department of Health and Human Services

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

Budget Request for: TB Services

(Name of service)

Budget Period: SFY 2016

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

Indirect As A Percent of Direct

8.9%

Exhibit B-1 - Budget

Contractor Initials: SC

Date: 6/1/14



### SPECIAL PROVISIONS

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

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

*[Signature]*  
Date 6/1/14



- 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.

DL  
6/1/14



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

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



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

*[Handwritten Signature]*  
6/1/14



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

3. Extension:

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

4. Insurance

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

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

Exhibit C-1 – Revisions to General Provisions

Contractor Initials

*[Handwritten Signature]*  
6/1/14

Date



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

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

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

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

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

*DL*  
6/1/14

New Hampshire Department of Health and Human Services  
Exhibit D





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

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

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

6/1/14  
Date

Contractor Name:  
City of Nashua, Div of Public Hlth & Community Svcs  
  
Name: Donnalee Lozeau  
Title: Mayor

  
6/1/14



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

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

June 1 - 2014  
Date

Donna Lee Lozeau  
Name: Donna Lee Lozeau  
Title: Mayor

DL  
Date 6/1/14



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

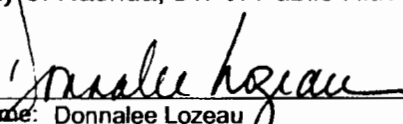
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  -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

**LOWER TIER COVERED TRANSACTIONS**

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

6/1/14  
Date

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

  
Name: Donnalee Lozeau  
Title: Mayor

  
Date 6/1/14



**CERTIFICATION REGARDING**  
**THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

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

June 1 - 2014  
Date

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

Donnalee Lozeau  
Name: Donnalee Lozeau  
Title: Mayor

Contractor Initials DL  
Date 6/1/14



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

June 1 - 2014  
Date

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

Donnalee Lozeau  
Name: Donnalee Lozeau  
Title: Mayor

DL  
6/1/14



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.

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Contractor Initials

*SL*  
Date 6/1/14



Exhibit I

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

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

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

DC  
6/1/14



Exhibit I

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

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

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

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

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

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



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

DL  
6/1/14



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

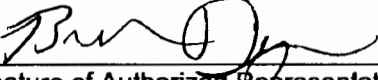


Exhibit I

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

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

Department of Health and Human Svcs  
The State

  
Signature of Authorized Representative

Brook Dupee  
Name of Authorized Representative

Bureau Chief  
Title of Authorized Representative

6/10/14  
Date


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

  
Signature of Authorized Representative

Donnalee Lozeau  
Name of Authorized Representative

Mayor  
Title of Authorized Representative

June 1 - 2014  
Date

  
Date 6/1/14



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

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

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

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

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

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

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

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

June 1 - 2014  
Date

Donna Lee Lozeau  
Name: Donna Lee Lozeau  
Title: Mayor

DL  
6/1/14



**FORM A**

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

1. The DUNS number for your entity is: 958298218
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

x 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: _____

*DL*  
6/1/14