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

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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February 25, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** agreement with Manchester Health Department (Vendor # 177433-B009), 1528 Elm St, Manchester, NH 03101, to implement Overdose Data to Action prevention activities that reduce opioid-related morbidity, mortality and associated harms in the City of Manchester by coordinating public health and public safety efforts to improve targeted opioid use prevention strategies in an amount not to exceed \$720,000 effective upon Governor and Executive Council approval, through August 31, 2022. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Year 2023, with authority to adjust budget line items within the price limitation and adjust encumbrances between state fiscal years through the Budget Office if needed and justified.

05-95-90-902010-5040000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, OPIOID SURVEILLANCE

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	90050408	\$240,000
2021	102-500731	Contracts for Prog Svc	90050408	\$240,000
2022	102-500731	Contracts for Prog Svc	90050408	\$240,000
			Total	\$720,000

EXPLANATION

This request is **sole source** because the City of Manchester has been identified as a high-risk area in the opioid overdose epidemic and the Manchester Health Department is the vendor best suited to coordinate services, citywide.

The purpose of this request is to improve coordination of public health and public safety efforts for targeted opioid use prevention strategies for opioid overdoses. The Manchester Health Department will increase the use of shared data to inform collaborative public health and public safety prevention and response activities. The Manchester Health Department will work to ensure a greater awareness of the opioid overdose epidemic at the local level. Additionally, the Contractor will work with public health and public safety agencies to increase evidence-based approaches that are implemented by public safety and first responder partners as well as increase opportunities to link individuals to care.

The City of Manchester is the epicenter of the opioid crisis within New Hampshire. As of September 2019, the City has experienced 3,551 overdoses over the past five years, of which 340 were fatal.

The Contractor will increase the use of shared data to inform collaborative public health and public safety prevention and response activities in order to reduce opioid-related morbidity, mortality and associated harms in the City of Manchester. The Manchester Health Department will improve organizational data sharing for decision-making that better informs local and state leadership. The Manchester Health Department will also establish programmatic partnerships that improve linkages to behavioral health and social services for individuals in order to mitigate the psychosocial and economic determinants of health, the most common drivers of Substance Use Disorder.

The Manchester Health Department will add infrastructure to increase coordination of services across various social and health services in the City of Manchester.

The Department will monitor the effectiveness of contract services required under this agreement using the following performance measures:

- Increase of the collection and use of pertinent data to identify emerging hot spot and drug threats through sharing syndromic and sentinel data systems across multisector partners as evidenced in quarterly reports.
- Increase of the use of shared data to inform collaborative public health and public safety prevention and response activities as evidenced in quarterly reports.
- Increase of local awareness of the opioid overdose epidemic and the evidence-based approaches implemented by public safety and first responder partners as evidenced in quarterly reports.
- Increase in opportunities and establish processes to link individuals to SUD and OUD care as evidenced in quarterly reports.

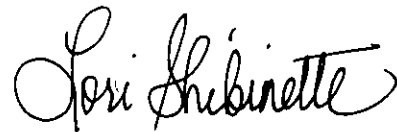
Should the Governor and Executive Council not authorize this request, there will be a gap in services to individuals at risk for opioid overdose and the development of infrastructure to combat the opioid crisis in the City of Manchester may be hindered.

Area served: Manchester

Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention,
CFDA# 93.136 FAIN# NU17CE924984.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

Subject: Overside Data to Action Partnership with Public Safety and First Responders (SS-2020-DPHS-10-ACTION)


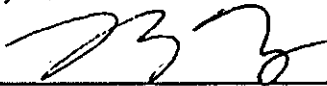
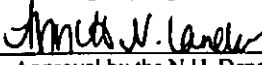
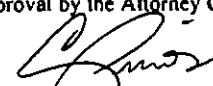
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Health Department		1.4 Contractor Address 1528 Elm St Ste 1, Manchester, NH 03101	
1.5 Contractor Phone Number (603) 624-6466	1.6 Account Number 05-095-090-902010-50400000	1.7 Completion Date 08/31/2022	1.8 Price Limitation \$720,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joyce Craig, Mayor	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>February 21, 2020</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		RYAN P. MAHONEY Justice of the Peace - New Hampshire My Commission Expires January 8, 2025	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Ryan Mahoney, Justice of the Peace</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>ANN H. LANDRY, Associate Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  <u>CATHERINE PINOS, Attorney</u> On: <u>2/24/20</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Manchester Health Department (Contractor) shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department of Health and Human Services (Department) has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.300.
- 1.4. The Contractor shall implement prevention activities that reduce opioid-related morbidity, mortality and associated harms in the City of Manchester. The Contractor shall ensure coordinated services are provided by:
 - 1.4.1. One (1) full time Emergency Management Coordinator (EMC) who provides local public health emergency management and leads initiatives in this agreement relative to substance use disorder (SUD) and homelessness.
 - 1.4.2. One (1) full time Community Epidemiologist (CE) who provides data-related activities and initiatives in this agreement.

2. Scope of Work – Year 1

- 2.1. The Contractor shall improve coordination of public health and public safety efforts for targeted opioid use prevention strategies by increasing the collection and use of data, as identified in partnership with the Department, in order to identify emerging opioid-related hot spots and drug threats. The Contractor shall ensure:
 - 2.1.1. Data sharing will include, but is not limited to:
 - 2.1.1.1. Utilizing the Department's syndromic surveillance system with Emergency Departments (EDs) in order to track opioid-related visits to the ED.
 - 2.1.1.2. Establishing a SUD dashboard of ED data from EDs and ambulances that includes homelessness data.
 - 2.1.1.3. Identifying data sharing systems utilized by EDs for hot spotting.

**New Hampshire Department of Health and Human Services
Overdose Data to Action
Partnerships with Public Safety and First Responders**



Exhibit A

- 2.1.1.4. Executing data sharing agreements with the Department.
- 2.1.1.5. Establishing an informed consent process for clients in order to support hot spotting.
- 2.1.1.6. Providing ongoing reports on current trends relative to SUD.
- 2.1.1.7. Providing syndromic surveillance and other data reports as part of the biweekly City Leadership Team Meetings.
- 2.1.2. Identify and determine most accurate discharge codes and ambulance transport data in order to quantify overdoses in the City of Manchester. The Contractor shall:
 - 2.1.2.1. Finalize a list of codes and transport data.
 - 2.1.2.2. Create a single list of codes enabling EDs and ambulances to provide consistent data collection.
 - 2.1.2.3. Utilize data collected to inform organizational systems and policy changes.
- 2.1.3. Utilize codes in Section 2.1.2.2, above, to create a Clear Impact based dashboard. The Contractor shall:
 - 2.1.3.1. Provide dashboard updates as part of the biweekly City Leadership Team Meetings.
 - 2.1.3.2. Establish a SUD dashboard of ED data.
 - 2.1.3.3. Execute data sharing agreements with ED hospitals and ambulances.
 - 2.1.3.4. Utilize data collected to inform organizational systems and policy changes.
- 2.1.4. Share Clear Impact centralized dashboard SUD data at biweekly City Leadership Team Meetings in order to inform organizational systems and policy changes.
- 2.2. The Contractor shall increase the use of shared data to inform collaborative public health and public safety prevention and response activities. The Contractor shall:
 - 2.2.1. Coordinate with New England High Intensity Drug Trafficking (NE HIDTA) to provide a minimum of two (2) informational presentations to public safety partners regarding the Overdose Detection Mapping Application Program (ODMAP), in order to:
 - 2.2.1.1. Increase knowledge among public safety partners regarding ODMAP.

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Overdose Data to Action
Partnerships with Public Safety and First Responders**



Exhibit A

- 2.2.1.2. Inform public safety partners and other agencies in order to create an implementation plan for the City of Manchester to utilize ODMAP among public safety partners.
- 2.2.2. Review existing sources of data and collection methods of ambulances and other data sources. Create a single list of potential data sources and processes to support data collection in order to inform the implementation plan for the City of Manchester.
- 2.2.3. Identify and determine sources of emergency response, law enforcement and health data to comprehensively inform decision making and prevention strategies. The Contractor shall:
 - 2.2.3.1. Finalize the list of data sources from Section 2.2.2, above.
 - 2.2.3.2. Identify performance measures based on the data.
- 2.2.4. Execute data sharing agreements among health, emergency response and law enforcement partners.
- 2.2.5. Include emergency response, health, and law enforcement data measures in the Clear Impact Dashboard.
- 2.2.6. Establish the Clear Impact Dashboard as a bimonthly situational report that incorporates emergency response, law enforcement and health data.
- 2.3. The Contractor shall increase local awareness of the opioid overdose epidemic and the evidence-based approaches implemented by public safety and first responder partners. The Contractor shall:
 - 2.3.1. Establish strategic partnerships for prevention between a minimum of seven (7) unique multisector partners, which may include but are not limited to:
 - 2.3.1.1. Public safety.
 - 2.3.1.2. Government.
 - 2.3.1.3. Philanthropy.
 - 2.3.1.4. Health care.
 - 2.3.1.5. Treatment providers.
 - 2.3.1.6. Education.
 - 2.3.1.7. Mental health.
 - 2.3.1.8. Housing.
 - 2.3.2. Increase proactive identification of risk; identify necessary evidence-based interventions; and facilitate referral pathways for vulnerable populations. The Contractor shall:

**New Hampshire Department of Health and Human Services
Overdose Data to Action
Partnerships with Public Safety and First Responders**



Exhibit A

- 2.3.2.1. Conduct a comprehensive asset mapping process that includes a scan for national best practices in order to:
- 2.3.2.2. Increase knowledge of community assets.
- 2.3.2.3. Increase knowledge of national best practices.
- 2.3.2.4. Attain greater community partner satisfaction.
- 2.3.2.5. Create at least one (1) asset mapping summary and visual display.
- 2.3.2.6. Complete one (1) best practices scan.
- 2.3.3. Increase awareness among public safety and first responders regarding risks from adverse childhood events (ACEs) and the role of public safety and first responders when ACEs exists. The Contractor shall:
 - 2.3.3.1. Facilitate public and community partner focus group sessions and surveys. The Contractor shall:
 - 2.3.3.2. Conduct a minimum of five (5) focus group sessions.
 - 2.3.3.3. Document all identified community level needs; priority areas for action; and recommendations from each focus group session.
 - 2.3.3.4. Ensure focus group participants complete satisfaction surveys related to their focus group experience.
 - 2.3.3.5. Utilize asset mapping; focus group results; and the national best practices scan to produce a comprehensive unified plan for the City of Manchester to address the risks and mitigate the impacts of ACEs.
- 2.4. The Contractor shall increase opportunities and processes to link individuals to SUD care. The Contractor shall:
 - 2.4.1. Establish an Incident Management Structure comprised of multisector partners and address a minimum of one (1) major gap in services. The Contractor shall:
 - 2.4.1.1. Conduct monthly work group meetings.
 - 2.4.1.2. Improve communication and coordination between partner agencies.
 - 2.4.1.3. Establish an Incident Management Structure in coordination with public health and public safety and established workgroups focused on:
 - 2.4.1.3.1. Data sharing.

**New Hampshire Department of Health and Human Services
Overdose Data to Action
Partnerships with Public Safety and First Responders**



Exhibit A

- 2.4.1.3.2. Access points.
- 2.4.1.3.3. Recovery.
- 2.4.2. The Incident Management Team facilitated by the Contractor will conduct a comprehensive asset mapping process that includes a scan for national best practices and policies for sheltering and transitional housing in order to:
 - 2.4.2.1. Create a list of national best practice and policies for emergency and other short-term shelters that effectively serve individuals with SUD and related concerns.
 - 2.4.2.2. Increase knowledge of national best practices related to sheltering and transitional housing.
 - 2.4.2.3. Decrease the number of individuals without shelter.
- 2.4.3. Create a surge capacity plan to support sheltering and transitional housing of individuals with SUD and related concerns.

3. Scope of Work – Year 2 and 3

- 3.1. The Contractor shall improve coordination of public health and public safety efforts for targeted prevention. The Contractor shall:
 - 3.1.1. Explore the use of Collective Medical (CM) to support hot-spotting for high utilizers of care in the ED setting through:
 - 3.1.1.1. The use of existing data platforms to conduct case findings of high utilizers of care in the ED.
 - 3.1.1.2. Establishing Business Associate Agreements among IDN primary partners for data sharing.
 - 3.1.2. Create an informed consent and release of information process amongst service providers in order to share Protected Health Information (PHI) and decrease use of ED for drug-related concerns. The Contractor shall:
 - 3.1.2.1. Establish a set of legally approved informed consent and release forms.
 - 3.1.2.2. Establish written processes including Data Sharing Agreements to share pertinent PHI among authorized referral partners and outreach teams.
 - 3.1.3. Conduct outreach to high utilizers of services through existing and new community resources. The Contractor shall:
 - 3.1.3.1. Increase the number of linkages to care offered from hot-spotting outreach.

**New Hampshire Department of Health and Human Services
Overdose Data to Action
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Exhibit A

- 3.1.3.2. Increase the number of clients assisted with a minimum of one (1) need.
- 3.1.3.3. Serve a minimum of ten (10) individual high utilizers in Year 2 and twenty (20) individual high utilizers in Year 3.
- 3.2. The Contractor shall increase the use of shared data to inform collaborative public health and public safety prevention and response activities. The Contractor shall:
 - 3.2.1. Utilize the Implementation Plan for the City of Manchester created in Year 1 by:
 - 3.2.1.1. Securing a minimum of one (1) external funding source to support ODMAP or access to other timely data sets.
 - 3.2.1.2. Providing daily overdose reports for critical public health and safety partners.
 - 3.2.1.3. Ensuring a real-time geographic mapping system is available to track overdoses and inform public safety announcements.
 - 3.2.2. Review calls for service data to obtain a better understanding of individuals refusing services among public safety and first responders in order to; decrease the number of calls and refusals for service and decrease the use of ED for drug-related concerns. The Contractor shall:
 - 3.2.2.1. Develop and implement data sharing agreements and informed consent processes to support law enforcement, health and public safety care coordination efforts.
 - 3.2.2.2. Update a set of legally approved informed consent and release forms, as necessary.
 - 3.2.2.3. Ensure a legally compliant process is in place to share PHI among authorized referral partners and outreach teams.
 - 3.2.3. Conduct outreach to individuals who refuse assistance from law enforcement or first responders ensuring:
 - 3.2.3.1. The number of clients assisted have a minimum of one (1) unmet need.
 - 3.2.3.2. A minimum of ten (10) individuals are served in Year 2.
 - 3.2.3.3. A minimum of twenty (20) individuals are served in Year 3.
- 3.3. The Contractor shall increase local awareness of the opioid overdose epidemic and the evidence-based approaches implemented by public safety and first responder partners. The Contractor shall:

**New Hampshire Department of Health and Human Services
Overdose Data to Action
Partnerships with Public Safety and First Responders**



Exhibit A

- 3.3.1. Engage in discussions regarding the potential for expansion of joint resource centers in settings available to vulnerable populations. The Contractor shall:
 - 3.3.1.1. Evaluate potential for partner agreements to co-host joint resource centers.
 - 3.3.1.2. Create an expansion plan if supported by the evaluation conducted in Section 3.3.1.1.
 - 3.3.1.3. Increase reach of services to various types of locations that may include but are not limited to:
 - 3.3.1.3.1. Schools.
 - 3.3.1.3.2. Shelters.
 - 3.3.1.3.3. After school programs.
 - 3.3.1.4. Increase linkages to support for families with identified ACEs.
- 3.3.2. Host joint resource centers, if supported by evaluations in Section 3.3.1, above, which includes, but is not limited to:
 - 3.3.2.1. A minimum of two (2) different settings for resource centers in Year 2.
 - 3.3.2.2. A minimum of three (3) different settings in year 3.
- 3.4. The Contractor shall increase opportunities and processes to link individuals to SUD care. The Contractor shall:
 - 3.4.1. Identify mechanisms to seamlessly connect the Safe Station Program to the NH Doorways Model. The Contractor shall:
 - 3.4.1.1. Create a written plan with concrete recommendations to seamlessly connect the Safe Station Program to the NH Doorways Model.
 - 3.4.1.2. Ensure a single integration plan focuses on 24/7 access to treatment.
 - 3.4.2. Create Clear Impact Dashboard based performance measures for the Comprehensive Unified Plan created in Year 1. The Contractor shall:
 - 3.4.2.1. Measure partner use of and satisfaction with Performance dashboard system.
 - 3.4.2.2. Create one (1) Results-Based Accountability (RBA) performance dashboard.

**New Hampshire Department of Health and Human Services
Overdose Data to Action
Partnerships with Public Safety and First Responders**



Exhibit A

- 3.4.2.3. Improve communication, coordination and impact of partner agencies by utilizing data from the established Clear Impact-based performance evaluation dashboard.
- 3.4.3. Conduct a gap analysis on legislative and municipal policies. The Contractor shall:
 - 3.4.3.1. Conduct a scan of policies and best practices identified in Year 1 and work with the City Solicitor and the Department to decrease gaps due to policy limitation.
 - 3.4.3.2. Monitor the legislative and municipal policy development slate to remain up to date on changes.
 - 3.4.3.3. Implement a minimum of two (2) policies in Year 2 that will address service gaps.
 - 3.4.3.4. Implement a minimum of three (3) policies in Year 3 that will address service gaps.
- 3.4.4. Identify funding streams and conduct resource development for prevention and outreach initiatives. The Contractor shall:
 - 3.4.4.1. Create a written resource development plan.
 - 3.4.4.2. Review existing funding sources and create a list of available funding options.
 - 3.4.4.3. Increase the number of strategies implemented through new resource development.
 - 3.4.4.4. Create a minimum of two (2) proposals in Year 2 to secure financial support to conduct prevention and outreach services that will decrease service gaps.
 - 3.4.4.5. Create a minimum of three (3) proposals in Year 3 to secure financial support to conduct prevention and outreach services that will decrease service gaps.

4. Reporting

- 4.1. The Contractor shall provide quarterly reports of aggregate data that include, but are not limited to:
 - 4.1.1. Number of individuals utilizing ED services for opioid-related issues.
 - 4.1.2. Number of drug overdose deaths, including prescription opioid and illicit opioid overdose deaths.
 - 4.1.3. Number of individuals linked with services using evidence-based treatment of Opioid Use Disorder (OUD).

**New Hampshire Department of Health and Human Services
Overdose Data to Action
Partnerships with Public Safety and First Responders**



Exhibit A

- 4.1.4. Number of individuals transported by ambulance to EDs due to opioid overdose.
- 4.1.5. Geographical location of overdose occurrence.
- 4.1.6. Type of overdoses by geographic location.
- 4.1.7. Other aggregate data.
- 4.2. The Contractor shall provide quarterly reports that indicate the progress toward each initiative identified in all scopes of services as well as a brief narrative that:
 - 4.2.1. Describes activities completed to date.
 - 4.2.2. Identifies barriers to completing activities to date.
 - 4.2.3. Proposes work to ensure barriers are addressed and mitigated to ensure entire scope of services can be successfully completed.
- 4.3. The Contractor shall provide written monthly updates to the Departments OD2A grant Principal Investigator via email, prior to the monthly CDC technical assistances conference call, related to project activities including staffing, successes, and challenges. .
- 4.4. The Contractor shall assist the Department in writing the annual continuation application for the Overdose Data to Action grant, Strategy 8, by providing the Departments OD2A grant Principal Investigator the following information, but is not limited to:
 - 4.4.1. Project narrative.
 - 4.4.2. Budget justification.
 - 4.4.3. Work plan update and
 - 4.4.4. Evaluation plan.

5. Data Sharing

- 5.1. The Contractor shall ensure any disclosure of identifiable confidential health, SUD or mental health information or data adheres to state and federal laws and regulations relating to safeguarding the confidential information, which includes, but may not be limited to:
 - 5.1.1. The Health Information Portability and Accountability Act (HIPAA).
 - 5.1.2. 45-CFR 160-164.
 - 5.1.3. 42 CFR Part 2 for SUD Data
 - 5.1.4. NH Administrative Rule He-M 2019 for Mental Health Data.

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Exhibit A

- 5.2. The Contractor shall ensure confidentiality agreements are signed by all parties sharing data in order to safeguard any identifiable information collected and disclosed to prevent any inadvertent disclosure of indefinable information.
- 5.3. The Contractor shall not collect, receive, store, or manage confidential data as defined in Exhibit K, DHHS Information Security Requirements, of this Agreement, from or on behalf of the Department unless or until a Data Sharing Agreement (DSA), as provided by the Department, has been executed by both parties and approved by the Governor and Executive Council.

6. Performance Measures

- 6.1. The Contractor shall increase the collection and use of pertinent data to identify emerging hot spot and drug threats through sharing syndromic and sentinel data systems across multisector partners as evidenced in quarterly reports.
- 6.2. The Contractor shall increase the use of shared data to inform collaborative public health and public safety prevention and response activities as evidenced in quarterly reports.
- 6.3. The Contractor shall increase local awareness of the opioid overdose epidemic and the evidence-based approaches implemented by public safety and first responder partners as evidenced in quarterly reports.
- 6.4. The Contractor shall increase opportunities and establish processes to link individuals to SUD and OUD care as evidenced in quarterly reports.

7. Deliverables

- 7.1. The Contractor shall execute data sharing agreements with community partners, public health partners and public safety partners, as appropriate, no later than April of 2020, unless otherwise approved by the Department.
- 7.2. The Contractor shall provide biweekly reports at City Leadership Team Meetings, as described in Section 2, beginning no later than August 31, 2020.
- 7.3. The Contractor shall schedule NE HIDTA informational presentation no later than August 31, 2020.
- 7.4. The Contractor shall create the Clear Impact Dashboard no later than April 28, 2020.
- 7.5. The Contractor shall establish the Clear Impact Dashboard as a bimonthly situation report no later than August 31, 2020.
- 7.6. The Contractor shall produce a comprehensive unified plan for Manchester to address the risks and mitigate the impact of ACEs for public safety and first responders no later than August 31, 2020.

**New Hampshire Department of Health and Human Services
Overdose Data to Action
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Exhibit A

- 7.7. The Contractor shall develop one (1) asset mapping summary and visual display as well as one (1) best practices scan no later than February 29, 2020, unless otherwise extended by the Department.
- 7.8. The Contractor shall ensure five (5) focus groups are scheduled not later than February 29, 2020, unless otherwise specified by the Department.
- 7.9. The Contractor shall ensure a set of legally approved informed consent and release forms are in place with processes for use no later than February 28, 2021.
- 7.10. The Contractor shall provide one (1) expansion plan to the Department approval no later than November 30, 2020.
- 7.11. The Contractor in partnership with Department shall implement one (1) integration plan that focuses on 24/7 access to treatment that integrates individuals from Safe Station Programs to the NH Doorways Model no later than December 31, 2020.
- 7.12. The Contractor shall provide a revision of the work plan and performance measures and a draft evaluation plan for the scope of work and will work with the Department's OD2A grant Principal Investigator to provide the CDC with required updates and other documents as noted above in section 4.4.
- 7.13. The Contractor shall attend CDC webinars and conference calls related to Strategy 8.
- 7.14. The Contractor shall attend quarterly Strategy Lead meetings conducted by the Department to report their progress on Strategy 8 and to integrate with the other strategies.

8. Glossary

- 8.1. Adverse Childhood Events (ACEs): Adverse childhood experiences, or ACEs, are traumatic events that occur in childhood (0-17 years). These include; experiencing violence or abuse; witnessing violence in the home or community; and having a family member attempt or die by suicide. Additionally, events within a child's environment can undermine their sense of safety, stability, and bonding and may include growing up in a household with substance misuse; mental health problems; instability due to parental separation or household members being in jail or prison. ACEs are linked to chronic health problems, mental illness, and substance misuse in adulthood. ACEs can also negatively impact education and job opportunities.
- 8.2. Clear Impact Dashboard: The Contractor will utilize the Clear Impact Tool to create a bimonthly situation report dashboard that incorporates opioid data,

**New Hampshire Department of Health and Human Services
Overdose Data to Action
Partnerships with Public Safety and First Responders**



Exhibit A

- emergency response, law enforcement, and health data to comprehensively inform decision-making and prevention strategies. <https://clearimpact.com/>
- 8.3. **Collective Medical (CM): Network4Health**, the Integrated Delivery Network, has utilized funding to establish interoperable data systems through Collective Medical among leading local and state health providers, including hospitals, primary care and behavioral health.
 - 8.4. **Comprehensive Unified Plan:** The Contractor plans to develop a comprehensive unified plan for Manchester to address the risks and mitigate the impact of ACES. This plan will leverage community and State partnerships/resources. This plan will be informed by evidence-based practices and successful models outside of New Hampshire to address the opioid crisis and address the root/upstream factors of mental/behavioral health access.
 - 8.5. **New England High Intensity Drug Trafficking (NE HIDTA):** New England HIDTA provides funding resources, facilitates and enhances coordination of federal, state, and local law enforcement agencies in designated areas, enabling them to combine and leverage resources and capabilities to carry out activities to address the specific drug threats of those areas.
 - 8.6. **Overdose Detection Mapping Application Program (ODMAP):** ODMAP provides near real-time suspected overdose surveillance data across jurisdictions to support public safety and public health efforts to mobilize an immediate response to a sudden increase, or spike in overdose events. It links first responders and relevant record management systems to a mapping tool to track overdoses to stimulate real-time response and strategic analysis across jurisdictions.
 - 8.7. **Opioid Use Disorder (OUD)** An opioid use disorder is defined as a problematic pattern of opioid use that leads to serious impairment or distress.
 - 8.8. **Results-Based Accountability (RBA) performance dashboard.** The contractor will utilize the Clear Impact Tool to create dashboard based performance measures for their Comprehensive Unified Plan.
 - 8.9. **Substance Use Disorder (SUD):** Drug addiction, also called substance use disorder, is a disease that affects a person's brain and behavior and leads to an inability to control the use of a legal or illegal drug or medication. Substances such as alcohol, marijuana and nicotine also are considered drugs.



**New Hampshire Department of Health and Human Services
Overdose Data to Action
Partnerships with Public Safety and First Responders**

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with general funds and federal funds as follows: 100% Federal Funds from Centers for Disease Control & Prevention, Overdose Data to Action Grant, Catalog of Federal Domestic Assistance (CFDA)#93.136, Federal Award Identification Number (FAIN)#NU17CE924984.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, through Exhibit B-3, Budget.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services



**New Hampshire Department of Health and Human Services
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Partnerships with Public Safety and First Responders**

Exhibit B

Division of Public Health
29 Hazen Drive
Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1, Budget

Contractor name: Manchester Health Department		New Hampshire Department of Health and Human Services								
Budget Request for: Overseas Data to Action Partnerships with Public Safety and First Responders										
Budget Period: State Fiscal Year 2020										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	\$ 140,000.00	\$ -	\$ 140,000.00	\$ -	\$ -	\$ -	\$ 140,000.00	\$ -	\$ 140,000.00	
2. Employee Benefits	\$ 97,000.00	\$ -	\$ 97,000.00	\$ -	\$ -	\$ -	\$ 97,000.00	\$ -	\$ 97,000.00	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 240,000.00	\$ -	\$ 240,000.00	\$ -	\$ -	\$ -	\$ 240,000.00	\$ -	\$ 240,000.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: *JC*
 Date: *2/21/20*

New Hampshire Department of Health and Human Services

Contractor name **Manchester Health Department**

Budget Request for: **Overdose Data to Action Partnerships with Public Safety and First Responders**

Budget Period: **July 1, 2020 - June 30, 2021**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 140,000.00	\$ -	\$ 140,000.00	\$ -	\$ -	\$ -	\$ 140,000.00	\$ -	\$ 140,000.00
2. Employee Benefits	\$ 97,000.00	\$ -	\$ 97,000.00	\$ -	\$ -	\$ -	\$ 97,000.00	\$ -	\$ 97,000.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 240,000.00	\$ -	\$ 240,000.00	\$ -	\$ -	\$ -	\$ 240,000.00	\$ -	\$ 240,000.00

Indirect As A Percent of Direct

0.0%

Contractor Initials *DC*
 Date *5/24/20*

New Hampshire Department of Health and Human Services
 Contractor name **Manchester Health Department**
 Budget Request for: **Overdose Data to Action Partnerships with Public Safety and First Responders**
 Budget Period: **July 1, 2021 - June 30, 2022**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 140,000.00	\$ -	\$ 140,000.00	\$ -	\$ -	\$ -	\$ 140,000.00	\$ -	\$ 140,000.00
2. Employee Benefits	\$ 97,000.00	\$ -	\$ 97,000.00	\$ -	\$ -	\$ -	\$ 97,000.00	\$ -	\$ 97,000.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 240,000.00	\$ -	\$ 240,000.00	\$ -	\$ -	\$ -	\$ 240,000.00	\$ -	\$ 240,000.00

Indirect As A Percent of Direct 0.0%

Contractor Initials *JC*
 Date *2/24/20*



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 Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party 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;

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.

New Hampshire Department of Health and Human Services
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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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



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

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

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

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

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

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

New Hampshire Department of Health and Human Services
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- 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.

20. Contract Definitions:

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

1.2. Section 10, 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.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

New Hampshire Department of Health and Human Services
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- 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.

Vendor Name: City of Manchester Health Dept

2/24/20
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor



CERTIFICATION REGARDING LOBBYING

The Vendor 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.

Vendor Name: City of Manchester Health Dept

2/24/20
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor



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

The Vendor 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

New Hampshire Department of Health and Human Services
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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.

Vendor Name: City of Manchester Health Dept

Date 2/2/20

Name: Joyce Craig
Title: Mayor



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

The Vendor 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:

Vendor 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

Vendor Initials GC

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

Date 2/26/20

New Hampshire Department of Health and Human Services
Exhibit G



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

The Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: City of Manchester Health Dept

2/24/20
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor

Exhibit G

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

Vendor Initials

JC



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 Vendor 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 Vendor 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.

Vendor Name: City of Manchester Health Dept

2/24/20
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor



Exhibit I

**HEALTH INSURANCE PORTABILITY
ACT BUSINESS ASSOCIATE
AGREEMENT**

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

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



Exhibit I

- 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.

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

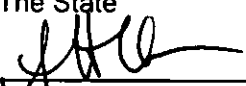
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security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




Exhibit I

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

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

Department of Health and Human Services
The State

 Signature of Authorized Representative
Ann H.N. Landry
 Name of Authorized Representative
Associate Commissioner
 Title of Authorized Representative
2/24/2020
 Date

City of Manchester Health Dept
 Name of the Vendor

 Signature of Authorized Representative
Joyce Craig
 Name of Authorized Representative
Mayor
 Title of Authorized Representative
2/21/20
 Date



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

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

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

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

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

The Vendor 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 Vendor 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.

Vendor Name: City of Manchester Health Dept

2/21/20
Date

Name Joyce Craig
Title: Mayor

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Vendor 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?

NO YES

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

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

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

NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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 December 3, 2019,

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

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

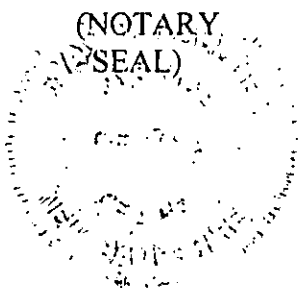
hereby is authorized on behalf of this municipality to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

- 3. The foregoing action on has not been amended or revoked and remains in full force and effect as of FEBRUARY 21, 2020
- 4. Joyce Craig (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 21st day of February, 2020 by Joyce Craig
(Name of Person Signing Above)



[Signature]
(Name of Notary Public)

Title: Notary Public/Justice of the Peace
Commission Expires: January 8, 2025

RYAN P. MAHONEY
Justice of the Peace - New Hampshire
My Commission Expires January 8, 2025

Kevin J. O'Neil
Risk Manager



CITY OF MANCHESTER
Office of Risk Management

CERTIFICATE OF COVERAGE
NH DEPARTMENT OF HEALTH & HUMAN SERVICES
129 Pleasant Street
Concord, NH 03301-3857

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	325
	Each Occurrence	1000
AUTOMOBILE LIABILITY	Aggregate	2000
	Bodily Injury and Property Damage	
	Each Person	325
WORKER'S COMPENSATION	Each Occurrence	1000
	Aggregate	2000
	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
Overdose Data to Action Partnership with Public Safety and First Responders (SS-2020-DPHS-10-ACTION from Feb. 1, 2020 thru Aug. 31, 2022.

Issued the 20th day of February, 2020.

Kevin O'Neil, Jr.
Risk Manager

Anna J. Thomas, MPH
Public Health Director
Philip J. Alexakos, MPH, REHS
Chief Operations Officer
Jaime L. Hoebeke, MPH, MCHES
Chief Strategy Officer



BOARD OF HEALTH
Reverend Richard D. Clegg
Stephanie P. Hewitt, MSN, FNP-BC
Robert G. Ross, DDS
Ellen Smith Tourigny
Tanya A. Tupick, DO

CITY OF MANCHESTER
Health Department

BOARD OF HEALTH

Reverend Richard D. Clegg
10/16/2018-07/01/2020
1st Term
Lay Representative

Stephanie P. Hewitt, MSN, FNP-BC
10/04/2016 – 07/01/2021
2nd Term
Nursing Representative

Robert G. Ross, DDS
1st Term
12/09/2019-07/01/2021
Dental Representative

Ellen Smith Tourigny
09/05/2017-07/01/2020
1st Term
Labor Representative

Tanya A. Tupick, D.O.
2nd Term
10/04/2016 – 07/01/2021
Physician Representative

**Philip J. Alexakos, MPH, REHS
Manchester Health Department**

EDUCATION

**Bachelor of Science Degree, May 1994
Bates College, Lewiston, Maine
Major: Biology
3.0 GPA**

**Master of Public Health, May 2004
University of New Hampshire
Public Health Ecology Concentration
3.93 GPA**

EXPERIENCE

2-19 to Present Chief Operating Officer , Manchester Health Department

Oversee the Infectious Disease and Environmental Health and Emergency Preparedness Branches at the Manchester Health Department (Health Protection Section). Serves as the Deputy Health Officer in matters of law and enforcement. Responsible for the day-to-day logistic and operational needs of the Department and facility. Serves as a liaison to elected officials and other partners in the matter of legislative policy development.

**5-07 to 2-19 Public Health Preparedness Administrator
(Chief of Environmental Health and Emergency Preparedness)
Manchester Health Department, Manchester, NH**

Oversee all aspects of the environmental health program as noted below. Responsible for the completion of tasks as required by the public health preparedness grants received by the Department. Serve as the Director of the Greater Manchester Medical Reserve Corps. Serves as the Chair of the Regional Public Health Emergency Preparedness Coordinating Committee. Functions as the environmental health and preparedness liaison to all municipalities and public health partners in the Greater Manchester Public Health Region. Plans and organizes local and regional preparedness exercises to meet or exceed

Federal, State and Local requirements. Teaches classes and provides trainings throughout the State on a variety of public health and preparedness topics. Serves on several preparedness and environmental health workgroups as requested.

8/10-present Adjunct Faculty Member
University of New Hampshire, School of Health Management
and Policy, Master of Public Health Program

Teaches a graduate level course on environmental health, integrating broad global concepts and local application of interventions and strategies. The course is designed to require critical thinking and analysis of the effects of environmental health issues on all affected stakeholders. Serves as a Faculty Advisor for Field Study and Capstone Students and Student groups.

12/01 to 5/07 Senior Public Health Specialist and Supervisor of
Environmental Health
Manchester Health Department, Manchester, NH

Immediate supervisor of the environmental health division. Performed all tasks under the senior environmental health specialist job description. Provided assistance to all staff in the division as well as peers across the Public Health Preparedness catchment area. Served as an executive board member of food safety and lead poisoning prevention coalitions. Evaluated employees for performance and departmental objectives and outcomes. Taught classes in core functions of public health and environmental health for the Institute for Local Public Health Practice.

1/07 to 1/09 Adjunct Faculty Member
Southern New Hampshire University, School of Hospitality,
Tourism and Culinary Management

Taught an undergraduate class on Sanitation, Safety and Security as it relates to food service, hospitality and hotel operations. This class incorporated two separate curricula. The first, using the National Restaurant Association's ServSafe text and Instructor resources to prepare students for the certification exam as a measurement of competency. The second using the American Hotel and Lodging Association's Security and Loss Prevention Management text with an optional certification exam to demonstrate competencies beyond the final exam.

12/97- 12/01 Senior Environmental Health Specialist
Manchester Health Department, Manchester, NH

Mentored environmental health specialists. Performed duties as noted in environmental health specialist description below. In addition, performed subsurface sewage disposal systems inspections and soil analyses. Provided lead poisoning prevention education for property owners and tenants. Lead investigations of foodborne illnesses or other projects as assigned by the Chief of the Division.

**12/94- 12/97 Environmental Health Specialist
Manchester Health Department, Manchester, NH**

Performed duties related to a comprehensive environmental health program, including but not limited to: inspection of food service establishments, inspection of institutional inspections, swimming pool inspections, plan review, investigation of public health nuisance complaints. Hosted, produced and edited "Our Public Health", a monthly, Manchester cable access program addressing important topics in public health, reaching a potential audience of 80,000 people.

**8/94-12/94 Chemistry Lab Instructor
Notre Dame College, Manchester, NH**

Responsible for the set-up and instruction of chemistry laboratory sessions in General Chemistry for science majors. Lectured for the Professor in her absence. Tutored students in Biology and Chemistry.

PROFESSIONAL QUALIFICATIONS

- Registered Environmental Health Specialist, NEHA, Certificate Number: 90000351
- Licensed Sub-Surface Sewage Disposal Systems Designer, State of NH, Permit Number: 1385
- State of NH Department of Environmental Services Sub-Surface Sewage Disposal System, Inspector
- ServSafe Instructor/Proctor, National Restaurant Association, Certificate Number: 12007165
- Licensed Lead Sampling Technician, EPA, Certificate: LST-114, 2001
- Certified Pool Operator, 2003
- Certified HAPSITE Technician, 2003

PROFESSIONAL ORGANIZATIONS and COMMITTEES

- Member, National Environmental Health Association (NEHA), 2001- present
- Government Access Producer, Manchester Community Television, 1995- present
- Board Member, New Hampshire Indoor Air Quality Association-Manchester Chapter 2009-Present

- Governor Appointee on the Council on the Relationship Between the Environment and Public Health, 2006-2010 (sunset)
- Governor Appointee on the Health and Human Services Oversight Subcommittee-Food Services Performance Audit (2016-sunset)
- Director, Greater Manchester Medical Reserve Corps, August 2008-present
- Bed Bug Action Committee, 2009-present
- Public Health Nuisance Workgroup, 2014
- Shelter Surveillance Committee, 2014-present
- Shelter Food and Hydration Committee, 2014-present
- Granite State Health Care Coalition, Leadership, 2017-present

CONTINUING EDUCATION

Foodborne Disease and Control, CDC, 1995
 Hazard Analysis of Critical Control Points, FDA, 1995
 Warrington Microlead I X-ray Fluorescence Analyzer Operation, 1995
 Introduction to Soil Science, University of NH, 1996
 Orientation to Indoor Air Quality, Harvard School of Public Health, 1996
 Principles of Epidemiology, CDC, 1996
 Investigation of an Outbreak of Pharyngitis, CDC, 1997
 Epidemiology in Action, CDC/Emory University, Atlanta, GA, 1997
 Communicable Disease Control, CDC, 1997
 Food Microbiological Control, FDA, 1998
 Investigating Foodborne Illness, FDA, 1999
 Intermediate Methods in Epidemiology, CDC/Emory University, Atlanta, GA, 2000
 Environmental Health Sciences, CDC, 2000
 National Fire Academy, Emergency Response to Terrorism: Basic Concepts, 2001
 HAPSITE certification, December 2003
 Level A Hazmat trained, 2003
 Certified Pool Operator Class, 2003
 Applied Communicable Disease Investigation, Control and Microbiology, 2004
 NIMS Training and Certification, 2006
 Avian Influenza Rapid Response, CDC, CSTE, 2007
 Public Safety WMD Response — Sampling Techniques and Guidelines (PER-222), LSU, 2007
 Incident Command Trainings (IS-100a, IS-120, IS-200a, IS 700, IS-300, MGT-313, IS-860a, IS-546a)
 HSEEP Evaluator, 2008
 Psychological First Aid, 2008
 Disaster Epidemiology (CASPER and ACE), April 21-23, 2014
 CDC SNS Mobil Prep Course, October 2014

COMMUNITY ACTIVITIES

- Referee, United States Soccer Federation (1988- 2002, 2018)
- Referee, National Intercollegiate Soccer Officials Association (1999- 2004)

- Referee, National Federation of High Schools (soccer) (1994-present)
- Volunteer Soccer Coach, Town of Bedford, Global Premier Soccer and Bedford Athletic Club, NH (2007-present)

Conversant in Spanish

References available upon request

Jaime Lynn Hoebeke, MPH, MCHES

Manchester Health Department • 1528 Elm Street • Manchester, New Hampshire 03101

EDUCATION AND PROFESSIONAL CERTIFICATION

Boston University School of Public Health August 2007 – August 2009	<i>Master of Public Health</i> <i>Social and Behavioral Sciences</i>	Boston, MA
Johns Hopkins Bloomberg School of Public Health August 2006 – December 2006	Fundamentals of Epidemiology I & II	Baltimore, MD
National Commission for Health Education Credentialing October 2000-May 2011 June 2011	<i>Certified Health Education Specialist</i> <i>Master Certified Health Education Specialist</i>	Washington, DC
University of Massachusetts May 2000	<i>Bachelor of Science</i> <i>Community Health Education</i>	Lowell, MA

PROFESSIONAL EXPERIENCE

City of Manchester Health Department February 2019- Present	<i>Chief Strategy Officer</i>	Manchester, NH
<ul style="list-style-type: none">• With the Public Health Director and Chief Operating Officer, oversee Department operations and financing, as well as engage policy makers on key public health issues.• Directly oversee the Health Promotion Section of the Department, which includes the School Health Branch and the Neighborhood & Family Health Branch.• Spearhead Departmental quality improvement efforts, including performance measurement approaches utilizing results based accountability and data dashboards to evaluate impact on population-level outcomes.• Lead special strategic initiatives of the Department, including resource development, to improve population health through prevention strategies aimed at the social determinants of health.• Create community health assessments and community health improvement plans/processes to guide and mobilize action to address priority health concerns.• Represent the Department on health-related Committees and Boards at a Local, State, and Regional level.		
City of Manchester Health Department September 2013- January 2019	<i>Division Head</i> <i>Division of Chronic Disease Prevention and Neighborhood Health</i>	Manchester, NH
<ul style="list-style-type: none">• Supervise and manage all Division staff; including performance evaluations; as well as the Division's budget through various sources (i.e. grants, municipal funds).• Oversee all aspects of the Division's programming, including grant writing to support Department-wide efforts, in which approximately \$1.9 million has been awarded to the Department.• Lead the design, implementation, and evaluation of the Division's community-based health improvement efforts involving multidisciplinary partnerships and policy, systems, and environmental change strategies to address the social determinants of health.• Conduct assessment activities to analyze and highlight health inequities at the neighborhood level to appropriately target and design intervention strategies and guide the actions of community partners, such as the creation of community health improvement reports and plans.• Serve as a member of the Department's Senior Leadership Team, which is involved in overall Department management and operations, as well as Departmental quality improvement efforts.• Represent the Department on a number of health-related Committees, Councils, and Boards at the Local, State, and Regional levels.		

City of Manchester Health Department
July 2006-
September 2013

Manchester, NH

***Senior Public Health Specialist
Division of Chronic Disease Prevention and Neighborhood Health***

- Supervised and managed Division staff as appropriate for pay grade; including performance evaluations.
- Managed several chronic disease prevention initiatives with an emphasis on health equity and social determinants of health, including grant writing to support efforts.
- Led the design, implementation, and evaluation of community-based health improvement efforts, including policy, systems, and environmental change strategies in the built environment to improve neighborhood walkability and livability and increase access to healthy, affordable food sources.
- Served as primary or contributing author of community health improvement reports and plans, such as the City of Manchester's Healthy Homes Strategic Plan (2012) and the Greater Manchester Community Needs Assessment (2009).
- Represented the Department on a number of health-related Committees, Councils, and Boards at the Local, State, and Regional levels.

City of Manchester Health Department
September 2003-
July 2006

Manchester, NH

***Public Health Specialist I
Division of Public Health Planning and Assessment***

- Assisted with the establishment of the New Hampshire Institute for Local Public Health Practice to increase core competencies of the public health workforce throughout New Hampshire, in which over 400 public health and health care professionals have participated in course offerings.
- Developed competency-based curriculum to address identified training needs to ensure a competent public health and health care workforce.
- Managed all aspects of program administration for the New Hampshire Institute for Local Public Health Practice, such as marketing, educational incentives, registration, and instructor/presentation preparation.
- Participated in community-based health improvement efforts related to health education and health promotion.

Faulkner Hospital
July 2000-
September 2003

Boston, MA

***Community Benefits Coordinator
Community Health and Benefits Department***

- Managed hospital health education programs for the community, which included oversight responsibility of 15 volunteer CPR staff, 10 volunteer Senior Dinner staff, and management of 70 hospital staff volunteers.
- Represented Faulkner Hospital on health planning coalitions/committees within Jamaica Plain, Hyde Park, Roslindale, West Roxbury, and Dedham.
- Coordinated School Partnership Program, which included facilitation, instruction, and health program and curriculum development for several Boston Public and Private Schools.

PROMOTIONS AND AWARDS

- NH Governor's Council on Physical Activity & Health, *Outstanding Achievement Award*, May 2019
- NH Children's Health Foundation, *Sandi Van Scoyoc Legacy Award*, September 2018
- NH Union Leader and Business and Industry Association, *Top 40 under Forty Class of 2015*, January 2015
- City of Manchester Health Department, Promoted from Senior Public Health Specialist to Division Head of Chronic Disease Prevention and Neighborhood Health, October 2013
- Boston University School of Public Health, *Best Overall Poster Presentation – Association between Neighborhood Deprivation and Coronary Heart Disease Mortality*, August 2009
- Boston University School of Public Health, *Community Health Scholar – awarded one of ten half-tuition scholarships for full-time public health professionals seeking graduate degrees*, September 2007
- City of Manchester Health Department, *Employee of the Year – 2006*, January 2007
- City of Manchester Health Department, Promoted from Public Health Specialist I to Senior Public Health Specialist, July 2006
- City of Manchester Health Department, *Recognition for Exemplary Work*, December 2004 & 2005

- Faulkner Hospital, *Partners in Excellence Award* – awarded by Partners Healthcare System for “Partners in Discovery” program, September 2003
- Faulkner Hospital, Promoted from Community Benefits Assistant to Community Benefits Coordinator, April 2002
- Faulkner Hospital, *Bravo Award* – awarded by peer for superior performance beyond daily expectations, July 2001

LEADERSHIP

City of Manchester, Management Program (application/invite only)	2019
Chair, <i>Strategic Planning Board Committee</i> , Mental Health Center of Greater Manchester	2018-Present
Leadership Greater Manchester, <i>Steering Committee</i> , Manchester Chamber of Commerce	2018-Present
Leadership Greater Manchester, <i>Class of 2018</i> , Manchester Chamber of Commerce	2017-2018
YMCA Advisory Board, Manchester Downtown Branch	2016-2019
Board of Directors, Mental Health Center of Greater Manchester	2015-Present
Project LAUNCH Local Operations Team	2015-2018
Project Director, National Prevention Partnership Awards Program Grant	2014-2017
City of Manchester Health Department, Senior Leadership Team	2013-Present
Co-Chair, City of Manchester, Wellness Committee	2011-2019
Board of Directors, NH Comprehensive Cancer Control	2009-2017
NH Healthy Eating and Active Living Leadership Team	2009-2016
Co-Director, Robert Wood Johnson Foundation, Roadmaps to Community Health Grant	2012-2014
RWJF Regional Childhood Obesity Prevention Training (invite only), Newark, NJ	October 2011
CDC Prevention Research Center Annual Conference (invite only), Atlanta, GA	April 2011
Board of Directors, NH Public Health Association	2010-2015
Co-Investigator, RWJF Active Living Research Project	2010-2011
Prevention Research Center at Dartmouth – Action Learning Collaborative Team	2009-2013
National Poverty Center Workshop on Socioeconomic Disparities (competitive application process), Ann Arbor, MI	June 2009
Public Health Improvement Services Council (Legislative Study Committee until 2010)	2007-2015
RWJF Multi-State Learning Collaborative Meeting (invite only), Cincinnati, OH	February 2007
ACS Susan C. LaBree Volunteer Values Award	Nominee 2006

SELECTED COMMUNITY HEALTH IMPROVEMENT REPORTS, PRESENTATIONS, AND PUBLICATIONS

- Panel Presenter, 500 Cities Project: Local Data for Better Health Launching Summit (Dallas, TX; December 2016)
- Schifferdecker, K. E., Bazos, D. A., Sutherland, K.A., LaFave L. R., Ruggles, L., Fedrizzi, R., Hoebeke, J. (2016). A Review of Tools to Assist Hospitals in Meeting Community Health Assessment and Implementation Strategy Requirements. *Journal of Healthcare Management* 61(1), 44. Foundation of the American College of Healthcare Executives.
- Primary Author, City of Manchester Health Department, “*Manchester Neighborhood Health Improvement Strategy*” (April 2014)
- Bazos, D. A., Schifferdecker, K. E., Fedrizzi, R., Hoebeke, J., Ruggles, L., Goldsberry, Y. (2013). Action-Learning Collaboratives as a Platform for Community-Based Participatory Research to Advance Obesity Prevention. *Journal of Health Care for the Poor and Underserved* 24(2), 61-79. The Johns Hopkins University Press.
- Primary Author, City of Manchester Health Department, “*City of Manchester Healthy Homes Strategic Plan*” (August 2012)
- National Conference Panel Presenter, American Public Health Association Annual Conference, *Engaging the Community and Non-Traditional Partners to Create Healthier Neighborhoods: Manchester, NH HEAL Innovation Fund Project* (Washington, DC; October 2011)
- National Conference Panel Presenter, National Healthy Homes Conference, *Manchester HEAL Innovation Fund Project: Fostering healthy neighborhoods* (Denver, Colorado; June 2011)

- Professional Research Poster, CDC Prevention Research Center Annual Conference, *Improving Walkability within Neighborhoods Prioritized for Elevated CHD Risk: From research to practice in a small urban community* (Atlanta, Georgia; April 2011)
- Presenter, Leadership Greater Manchester, *"What Makes a Neighborhood Healthy or Not"* (March 2011)
- Co-Investigator, Robert Wood Johnson Foundation Active Living Research Project, *Creating Safe Neighborhoods for Active Living: A case study of policy change*, (December 2010)
- State Conference Presenter, NH Healthy Eating Active Living Conference, *"Case Study: Manchester HEAL Innovation Fund Project"* (October 2010)
- Contributing Author, Greater Manchester Community Needs Assessment, *"Believe in a Healthy Community"* (November 2009)
- Research Project, *"Association between Neighborhood Deprivation and Coronary Health Disease Morality in Manchester, New Hampshire"* (August 2009)
- National Webcast Presenter, National Association of County and City Health Officials, *"City of Manchester Health Department: Quality Improvement in Action"* presentation (2008)
- Contributing Author, City of Manchester Health Department, *"Public Health Report Cards"* (2005)

SELECTED PROJECTS

Chronic Disease Prevention and Neighborhood Health

- *National Prevention Partnership Awards Program (expansion of Manchester Community Schools Project)*, improving access to preventive health services and community based resources through a community schools approach (Project Director, 2014-2017)
- *Manchester Community Schools Project*, a systems change approach to establish elementary schools as neighborhood hubs to increase community connectedness and social capital, and improve perceptions of neighborhood safety and crime/violence (Co-Director, 2012-2014)
- *Healthy Homes Strategic Planning*, a community-based planning process to develop a coordinated and sustainable system of healthy homes services in Manchester (Department Co-Lead, May 2010-2015)
- *Manchester Healthy Eating Active Living Innovation Fund Project*, a policy and environmental change initiative for center city neighborhoods in Manchester (Program Manager, November 2009-October 2012)
- *Safe Routes to School*, a national program to increase the number of students who safely walk to school on a regular basis (Program Manager, October 2007-September 2012)
- *Manchester Asthma Education and Outreach Program*, a home-based asthma clinical management and healthy homes assessment program for multilingual families with children/teens who have persistent, moderate-severe asthma (Program Manager, September 1, 2006-2013)

GRANT FUNDING AWARDS

The Corporation for Supportive Housing, <i>NH Supportive Housing Institute</i> , 2019	TA/Facilitation
National Recreation and Parks Association/Walt Disney Company, <i>Meet Me at the Park</i> , 2017	\$40,000.00
Robert Wood Johnson Foundation, <i>Roadmaps to Health Action Award</i> , 2015	\$10,000.00
U.S. Office of the Assistant Secretary for Health, <i>National Prevention Partnership Awards</i> , 2014	\$1,056,919.00
HNH Foundation, <i>HEAL Neighborhood Improvements</i> , 2014	\$49,982.75
Robert Wood Johnson Foundation, <i>Roadmaps to Community Health</i> , 2012	\$331,682.00
HNHfoundation, <i>HEAL Innovation Fund Project Expansion</i> , 2012	\$25,000.00
New Hampshire Department of Transportation, <i>Safe Routes to School Program</i> , 2011	\$9,500.00
New England Environmental Protection Agency, <i>Asthma Education and Outreach Program</i> , 2011	\$26,269.69
New Hampshire Department of Transportation, <i>Safe Routes to School Program</i> , 2010	\$12,350.00
New Hampshire Department of Transportation, <i>Safe Routes to School Program</i> , 2010	\$194,115.00
New England Asthma Regional Council, <i>Healthy Homes Strategic Planning</i> , 2010	TA/Facilitation
Convergence Partnership/HNHfoundation, <i>HEAL Innovation Fund Project</i> , 2010	\$90,000.00
New Hampshire Department of Transportation, <i>Safe Routes to School Program</i> , 2008	\$14,575.00
National Assoc. of County and City Health Officials, <i>Accreditation Preparation & QI Project</i> , 2007	\$30,000.00
American Cancer Society, <i>Manchester Accesses Mammograms (MAM)</i> , 2007	\$30,000.00
New England Environmental Protection Agency, <i>Asthma Education and Outreach Program</i> , 2007	\$28,000.00
New Hampshire Dept. of Health and Human Services, <i>Public Health Workforce Development</i> , 2005	\$50,000.00

DANIEL A. GOONAN

EDUCATION

- Granite State College, Bachelor of Science, Public Safety Administration
- College for Lifelong Learning, Associate Degree, General Studies
- Chief Fire Officer (CFO) Designation, Center for Public Safety Excellence

ADDITIONAL TRAINING

- National Fire Academy, Fire Service Communications
- National Fire Academy, Organizational Theory in Practice
- National Fire Academy, Interpersonal Dynamics
- State of NH Fire Service Instructor

EXPERIENCE

Fire Chief, Manchester Fire Department, Manchester NH **2016-Present**
Direct all activities of the Manchester Fire Department including the Fire Marshal's Office, Dispatch and Communications, and Fire Training and EMS Divisions. Serve as the City's Emergency Management Director. Develop and control an annual operating budget of \$20 million dollars. Responsible for negotiating all union contracts and disciplinary issues. Administration and negotiation of EMS contracts and equipment acquisitions. Lead and oversee Safe Stations Program. Develop and implement procedures guidelines and SOP's. Responsible for community outreach, civic and business relations, public speaking and media activities.

Assistant Fire Chief, Manchester Fire Department, Manchester NH **2015-2016**
Assume the role of Fire Chief and direct all departmental activities in the Chief's absence. Represent the Fire Chief at emergency situations, public functions, Aldermanic Board, City Committees and interdepartmental meetings, and Statewide Management Committees. Assist the Fire Chief in Union contract negotiations and resolve administrative issues. Assistant Director of the Manchester Emergency Management Office, and liaison to Local, State, and Federal Agencies. Direct and oversee the managers of department support divisions.

Deputy Chief of Administration , Manchester Fire Department **2008-2015**
Responsible for all administrative functions of the Manchester Fire Department. Assume the Role of Fire Chief as assigned. Represent the Fire Chief at the Aldermanic Board, City Committees and State Departments and Divisions. Assist in the development, monitoring and modification of the Departmental Budget. Deputy Director of the Emergency Management Division and liaison to State and Federal Agencies. Direct and oversee the managers of several support divisions.

District Fire Chief, Manchester Fire Department **2003-2008**
Directed Fire Suppression and Emergency Medical Operations for the City's 10 Fire Stations, 12 Companies and Private EMS provider. Commanded all daily administrative and response activities. Served as Emergency Management Coordinator. Assigned as the Department's Wellness/Fitness Coordinator.

Captain, Manchester Fire Department **2000-2003**

Served for three years as Operations Captain responsibilities included; permanent assignments at the City's busiest companies and locations. Manage all activities in the Seabrook Reception Center including emergency drills and budget planning.

Lieutenant, Manchester Fire Department

1996-2000

Served as a Company officer in various locations within the City; including some of the busiest fire stations.

Firefighter, Manchester Fire Department

1984-1996

Served as a Firefighter/Rescue/Hazardous Materials Technician and Nationally Certified Emergency Medical Technician on the City's busiest engine and rescue companies.

SPECIAL ASSIGNMENTS AND PROJECTS

- Emergency Management Director for the City of Manchester
- Guide and manage all storm and disaster recovery activities for the City
- Lead the development and monitoring of a \$21 million department budget
- Direct and oversee daily labor/management activities and labor contract negotiations
- Assist Development and oversee department Capital Improvement Program
- Guide and oversee department fleet and equipment specification and acquisition
- Authorize, oversee, and approve all fact-finding and disciplinary activities
- Guide and oversee all human resource and payroll processes and activities
- Guide and oversee all 9-1-1 dispatch center and information technology activities
- Lead and implemented IAFF/IAFC Wellness/Fitness Program
- Serenity Place Treatment Center, Founders Award recipient 2017
- Participated in round table event with First Lady Melania Trump at the White House 2017
- Requested by President Trump attend press conference declaring Opioid Crisis as "National Health Emergency", October 2017.
- Implementation, management, and lead The Manchester, NH Safe Stations Program
- White House Communication Office, contributed to video currently on whitehouse.gov
- Past President of IAFF Local 3820
- Certified New Hampshire Police Officer, 1990 to Present
- Graduate of Leadership Manchester Program
- Member of Governors Emergency Management grant review committee
- Hillsborough County Drug Court Team member
- National Fire Academy Training Resource And Data Exchange presenter
- National Institute on Drug Abuse Speaker National Convention, Bethesda MD
- National Institute on Drug Abuse Speaker International Forum, San Diego
- Contributed to many Local, State and National Media Programs
- Speaker at many Local, State and National functions
- National League of Cities Mayor's Institute on Opioids
- Pastoral Counseling Services, Good Samaritan Award recipient 2019
- Addiction Policy Forum Innovator of the Year Award 2019
- National Institute on Drug Abuse, National Advisory Council on Drug Abuse 2019
- National Institute on Drug Abuse, Justice Community Opioid Innovation Network, Board

City of Manchester Health Department

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Phil Alexakos	Chief Operating Officer	\$110,610	0.0	0.0
Jaime Hoebeke	Chief Strategy Officer	\$92,635	0.0	0.0
Daniel Goonan	Fire Chief	\$164,585	0.00	0.0