



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9559 1-800-852-3345 Ext. 9559
Fax: 603-271-8431 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

JUN 13 11 10 AM '13

89.42% Federal
10.58% General

June 3, 2013

Solo Source

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control and the Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into a sole source agreement with the Manchester Health Department, (Vendor #177433-B009), 1528 Elm Street, Manchester, NH 03101, in an amount not to exceed \$915,560, to improve municipal and regional public health emergency preparedness and substance misuse prevention and related health promotion capacity, to be effective July 1, 2013 through June 30, 2015.

Funds are anticipated to be available in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

Table with 5 columns: Fiscal Year, Class/Object, Class Title, Job Number, Total Amount. Rows include SFY 14 and SFY 15 data for Contracts for Prog Svc, with sub-totals and a grand total of \$784,800.00.

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

Table with 5 columns: Fiscal Year, Class/Object, Class Title, Job Number, Total Amount. Rows include SFY 14 and SFY 15 data for Contracts for Prog Svc, with a sub-total and a grand total of \$915,560.00.

### EXPLANATION

This agreement includes funds that are being awarded through both a sole source and a competitive bid process. The sole source award reflects that as the municipal public health entity, the Health Department provides the infrastructure and legal authority necessary to carry out disease surveillance and investigations; enforce public health laws and regulations; and mitigate public health hazards. These are all core public health functions that are essential to detecting and responding to public health emergencies. The Manchester Health Department was specified as the contracted work performer in the federal cooperative agreement application, which was approved and awarded.

Funds being awarded through a competitive bid process will be used to allow the Manchester Health Department to align a range of public health and substance misuse prevention and related health promotion activities. The Manchester Health Department will be one of 13 agencies statewide to host a Regional Public Health Network, which is the organizational structure through which these activities are implemented. Each Public Health Network site serves a defined Public Health Region, with every municipality in the state assigned to a region.

This agreement aligns programs and services within the Department and this contracted partner to increase the effectiveness of services being provided while reducing the administrative burden and, where feasible, costs for both the Department and this partner. To that end, this agreement provides a mechanism for other funds to be directed to Regional Public Health Networks to continue building coordinated regional systems for the delivery of other public health and substance misuse and health promotion services as funding becomes available.

Altogether, this agreement will build municipal and regional capacity in three broad areas: a Regional Public Health Advisory Committee; Municipal and Regional Public Health Preparedness; and Substance Misuse Prevention and Related Health Promotion services. The Regional Public Health Advisory Committee will engage senior-level leaders from throughout this region to serve in an advisory capacity over the services funded through this agreement. Over time, the Division of Public Health Services and the Bureau of Drug and Alcohol Services expect that the Regional Public Health Advisory Committee will expand this function to other public health and substance misuse prevention and related health promotion services funded by the Department. The long-term goal is for the Regional Public Health Advisory Committee to set regional priorities that are data-driven, evidence-based, responsive to the needs of the region, and to serve in this advisory role over all public health and substance misuse and related health promotion activities occurring in the region.

The effectiveness of a regional response structure for public health emergencies was demonstrated during the H1N1 pandemic when the Regional Public Health Networks statewide offered 533 clinics that vaccinated more than 46,000 individuals. Also, during 2011 and 2012 a number of Medical Reserve Corps units statewide provided basic medical support in emergency shelters during tropical storm Irene and "super storm" Sandy.

The Manchester Health Department will also coordinate substance misuse prevention and related health promotion activities with the primary goal of implementing the three-year regional strategic plan that was developed and completed in June 2012. This strategic plan uses a public health approach that includes Strategic Prevention Framework Model key milestones and products for the evidence-based programs, practices, and policies that will be implemented over the course of the agreement. These efforts must strategically target all levels of society; seek to influence personal behaviors, family systems and the environment in which individuals "live, work, learn and play".

According to the 2011 National Survey on Drug Use and Health, New Hampshire ranks third in the nation for youth alcohol use (17.04% of 12 to 17 year olds reporting drinking in the past month), third in the nation for alcohol use among young adults (73.22% of 18 to 25 year olds reporting drinking in the past month) and sixth in the nation for alcohol use among adults (64.89% of those 26 and older reporting drinking in the past month). In New Hampshire, the rate of alcohol use and binge drinking (having five or more drinks within a couple of hours) among 12 to 20 year olds is significantly higher than the national average.

New Hampshire also ranks high for marijuana use across a wide range of age categories compared to the rest of the nation. According to the 2011 National Survey on Drug Use and Health, the percentage of young people between the ages of 12 and 17 who report marijuana use in the past month is higher in comparison to all of the other U.S. states and territories. Regular marijuana use (at least once in the past 30 days) is reported by 11.35% of 12-17 year olds. The prevalence of marijuana use among 18 to 25 year olds is fifth in the nation, with 27.03% reporting marijuana use in the past month. The rate of regular marijuana use among adults 26 and older is 5.42%, slightly above the U.S. rate of 4.8%.

Finally, prescription drug misuse is at epidemic proportions in New Hampshire where pain reliever abuse among young adults is the tenth highest in the nation (12.31% of 18 to 25 year olds reported non-medical use of pain relievers in the past year). Perhaps the most telling indicator of New Hampshire's epidemic is the steady increase in total drug-related deaths since 2000, with the majority of the increase attributable to prescription drug overdose. The number of drug-related overdose deaths in the state increased substantially between 2002 and 2010, more than doubling from 80 deaths to 174 over the eight-year period. Prescription opioids are the most prevalent drug of abuse leading to death.

Should Governor and Executive Council not authorize this Request, there will be a reduced ability to quickly activate large-scale vaccination clinics and community-based medical clinics; support individuals with medical needs in emergency shelters; and coordinate overall public health response activities in the city and the region. With respect to substance misuse prevention and related health promotion, the regional prevention system that has been addressing these issues would dissolve, causing a further decline of already limited prevention services as this agreement provides for the continuation, coordination and further development of community based prevention services.

As stated previously, the Manchester Health Department was selected for activities that will occur throughout the region through a competitive bid process. A Request for Proposals was posted on the Division of Public Health Services' web site from January 15, 2013 through March 4, 2013. In addition, a bidder's conference was held on January 24 that was attended by more than 80 individuals.

Fifteen Letters of Intent were submitted in response to this statewide competitive bid. Fifteen proposals were received, with the Manchester Health Department being the sole bid to provide these services in this region. This bid was reviewed by two Department of Health and Human Services reviewers who have more than 30 years experience in program administration, emergency planning, and substance misuse prevention. The scoring criteria focused on the bidder's capacity to perform the scope of services and alignment of the budget with the required services. The recommendation that this vendor be selected was based on a satisfactory score and agreement among reviewers that the bidder had significant experience and well-qualified staff. The bid-scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, the Department of Health and Human Services in its sole discretion may decide to offer a two (2) year extension of this agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

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

**Regional Public Health Advisory Committee**

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the six community sectors identified in the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment's plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in a regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, by-laws, MOUs, etc.).
- Establish and increase over time, regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

**Substance Misuse Prevention and Related Health Promotion**

- Percentage of increase of evidence-based programs, practices and policies adopted by sector.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies.
- Number and increase in the diversity of Center for Substance Abuse Prevention categories implemented across Institute of Medicine classifications as outlined in the federal Block Grant Requirements.
- Number of persons served or reached by Institute of Medicine classification.
- Number of key products produced and milestones reached as outline in and reported annually in the Regional Network Annual Report.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional Prevention System's Logic Model.
- Long-term outcomes measured and achieved as applicable to the region's three-year strategic plan.

**Municipal Public Health Preparedness**

- Time for Incident Management Team members to report for immediate duty following notification to do so.
- Time to issue a risk communication message for dissemination to the public.
- Percent of infectious disease reports that initial public health control measures were initiated within the required timeframe.
- Number of professionals trained through the Institute for Local Public Health Practice.

**Regional Public Health Preparedness**

- Score assigned to the region's capacity to dispense medications to the population, based on the Center for Disease Control's Local Technical Assistance Review.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the Division of Public Health Services' Regional Annex Technical Assistance Review.
- Number of Medical Reserve Corps volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by Medical Reserve Corps units

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

June 3, 2013

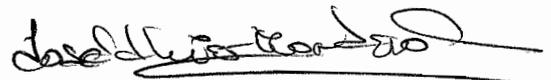
Page 5

The geographic area to be served varies according to the specific activities. In addition to activities within the city of Manchester, regional Public Health Network services include the towns of Auburn, Bedford, Candia, Deerfield, Goffstown, Hooksett, and New Boston.

Source of Funds is 89.42% federal funds and 10.58% general funds.

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

Respectfully submitted,



José Thier Montero, MD  
Director



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

JTM/NLR/NT/js

**Program Name** Division of Public Health Services and Division of Community Based Care Services  
**Contract Purpose** Regional Public Health Network Services  
**RFP Score Summary** Eleven proposals received for 11 Public Health Network Regions

	1	2	3	4	5	6	7	8	9	10	11
<b>RFA/RFP CRITERIA</b>											
<b>Agy Capacity</b>	40	35.50	37.00	32.00	34.00	38.00	36.00	29.00	37.00	37.00	32.00
<b>Program Structure</b>	40	37.50	33.00	34.00	30.00	36.00	35.00	26.00	38.00	37.00	34.00
<b>Budget &amp; Justification</b>	18	16.50	17.00	16.00	15.00	16.00	16.00	14.00	17.00	16.00	17.00
<b>Format</b>	2	1.50	2.00	2.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00
<b>TOTAL POINTS</b>	100	91.00	89.00	84.00	80.00	92.00	89.00	71.00	94.00	92.00	85.00

	1	2	3	4	5	6	7	8	9	10	11
<b>BUDGET REQUEST</b>											
<b>Year 01</b>	\$ 151,163.00	\$ 226,380.00	\$ 151,005.00	\$ 151,880.00	\$ 160,118.00	\$ 457,780.00	\$ 307,480.00	\$ 151,516.00	\$ 154,743.00	\$ 148,301.00	\$ 151,451.00
<b>Year 02</b>	\$ 151,163.00	\$ 226,380.00	\$ 151,005.00	\$ 151,880.00	\$ 160,118.00	\$ 457,780.00	\$ 307,480.00	\$ 151,516.00	\$ 154,743.00	\$ 148,301.00	\$ 151,451.00
<b>Year 03</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL BUDGET REQUEST</b>	\$ 302,326.00	\$ 452,760.00	\$ 302,010.00	\$ 303,760.00	\$ 320,236.00	\$ 915,560.00	\$ 614,960.00	\$ 303,032.00	\$ 309,486.00	\$ 296,602.00	\$ 302,902.00
<b>BUDGET AWARDED</b>											
<b>Year 01</b>	\$ 151,163.00	\$ 226,380.00	\$ 151,005.00	\$ 151,880.00	\$ 160,118.00	\$ 457,780.00	\$ 307,480.00	\$ 151,516.00	\$ 154,743.00	\$ 148,301.00	\$ 151,451.00
<b>Year 02</b>	\$ 151,163.00	\$ 226,380.00	\$ 151,005.00	\$ 151,880.00	\$ 160,118.00	\$ 457,780.00	\$ 307,480.00	\$ 151,516.00	\$ 154,743.00	\$ 148,301.00	\$ 151,451.00
<b>Year 03</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL BUDGET AWARDED</b>	\$ 302,326.00	\$ 452,760.00	\$ 302,010.00	\$ 303,760.00	\$ 320,236.00	\$ 915,560.00	\$ 614,960.00	\$ 303,032.00	\$ 309,486.00	\$ 296,602.00	\$ 302,902.00

**RFP Reviewers**

Name	Job Title	Dept/Agency	Qualifications
Neil Twitchell Ann Crawford	Administrator I Coordinator	Department of Health and Human Services, Division of Public Health Services and Division of Community Based Care Services	This bid was reviewed by two Department of Health and Human Services reviewers who have more than 30 years experience in program administration, emergency planning and substance misuse prevention.

\*Manchester Health Department and City of Nashua, Division of Public Health & Community Services awards include amounts for preparedness that are awarded through sole source. These funds and competitive Public Health Network awards have always been combined into a single contract.

**Program Name** Division of Public Health Services and Division of Community Based Care Services  
**Contract Purpose** Regional Public Health Network Services  
**RFP Score Summary** Two proposals received for the Capital Area Region

RFA/RFP CRITERIA	Max Pts	Community Action Program Belknap-Merrimack Counties, Inc.	Granite United Way
Agy Capacity	40	30.00	34.00
Program Structure	40	31.00	32.00
Budget & Justification	18	15.00	15.00
Format	2	2.00	2.00
<b>Total</b>	<b>100</b>	<b>78.00</b>	<b>83.00</b>

BUDGET REQUEST	
Year 01	\$160,819.00
Year 02	\$160,819.00
Year 03	\$0.00
<b>TOTAL BUDGET REQUEST</b>	<b>\$321,638.00</b>
BUDGET AWARDED	
Year 01	\$0.00
Year 02	\$0.00
Year 03	\$0.00
<b>TOTAL BUDGET AWARDED</b>	<b>\$0.00</b>

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Sandra DelSesto	Director	Institute for Addiction Recovery at Rhode Island College	This bid was reviewed by three Department of Health and Human Services reviewers and two external reviewers who have over 30 years experience in program administration, emergency planning and substance misuse prevention.
2	Patty Baum	Program Officer	Healthy NH	
3	Michelle Ricco Jonas	Family Planning Program Manager	Division of Public Health Services, Maternal and Child Health Services	
4	Neil Twitchell	Administrator	Division of Public Health Services	
5	Valerie Morgan	Administrator	Department of Health and Human Services, Bureau of Drug and Alcohol Services	

**Program Name** Division of Public Health Services and Division of Community Based Care Services  
**Contract Purpose** Regional Public Health Network Services  
**RFP Score Summary** Two proposals received for the Strafford Area

REF/RFP CRITERIA	Max Pts	Goodwin Community Health Center	Health & Safety Council of Strafford County
Agy Capacity	40	34.00	27.00
Program Structure	40	35.00	26.00
Budget & Justification	18	16.00	13.00
Format	2	2.00	1.00
<b>Total</b>	<b>100</b>	<b>87.00</b>	<b>67.00</b>

BUDGET REQUEST		Year 01	Year 02	Year 03	TOTAL BUDGET REQUEST	BUDGET AWARDED
	Year 01	\$177,046.00	\$173,680.00	\$173,680.00	\$524,406.00	\$524,406.00
	Year 02	\$177,046.00	\$173,680.00	\$173,680.00	\$524,406.00	\$524,406.00
	Year 03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>TOTAL BUDGET REQUEST</b>	<b>\$354,092.00</b>	<b>\$347,360.00</b>	<b>\$347,360.00</b>	<b>\$1,048,716.00</b>	<b>\$1,048,716.00</b>
	Year 01	\$167,046.00	\$0.00	\$0.00	\$167,046.00	\$167,046.00
	Year 02	\$167,046.00	\$0.00	\$0.00	\$334,092.00	\$334,092.00
	Year 03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>TOTAL BUDGET AWARDED</b>	<b>\$334,092.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$334,092.00</b>	<b>\$334,092.00</b>

RFP Reviewers		Name	Job Title	Dept/Agency	Qualifications
1	Neil Twitchell	Administrator	DPHS/Division of Public Health Services	This bid was reviewed by two Department of Health and Human Services reviewers and three external reviewers who have over 30 years of experience in program administration, emergency planning and substance misuse prevention.	
2	Jessica Blais	Chief of Prevention Services	DHHS/Bureau of Drug and Alcohol Services		
3	Betsy Houde	Executive Director	The Youth Council		
4	Valerie Morgan	Administrator	DHHS/Bureau of Drug and Alcohol Services		
5	Jo Porter	Deputy Director	NH Institute for Health Policy & Practice, UNH		

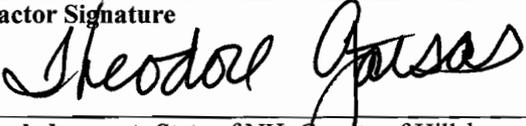
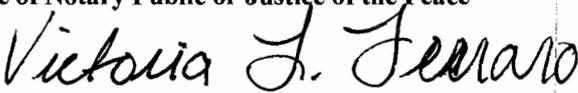
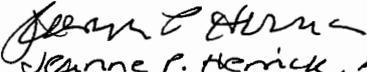
Subject: Regional Public Health Network Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Manchester Health Department		<b>1.4 Contractor Address</b> 1528 Elm Street Manchester, NH 03101	
<b>1.5 Contractor Phone Number</b> (603) 624-6466	<b>1.6 Account Number</b> 05-95-90-902510-5171-102-500731	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$915,560.00
<b>1.9 Contracting Officer for State Agency</b> Lisa L. Bujno, MSN, APRN Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Theodore Gatsas, Mayor	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/13/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b>		VICTORIA L. FERRARO, Notary Public My Commission Expires April 28, 2015 <i>Constituent Service Rep.</i>	
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Lisa L. Bujno, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Jeanne P. Herrick, Attorney On: <u>4 June 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

J.G.  
5/13/13

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: J. G.  
Date: 5/13/13

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

Regional Public Health Network Services

**CONTRACT PERIOD:** July 1, 2013 or Date of G&C approval, whichever is later,  
through June 30, 2015

**CONTRACTOR NAME:** Manchester Health Department  
1528 Elm Street  
**ADDRESS:** Manchester, NH 03101  
**Director:** Tim Soucy  
**TELEPHONE:** (603) 626-6466

**The Contractor shall:**

The contractor, as a recipient of federal and state funds will implement recommendations from the NH Division of Public Health Service's (DPHS) report Creating a Regional Public Health System: Results of an Assessment to Inform the Planning Process to strengthen capacity among public health system partners to deliver essential public health services in a coordinated and effective manner by establishing a Regional Public Health Advisory Committee.

The contractor will implement the 2012 Regional Strategic Plan for Prevention pertaining to communities in their region addressing substance misuse prevention and related health promotion as it aligns with the existing three-year outcome-based strategic prevention plan completed June 2012, located on:  
<http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>.

The contractor will develop regional public health emergency response capabilities in accordance with the Centers for Disease Control and Prevention's (CDC's) Public Health Preparedness Capabilities: National Standards for State and Local Planning (Capabilities Standards) and as appropriate to the region.

The contractor in selected regions will also implement initiatives that respond to other public health needs as identified in this Exhibit A.

All contractors will ensure the administrative and fiscal capacity to accept and expend funds provided by the DPHS and the Bureau of Drug and Alcohol Services (BDAS) for substance misuse prevention and related health promotion and other public health services as such funding may become available.

To achieve these outcomes, the contractor will conduct the following activities:

**1. Regional Public Health Advisory Committee**

Develop and/or maintain a Regional Public Health Advisory Committee comprised of representatives from the community sectors identified in Table 1 of the RFP. At a minimum, this entity shall provide an advisory role to the contractor and, as appropriate, subcontractors to assure the delivery of the services funded through this agreement.

The Regional Public Health Advisory Committee should strive to ensure its membership is inclusive of all local agencies that provide public health services beyond those funded under this agreement. The purpose is to facilitate improvements in the delivery of the 10 Essential Public Health Services including preparedness-related services and continue implementation of the Strategic Prevention Framework (SPF) and substance misuse

prevention and related health promotion as appropriate to the region. This is accomplished by establishing regional public health priorities that are based on assessments of community health; advocating for the implementation of programs, practices and policies that are evidence-based to meet improved health outcomes; and advance the coordination of services among partners.

#### A. Membership

At a minimum, the following entities within the region being served shall be granted full membership rights on the Regional Public Health Advisory Committee.

1. Each municipal and county government
2. Each community hospital
3. Each School Administrative Unit (SAU)
4. Each DPHS-designated community health center
5. Each NH Department of Health and Human Services (DHHS)-designated community mental health center
6. The contractor
7. At least one representative from each of the following community sectors shall also be granted full membership rights: business, cultural and faith-based organizations, social services, housing and sheltering, media, and senior services.
8. Representatives from other sectors or individual entities should be included as determined by the Regional Public Health Advisory Committee.

#### **Responsibilities**

Perform an advisory function to include:

1. Collaborate with the contractor to establish annual priorities to strengthen the capabilities within the region to prepare for and respond to public health emergencies and implement substance misuse prevention and related health promotion activities.
  - 1.1. Upon contracting, recruit and convene members to determine a name for the region that is based on geography (ex. Seacoast, North Country) by September 30.
2. Collaborate with regional partners to collect, analyze and disseminate data about the health of the region.
  - 2.1. Disseminate the 2012 NH State and Regional Health Profiles, the Youth Risk Behavior Survey (YRBS) and Behavioral Risk Factor Surveillance Survey (BRFSS) reports, and the forthcoming State Public Health Improvement Plan to public health system partners in the region in order to inform partners of the health status of the region. Disseminate other reports (ex. Weekly Early Event Detection Report) issued by DHHS as appropriate.
  - 2.2. Participate in local community health assessments, prioritizing the Community Benefits Assessment conducted by hospitals as required under RSA 7:32.
  - 2.3. Participate in regional, county and local health needs assessments convened by other agencies.
  - 2.4. Participate in community health improvement planning processes being conducted by other agencies.
3. Liaison with municipal and county government leaders to provide awareness of and, as possible, participation in the Regional Public Health Advisory Committee and its role to coordinate activities regionally.
4. Designate representatives to other local or regional initiatives that address emergency preparedness and response, substance misuse prevention and related health promotion, and other public health services.
5. Develop and maintain policies and procedures related to the Regional Public Health Advisory Committee that include:
  - 5.1. Organizational structure
  - 5.2. Membership
  - 5.3. Leadership roles and structure
  - 5.4. Committee roles and responsibilities
  - 5.5. Decision-making process
  - 5.6. Subcommittees or workgroups
  - 5.7. Documentation and record-keeping
  - 5.8. Process for reviewing and revising the policies and procedures

6. Complete the PARTNER survey during the fourth quarter of SFY 2014.
7. The chair of the Regional Public Health Advisory Committee or their designee should be present at site visits conducted by the NH DPHS and BDAS and, to the extent possible, be available for other meetings as requested.

## **2. Substance Misuse Prevention and Related Health Promotion**

- a. Ensure oversight to carry out the regional three-year strategic plan (available at: <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>) and coordination of the SPF and other processes as described in this RFP and mapped out within the BDAS Regional Network System Logic Model (Attachment 8):
  1. Maintain and/or hire a full-time-equivalent coordinator to manage the project with one person serving as the primary point of contact and management of the scope of work.
    - a. The Prevention Coordinator(s) is required to be a Certified Prevention Specialist (CPS) or pending certification within one year of start of contract and a graduate from a four year university.
  2. Provide or facilitate appropriate professional office space, meeting space, and access to office equipment to conduct the business of the Regional Public Health Network (RPHN).
  3. Ensure proper and regular supervision to the Coordinator(s) in meeting the deliverables of this contract.
  4. Ensure the continuance of a committee to serve as the content experts for Substance Misuse Prevention and Related Health Promotion and associated consequences for the region that is under the guidance of and informs the Regional Public Health Advisory Committee.
    - a. The expert committee shall consist of the six sectors representative of the region with a shared focus on prevention misuse of substances and associated consequences. The committee will inform and guide the regional efforts to ensure priorities and programs are data-driven, evidence-based, and culturally appropriate to the region to achieve outcomes.
    - b. Ensure the expert committee provides unbiased input into regional activities and development, guidance in the implementation of the three-year strategic plan and other contract deliverables and serves as the liaison to the Regional Public Health Advisory Committee.
    - c. Recruit and maintain various members from the six core sectors to conduct the steps of the SPF in reaching key milestones and producing key products as outline in Attachment 2.
    - d. Submit any and all revised regional network strategic plans as required to BDAS that are data-driven and endorsed by regional members and the expert committee/workgroup.
    - e. Promote and communicate regional outcomes, goals, objectives, activities and successes through media and other community information channels to the regions' coalitions, local drug free community grantees, prevention provider agencies, and other prevention entities as appropriate.
    - f. Cooperate with and coordinate all evaluation efforts as required by BDAS conducted by the Center for Excellence, (e.g. PARTNER Survey, annual Regional Network Evaluation, and other surveys as directed by BDAS).
    - g. Maintain effective training and on-going communication within the coalition, expert committee, broader membership, six core sectors, and all subcommittees.
    - h. Attend all State required trainings, workshops, and bi-monthly meetings.
    - i. Work with BDAS and the Bureau of Liquor Enforcement to institute Comprehensive Synar Plan activities (merchant and community education efforts, youth involvement, policy and advocacy efforts, and other activities).
    - j. Assist with other State activities as needed.
    - k. Ongoing quality improvement is required as demonstrated by attendance and participation with Center for Excellence technical assistance events and learning collaborative(s).
    - l. Conduct 10 Appreciative Inquires annually and utilize Community-Based Participatory Research approach in outreach efforts as stated in RFP.

- m. Meet the requirements of the National Outcomes as outlined in Attachment 7.
- n. Meet the required outcomes measures as outlined in BDAS Regional Network System Logic Model (Attachment 8).
- o. Provide hosting and/or collaborative efforts for one full time Volunteers in Service to America (VISTA) volunteer provided by Community Anti-Drug Coalitions of America (CADCA) at minimum for one-year to work within and across regions to support military personnel and their families in support of the goals and objectives of the VetCorps-VISTA Project:
  - Increase the number of veterans and military families (VMF) receiving services and assistance by establishing partnerships and developing collaborations with communities to help create a network and safety net of support similar to that of military bases;
  - Increase the capacity of community institutions and civic and volunteer organizations to assist local VMFs in several areas 1) Enhancing opportunities for healthy futures for VMF focusing on access to health care and health care services, with an emphasis on substance abuse prevention, treatment and outreach; 2) Facilitating the provision of and access to social, mental and physical health services to VMF; 3) Enhancing economic opportunities for VMF (focusing on housing and employment); and 4) Increasing the number of veterans engaged in service opportunities.

### **3. Regional Public Health Preparedness**

#### **A. Regional Public Health Emergency Planning**

The goal of these activities is to provide leadership and coordination to improve the readiness of regional, county, and local partners to mount an effective response to public health emergencies and threats. This will be achieved by conducting a broad range of specific public health preparedness activities to make progress toward meeting the national standards described in the Capabilities Standards. All activities shall build on current efforts and accomplishments within each region. All revisions to the regional preparedness annex and appendices, as well as exercises conducted under this agreement will prioritize the building and integration of the resource elements described in the Capabilities Standards.

1. In collaboration with the Regional Public Health Advisory Committee described in that section of this document provide leadership to further develop, exercise and update the current Regional Public Health Emergency Annex (RPHEA) and related appendices (Attachment 11). The RPHEA is intended to serve as an annex or addendum to municipal emergency operations plans to activate a regional response to large-scale public health emergencies. The annex describes critical operational functions and what entities are responsible for carrying them out. The regional annex clearly describe the policies, processes, roles, and responsibilities that municipalities and partner agencies carry out before, during, and after any public health emergency. For more information about the format and structure of emergency plans go to: [http://www.fema.gov/pdf/about/divisions/npd/CPG\\_101\\_V2.pdf](http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf).
  - 1.1 Participate in an annual Regional Annex Technical Assistance Review (RATAR) developed by the NH DPHS. The RATAR outlines planning elements to be assessed for evidence of the Public Health Regions' (PHRs) overall readiness to mount an effective response to a public health emergency or threat. Revise and update the RPHEA, related appendices and attachments based on the findings from the RATAR.
  - 1.2 Participate in an annual Local Technical Assistance Review (LTAR) as required by the CDC Division of Strategic National Stockpile (DSNS). The LTAR outlines planning elements specific to managing, distributing and dispensing Strategic National Stockpile (SNS) materiel received from the CDC during a public health emergency. Revise and update the RPHEA, related appendices and attachments based on the findings from the LTAR.
  - 1.3 Develop new incident-specific appendices based on priorities identified by the NH DPHS. The DPHS will provide planning templates and guidance for use by the contractor.

- 1.4 Submit the RPHEA and all related appendices and attachments to the NH DPHS by June 30 of each year. Submission shall be in the form of a single hard copy and by posting all materials on E-Studio. E-Studio is a web-based document sharing system maintained by the DPHS.
- 1.5 Disseminate the RPHEA and related materials to planning and response partners including municipal officials from each municipality in the region. Dissemination may be through hard copy or electronic means.
2. Collaborate with hospitals receiving funds under the U. S. DHHS' Hospital Preparedness Program (HPP) cooperative agreement to strengthen and maintain a healthcare coalition in accordance with the "Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness." Healthcare coalitions consist of a collaborative network of healthcare organizations and their respective public and private sector response partners with(in) the region. Health(care) Coalitions serve as a multi-agency coordinating group that assists local Emergency Management and Emergency Support Function (ESF) #8 with preparedness, response, recovery and mitigation activities related to healthcare organization disaster operations.<sup>1</sup>
3. Collaborate with municipal emergency management directors to integrate the assets and capabilities included in the RPHEA into municipal and regional shelter plans.
4. Pursue Memorandums of Understanding (MOUs) with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health emergency.
5. Implement at least one priority intervention identified during the HVA conducted in SFY 13.
6. Implement routine public health surveillance systems and epidemiological investigation processes in order to detect and respond to infectious disease outbreaks. Ensure compliance with DPHS procedures and train agency staff on surveillance systems, investigation protocols, and procedures to ensure the continued ability to collect and submit local data.
7. Ensure compliance with the CDC requirements for the protection of public health emergency responders including appropriate vaccination and provision of personal protective equipment (PPE).
8. Maintain current systems to alert key staff in conjunction with DPHS' ability to investigate public health threats on a 24/7/365 basis.
9. Continue participation in the CDC's Epidemic Information Exchange Program (EPI-X).
10. Collaborate with DPHS to submit data to the CDC's National Outbreak Reporting System (NORS).

**B. Regional Public Health Emergency Response Readiness**

1. Engage with community organizations to foster connections that assure public health, medical and behavioral health services in the region before, during and after an incident.
  - 1.1. Collaborate with community organizations to improve the capacity within the region to deliver the Ten Essential Public Health Services (Attachment 3).
2. Improve the capacity and capability within the region to respond to emergencies when requested by the NH DHHS or local governments.
  - 2.1. Coordinate the procurement, rotation and storage of supplies necessary for the activation of Alternate Care Sites (ACS), Neighborhood Emergency Help Centers (NEHCs) and Points of Dispensing (POD) and support public health, health care and behavioral health services in emergency shelters located within the region.
  - 2.2. Develop and execute MOUs with agencies to store, inventory, and rotate these supplies.
  - 2.3. Enter and maintain data about the region's response supplies in the Inventory Resources Management System (IRMS) administered by the NH DHHS Emergency Services Unit (ESU) in order to track and manage medical and administrative supplies owned by the contractor. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.

<sup>1</sup> Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness. U.S. Department of Health and Human Services, January 2012.

- 2.4. Disseminate information about, and link appropriate public health and health care professionals with, the NHResponds to allow for the timely activation of volunteers during emergency events. For more information about NHResponds go to: (<https://www.nhresponds.org/nhhome.aspx>).
- 2.5. Disseminate information about the NH Health Alert Network (HAN) and refer appropriate individuals interested in enrolling to the DPHS HAN coordinator. The HAN is an alerting and notification system administered by the NH DPHS. Receive, and act on as necessary, HAN notices from the DPHS to ensure local partners remain aware of recommendations and guidance issued by the DPHS.
- 2.6. Based on a determination made by regional partners, administer a regional HAN in accordance with DPHS policies, procedures, and requirements.
- 2.7. Improve capacity to receive and expend funds associated with public health emergency response in a timely manner. Assess the agency's financial, personnel, and procurement/contract management policies and procedures and improve procedures to reduce the time needed to receive and use federal and state funds during emergencies.
- 2.8. Sponsor and organize the logistics for at least two trainings/in-services for regional partners. Collaborate with the DHHS, DPHS, the NH Institute of Public Health Practice, the Community Health Institute in Bow, NH, the Preparedness Emergency Response Learning Center at Harvard University and other training providers to implement these training programs. Enter information about training programs and individuals trained into a learning management system administered by NH DPHS to track training programs.
3. In coordination with the DHHS, maintain a Medical Reserve Corps (MRC) within the region or in cooperation with other regions according to guidance from the federal MRC program and the DHHS.
  - 3.1 Identify current members or enlist new members to serve in a leadership capacity to further develop the capability, capacity and programs of the regional MRC.
  - 3.2 Conduct outreach to health care entities to recruit health care workers with the skills, licensure and credentialing needed to fill positions described in the RPHEA, related appendices, and to support the school-based immunization clinics described in this Exhibit. Conduct outreach in other venues to recruit non-clinical volunteers.
  - 3.3. Enter and maintain data about MRC members in a module within the NHResponds system administered by the NH DHHS to ensure the capability to notify, activate, and track members during routine public health or emergency events. Utilize this system to activate members and track deployments. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
  - 3.4. Enter information about training programs and individuals trained into a learning management system administered by NH DHHS to track training programs completed by MRC members.
  - 3.5 Conduct training programs that allow members to meet core competency requirements established by the NH MRC Advisory Committee and the NH DHHS. Provide at least one opportunity per year for members to take each of the on-site courses required to meet the core competency requirements. These courses may be offered in the region or an adjoining region when feasible.

### **C. Public Health Emergency Drills and Exercises**

1. Plan and execute drills and exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
  - 1.1 Maintain a three-year Training and Exercise Plan (TEP) that, at a minimum, includes all drills and exercises as required under the SNS program.
  - 1.2 Coordinate participation of regional partners in a HSEEP compliant functional exercise regarding the section in the regional annex to provide low-flow oxygen support to patients in an ACS. The exercise will be offered through a vendor contracted by the DPHS.
  - 1.3 Based on the mutual agreement of all parties and as funding allows, participate in drills and exercises conducted by the NH DPHS, NH DHHS ESU, and NH Homeland Security and Emergency Management (HSEM).

- 1.4 Collaborate with local emergency management directors, hospitals, and public health system partners to seek funding to support other workshops, drills and exercises that evaluate the Capabilities Standards based on priorities established by regional partners.
- 1.5 To the extent possible, participate in workshops, drills and exercises as requested by local emergency management directors or other public health partners.

#### **4. Performance Measures**

##### **Regional Public Health Advisory Committee**

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the 6 community sectors identified in the Governor's Commission plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in the regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).
- Establish and increase over time regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

##### **Substance Misuse Prevention and Related Health Promotion**

Outcome and evaluation measure instruments will be administered in cooperation with the NH Center for Excellence and Monthly submission of process evaluation data via the web-based performance monitoring system (P-WITS) and other surveys and reports as required by BDAS (e.g. PARTNER survey, Regional Network Evaluation, Regional Network Annual Report).

- Percentage of increase of evidence-based programs, practices and policies adopted by sector as recorded in P-WITS.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies as recorded in P-WITS.
- Number and increase in the diversity of Center for Substance Abuse Prevention (CSAP) categories implemented across Institute of Medicine (IOM) classifications as outlined in the Block Grant Requirements (Attachment 7) as recorded in P-WITS.
- Number of persons served or reached by IOM classification as recorded in P-WITS.
- Number of key products produced and milestones reached as outlined in Attachment 2 and reported annually in the Regional Network Annual Report and as recorded in P-WITS.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional System Logic Model (Attachment 8).
  - a) Long-term outcomes measured and achieved as applicable to the region's 3-year strategic plan.

##### **Regional Public Health Preparedness**

- Score assigned to the region's capacity to dispense medications to the population based on the CDC LTAR.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the DPHS' RATAR.
- Number of MRC volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by MRC units.

## **5. Training and Technical Assistance Requirements**

The contractor will participate in training and technical assistance programs offered to agencies receiving funds under this agreement.

### **Regional Public Health Preparedness**

1. Participate in bi-monthly Preparedness Coordinator technical assistance meetings.
2. Develop and implement a technical assistance plan for the region, in collaboration with the agency that is under contract with the NH DPHS to provide that technical assistance.
3. Complete the training standards recommended for Preparedness Coordinators (See Attachment 12).
4. Attend the annual Statewide Preparedness Conferences in June 2014 and 2015.

### **Medical Reserve Corps**

1. Participate in the development of a statewide technical assistance plan for MRC units.
2. Participate in monthly MRC unit coordinator meetings.
3. Attend the annual Statewide MRC Leadership Conference.

### **Substance Misuse Prevention and Related Health Promotion**

1. On going quality improvement is required as demonstrated by attendance and participation with Center for Excellence on or off site technical assistance and learning collaborative(s).

## **6. Administration and Management**

### **A. All Services**

#### **1. Workplan**

Monitor progress on the final workplan approved by the DHHS prior to the initiation of the contract. There must be a separate section for each of the following:

- a. Regional Public Health Advisory Committee
- b. Substance Misuse Prevention and Related Health Promotion
- c. Regional Public Health Emergency Preparedness
- d. Training and Technical Assistance
- e. Administration and Management

#### **2. Reporting, Contract Monitoring and Performance Evaluation Activities**

##### **All Services**

1. Participate in an annual or semi-annual site visit with DHHS, DPHS and BDAS staff. Site visits will include:
  - 1.1 A review of the progress made toward meeting the deliverables and requirements described in this Exhibit A based on an evaluation plan that includes performance measures.
  - 1.2 Subcontractors must attend all site visits as requested by DHHS.
  - 1.3 A financial audit in accordance with state and federal requirements.
2. Maintain the capability to accept and expend funds to support funded services.
  - 2.1 Submit monthly invoices within 20 working days after the end of each calendar month in accordance with the terms described in Exhibit B, paragraph 3, on forms provided by the DHHS.

- 2.2. Assess agency policies and procedures to determine areas to improve the ability to expedite the acceptance and expenditure of funds during public health emergencies.
- 2.3. Assess the agency's capacity to apply for state and federal reimbursement for costs incurred during declared emergencies.
3. Ensure the capacity to accept and expend new state or federal funds during the contract period for public health and substance misuse prevention and related health promotion services.
4. Submit for approval all educational materials developed with these funds. Such materials must be submitted prior to printing or dissemination by other means. Acknowledgement of the funding source shall be in compliance with the terms described in Exhibit C, paragraph 14.
5. Provide other programmatic updates as requested by the DHHS.
6. Engage the Regional Public Health Advisory Committee to provide input about how the contractor can meet its overall obligations and responsibilities under this Scope of Services.
  - 6.1. Provide the Regional Public Health Advisory Committee with information about public health and substance misuse prevention and related health promotion issues in the state and region that may impact the health and wellness of the public and the ability of communities to respond to and recover from emergencies.
  - 6.2. Facilitate awareness of the Regional Public Health Advisory Committee about the agency's performance under this Scope of Services by allowing a representative from the Regional Public Health Advisory Committee to participate in site visits and other meetings with the NH DHHS related to the activities being conducted under this agreement.

### **3. Subcontractors**

- 3.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the DHHS must be notified in writing *and approve the subcontractual agreement*, prior to initiation of the subcontract.
- 3.2. In addition, the original contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

### **4. Transfer of assets**

- 4.1 Upon notification by the DHHS and within 30 days of the start of the contract, coordinate with the DHHS the transfer of any assets purchased by another entity under a previous contract.

### **Public Health Preparedness**

1. Submit quarterly progress reports based on performance using reporting tools developed by the DPHS. A single report shall be submitted to the DPHS' Community Health Development Section that describes activities under each section of this Exhibit that the contractor is funded to provide. The Section will be responsible to distribute the report to the appropriate contract managers in other DPHS programs.
2. Complete membership assessments to meet CDC and Assistant Secretary for Preparedness and Response (ASPR) requirements.

### **Substance Misuse Prevention and Related Health Promotion**

1. Complete monthly data entry in the BDAS P-WITS system that aligns and supports the regional substance misuse prevention and related health promotion plan.
  - 1.1. Contractor will submit the following to the State:
    - 1.1.1. Submit updated or revised strategic plans for approval prior to implementation.
    - 1.1.2. Submit annual report to BDAS due June 25, 2014 and 2015 (template will be provided by BDAS).
    - 1.1.3. Cooperate and coordinate all evaluation efforts conducted by the Center for Excellence, (e.g. PARTNER Survey, annual environmental measure, and other surveys as directed by BDAS).

1.1.4. Provide additional information as a required by BDAS.

**Fiscal Agent**

1. As requested by regional partners, serve as a fiscal agent for federal, state or other funds to provide public health services within the PHR. Services provided using these funds may be implemented by the contractor or other partnering entities.

I understand and agree to this scope of services to be completed in the contract period. In the event our agency is having trouble fulfilling this contract we will contact the appropriate DHHS office immediately for additional guidance.

\_\_\_\_\_

Contractor Initials: D.G.  
Date: 5/13/13

NH Department of Health and Human Services

Exhibit B

Purchase of Services  
Contract Price

Regional Public Health Network Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Manchester Health Department

1528 Elm Street

ADDRESS: Manchester, NH 03101

Director: Tim Soucy

TELEPHONE: (603) 626-6466

Vendor #177433-B009	Job #90077021	Appropriation #05-95-90-902510-5171-102-500731
	Job #90077026	Appropriation #05-95-90-902510-5171-102-500731
	Job #95846502	Appropriation #05-95-49-491510-2988-102-500734

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$665,510 for Public Health Preparedness – Regional Planning, Response and Exercises and Drills, funded from 85.45% federal funds from the U.S. Centers for Disease Control and Prevention (CDC), (CFDA #96.069), and 14.55% general funds and \$119,290 for Public Health Preparedness – Cities Readiness Initiative, funded from 100% federal funds from the U.S. CDC, (CFDA #93.069), and \$130,760 for Substance Misuse Prevention and Related Health Promotion, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration (CFDA #93.959).

**Total: \$915,560.00**

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20<sup>th</sup> of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.

Contractor Initials: D.G.  
Date: 5/13/13

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **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:
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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 fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such

costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

- 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;
- 8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- 8.3 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:**

9. **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:

- 9.1 **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.
- 9.2 **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 recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within nine months 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.

- 10.1 **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.
- 10.2 **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.

11. **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 directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

**12. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

**12.1 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.

**12.2 Final Report:** A final report shall be submitted within sixty (60) 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.

**13. 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.

**14. 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:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole 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.

**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 government 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. Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

**Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

(1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

**Insurance Requirement for (2)** - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

✓(2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

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

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

**17. Renewal:**

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Substance Misuse Prevention and Related Health Promotion and some of the Public Health Preparedness services were competitively procured. The remaining Public Health Preparedness services are awarded through sole-source.

**18. Authority to Adjust**

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Sources, to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

Initials: J.G.

Date: 5/13/13

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**SPECIAL PROVISIONS – DEFINITIONS**

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

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

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

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

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

**FEDERAL/STATE LAW:** Whenever 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.

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

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

Initials: D.J.  
Date: 5/13/13

**NH Department of Health and Human Services**

**Standard Exhibit D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 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 5151-51-5160 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 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 certification 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**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) 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;
  - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) 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);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
  - (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;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
    - (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
    - (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;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 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.

Manchester Health Department From: 7/1/2013 or date of G&C Approval, whichever is later To: 6/30/2015  
**Contractor Name** **Period Covered by this Certification**

Theodore Gatsas, Mayor  
**Name and Title of Authorized Contractor Representative**

*Theodore Gatsas* 5/13/13  
**Contractor Representative Signature** **Date**

**NH Department of Health and Human Services**

**Standard Exhibit E**

**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

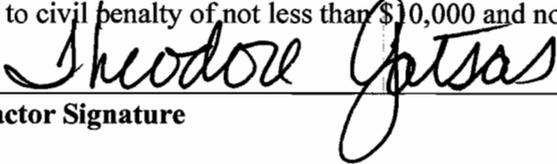
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under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

Contract Period: 7/1/2013 or date of G&C Approval, whichever is later, through 6/30/2015

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Mayor

Contractor Signature

Contractor's Representative Title

Manchester Health Department

5/13/13

Contractor Name

Date

NH Department of Health and Human Services

Standard Exhibit F

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

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
  - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. 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.
2. 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**

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

  
 Contractor Signature \_\_\_\_\_ Mayor \_\_\_\_\_ Contractor's Representative Title  
 \_\_\_\_\_  
 Contractor Name \_\_\_\_\_ Date 5/13/13

NH Department of Health and Human Services

Standard Exhibit G

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

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

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

*Theodore Gattuso*

Mayor

Contractor Signature

Contractor's Representative Title

Manchester Health Department

Contractor Name

5/13/13

Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

*Theodor Gatsas*

Contractor Signature

Mayor

Contractor's Representative Title

Manchester Health Department

Contractor Name

5/13/13

Date

NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such

business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

DIVISION OF PUBLIC HEALTH SERVICES

Manchester Health Department

The State Agency Name

Name of Contractor



Signature of Authorized Representative

Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

Theodore Gatsas

Name of Authorized Representative

Name of Authorized Representative

BUREAU CHIEF

Mayor

Title of Authorized Representative

Title of Authorized Representative

6-6-13

5/13/13

Date

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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 Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award 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:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

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

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

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

  
\_\_\_\_\_  
(Contractor Representative Signature)

Theodore Gatsas, Mayor  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

Manchester Health Department  
\_\_\_\_\_  
(Contractor Name)

5/13/13  
\_\_\_\_\_  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 790913636

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

X NO [ ] YES

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

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

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

[ ] NO [X] YES

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

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

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

Name: [ ] Amount: [ ]

Contractor Initials: J. G.
Date: 5/13/13

CERTIFICATE OF VOTE

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

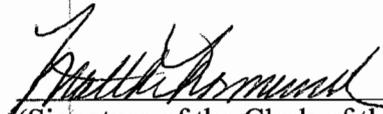
1. I am duly elected City Clerk of the City of Manchester
2. The following is a true copy of an action duly adopted at a meeting of the Board of Mayor and Aldermen duly held on May 7, 2013,

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

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

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

3. The foregoing action on has not been amended or revoked and remains in full force and effect as of May 13, 2013.
4. Theodore Gatsas (is/are) the duly elected Mayor of the City of Manchester.

  
(Signature of the Clerk of the Municipality)

State of New Hampshire  
County of Hillsborough

The foregoing instrument was acknowledge before me this 13<sup>th</sup> day of

May, 2013 by Matthew Normand  
(Name of Person Signing Above)

(NOTARY  
SEAL)

  
(Name of Notary Public)

Title: Notary Public/Justice of the Peace

Commission Expires: HEATHER FREEMAN, Notary Public  
My Commission Expires September 23, 2014

**To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Community Improvement respectfully advises, after due and careful consideration, that the request from the Health Department to enter into a contract with the State of New Hampshire and accept grant funds in the amount of \$915,560 for regional public health services be approved.

*(Unanimous vote)*

Respectfully submitted,



Clerk of Committee

**At a meeting of the Board of Mayor and Aldermen held May 7, 2013, on a motion of Alderman Roy, duly seconded by Alderman Shea, the report of the Committee was accepted and its recommendations adopted.**



City Clerk



**CITY OF MANCHESTER**  
**PLANNING AND COMMUNITY DEVELOPMENT**

Planning and Land Use Management  
Building Regulations  
Community Improvement Program  
Zoning Board of Adjustment

Leon L. LaFreniere, AICP  
Director

Pamela H. Goucher, AICP  
Deputy Director - Planning & Zoning

Matthew M. Sink  
Deputy Director - Building Regulations

**MEMORANDUM**

To: Alderman Jim Roy,  
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP *OK for LL*  
Director, Planning and Community Development

Date: April 29, 2013

Re: Health Department - 2014 – Regional Public Health Services

**New Funding**

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The Health Department has notified us that they have been approved to receive grant funds totaling \$915,560 from the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services. These funds will be used to strengthen capacity among public health system partners to deliver essential public health services in a coordinated and effective manner by establishing a Regional Public Health Advisory Committee.

In order to accept the funding, the Health Department is requesting authorization to enter into a contract with the State of New Hampshire. The State has requested that the contract be executed by the Mayor and returned to the State as soon as possible to be approved by the Governor and Council, so that the program can be initiated July 1, 2013. The appropriate Amending Resolution and budget authorization forms necessary for project initiation will be included as a part of the 2014 CIP.



**City of Manchester  
Office of Risk Management**

Harry G. Ntapalis  
Risk Manager

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

**CERTIFICATE OF COVERAGE**

NEW HAMPSHIRE DEPT. OF HEALTH & HUMAN SERVICES  
Division of Public Health Services  
29 Hazen Drive  
Concord, New Hampshire 03301

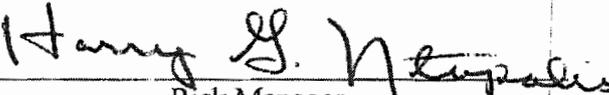
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	975
WORKER'S COMPENSATION	Statutory Limits	

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

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD  
For Public Health Preparedness Grant for the Manchester Health Department.

Issued the 2<sup>nd</sup> day of February, 2013.

  
Risk Manager



**REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A  
DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND ON  
INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB  
CIRCULAR A-133 AND ON THE SCHEDULE OF EXPENDITURES OF  
FEDERAL AWARDS**

To the Honorable Board of Mayor and Aldermen  
City of Manchester, New Hampshire

**Compliance:** We have audited the City of Manchester, New Hampshire's (the "City") compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City of Manchester, New Hampshire's major federal programs for the year ended June 30, 2012. The City of Manchester, New Hampshire's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of the City of Manchester, New Hampshire's management. Our responsibility is to express an opinion on the City of Manchester, New Hampshire's compliance based on our audit.

The City of Manchester, New Hampshire's basic financial statements include the operations of the Manchester Transit Authority and the Manchester School District Component units of the City, which received \$25,166,902 in federal awards which is not included in the schedule during the year ended June 30, 2012. Our audit described below, did not include the operations of the Manchester Transit Authority and the Manchester School District as these component units engaged other auditors to perform audits in accordance with OMB Circular A-133.

In addition, the City's basic financial statements include the operations of the City of Manchester Employees' Contributory Retirement System, a component unit of the City. Our audit described below, did not include this component unit because it was not required to be audited in accordance with OMB Circular A-133.

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

we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the City of Manchester, New Hampshire's compliance with those requirements.

In our opinion, the City of Manchester, New Hampshire complied, in all material respects, with the requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2012.

***Internal Control Over Compliance:*** Management of the City of Manchester, New Hampshire is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered the City of Manchester, New Hampshire's internal control over compliance with requirements that could have a direct and material effect on a major federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City of Manchester, New Hampshire's internal control over compliance.

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

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

***Schedule of Expenditures of Federal Awards:*** We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Manchester, New Hampshire as of and for the year ended June 30, 2012, and have issued our report thereon dated March 27, 2013, which contained an unqualified opinion on those financial statements. Our report was modified to include a reference to other auditors. Our audit and the audit of other auditors were conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial

statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

This report is intended solely for the information and use of the Board of Mayor and Aldermen, the management of the City of Manchester, New Hampshire and federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*McGladrey LLP*

New Haven, Connecticut  
March 27, 2013

CITY OF MANCHESTER, NEW HAMPSHIRE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
For the Year Ended June 30, 2012

Federal Grantor Pass-Through Grantor Program Title	Catalog of Federal Domestic Assistance Number	Federal Expenditures
<b>Department of Health and Human Services:</b>		
<b>Direct Programs:</b>		
Consolidated Health Centers	93.224	\$ 582,551
<b>Passed Through the State of New Hampshire Department of Health and Human Services:</b>		
<b>Immunization Cluster:</b>		
Childhood Immunization Grants	93.268	102,349
<b>Total Immunization Cluster</b>		<u>102,349</u>
Medical Reserve Corps Small Grant Program	93.008	2,224
Public Health Emergency Preparedness	93.069	7,648
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116	33,895
Acquired Immunodeficiency Syndrome (AIDS) Activity	93.118	122
Childhood Lead Poisoning Prevention Projects - State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children	93.197	43,225
Centers for Disease Control & Prevention-Investigation and Technical Assistance	93.283	430,783
Refugee and Entrant Assistance - Discretionary Grants	93.576	14,443
ARRA-Grants to Health Center Programs	93.703	40,858
Preventative Health Services-Sexually Transmitted Diseases Control Grants	93.977	574
Preventative Health & Health Services Block Grant	93.991	43,162
		<u>719,283</u>
<b>Total Department of Health and Human Services</b>		<u>1,301,834</u>
<b>Department of Justice:</b>		
<b>Direct Programs:</b>		
Juvenile Justice and Delinquency Prevention	16.540	72,072
The Community - Defined Solutions to Violence Against Women Grant Program	16.590	62,839
ARRA-Public Safety Partnership & Community Policing Grants	16.710	987,184
Equitable Sharing Program	16.922	593,396
<b>JAG Program Cluster:</b>		
Edward Byrne Memorial Justice Assistance Grant Program	16.738	312,967
ARRA-Edward Byrne Memorial Justice Assistance Grant Program/ Grants to Unite Local Governments	16.804	206,489
<b>Total JAG Program Cluster</b>		<u>519,456</u>
		<u>2,234,947</u>
<b>Passed Through State of New Hampshire Office of the Attorney General:</b>		
Sexual Assault Services Formula Program	16.017	190,475
ARRA-Violence Against Women Formula Grants	16.588	101,763
Enforcing Underage Drinking Laws Program	16.727	24,981
		<u>317,219</u>
<b>Total Department of Justice</b>		<u>2,552,166</u>

See Notes to Schedule.

(Continued)

CITY OF MANCHESTER, NEW HAMPSHIRE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS, Continued  
For the Year Ended June 30, 2012

Federal Grantor Pass-Through Grantor Program Title	Catalog of Federal Domestic Assistance Number	Federal Expenditures
<b>Department of Homeland Security:</b>		
<b>Direct Programs:</b>		
Hazard Mitigation Grant	97.039	107,892
Assistance to Firefighters Grant	97.044	1,509
Emergency Operations Center	97.052	72,390
		<u>181,791</u>
<b>Passed Through State of New Hampshire Department of Safety:</b>		
Emergency Management Performance Grants	97.042	78,608
Homeland Security Grant Program	97.067	1,447
Buffer Zone Protection Program	97.078	34,559
State Homeland Security Program (SHSP)	97.073	150,054
		<u>264,668</u>
<b>Total Department of Homeland Security</b>		<u>446,459</u>
<b>Department of Transportation:</b>		
<b>Direct Programs:</b>		
Airport Improvement Program	20.106	6,041,536
<b>Passed Through State of New Hampshire Department of Transportation:</b>		
<b>Highway Planning and Construction Cluster:</b>		
Highway Planning & Construction	20.205	1,305,840
Recreational Trails Program	20.219	41,497
<b>Total Highway Planning and Construction Cluster</b>		<u>1,347,337</u>
State and Community Highway Safety	20.600	37,210
Alcohol Impaired Driving Countermeasures	20.601	29,942
		<u>1,414,489</u>
<b>Total Department of Transportation</b>		<u>7,456,025</u>
<b>Department of Housing and Urban Development:</b>		
<b>Direct Programs:</b>		
<b>Community Development Block Grant Cluster:</b>		
Community Development Block Grants/Entitlement Grants	14.218	1,905,768
<b>State-Administered Community Development Block Grant Cluster:</b>		
Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii	14.228	1,261,672
HOME Investment Partnerships Program	14.239	525,854
Emergency Shelter Grant Program	14.231	98,385
ARRA-Homeless Prevention & Rapid Re-Housing	14.257	151,543
Lead Hazard Reduction Demonstration Grant Program	14.905	772,247
<b>Total Department of Housing and Urban Development</b>		<u>4,715,469</u>

See Notes to Schedule.

(Continued)

CITY OF MANCHESTER, NEW HAMPSHIRE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS, Continued  
 For the Year Ended June 30, 2012

Federal Grantor Pass-Through Grantor Program Title	Catalog of Federal Domestic Assistance Number	Federal Expenditures
<b>Department of Economic Development Agency:</b>		
<b>Direct Programs:</b>		
Economic Development Technical Assistance	11.303	<u>11,920</u>
<b>Environmental Protection Agency:</b>		
<b>Direct Programs:</b>		
Healthy Communities Grant Program	66.110	13,853
Congressionally Mandated Projects	66.202	54,250
Capitalization Grants for Clean Water State Revolving Funds	66.458	64,876
Nonpoint Source Implementation Grants	66.460	69,029
ARRA-Superfund State, Political Subdivision, and Indian Tribe Site-Specific Cooperative Agreements	66.802	81,000
Brownfields Training, Research, and Technical Assistance Grants	66.818	<u>181,485</u>
<b>Total Environmental Protection Agency</b>		<u>464,493</u>
<b>Department of Energy:</b>		
<b>Direct Programs:</b>		
ARRA-Energy Efficiency and Conservation Block Grant Program (EECBG)	81.128	<u>345,762</u>
<b>Total Expenditures of Federal Awards</b>		<u>\$ 17,294,128</u>

See Notes to Schedule.

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

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



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

**CITY OF MANCHESTER**  
*Health Department*

**MISSION STATEMENT**

To improve the health of individuals, families, and the community through disease prevention, health promotion, and protection from environmental threats.

**VISION STATEMENT**

To be a healthy community where the public can enjoy a high quality of health in a clean environment, enjoy protection from public health threats, and can access high quality health care.

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

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



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

**CITY OF MANCHESTER**  
*Health Department*

**BOARD OF HEALTH MEMBERS:**

Members: Rosemary M. Caron, PhD, MPH

Robert A. Duhaime, RN, MBA, MSN  
Chair

Fernando Ferrucci, MD  
Clerk

Elaine M. Michaud, Esquire

Christopher N. Skaperdas, DMD

# KEY ADMINISTRATIVE PERSONNEL

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

**Agency Name:**

**Manchester Health Department**

**Name of Bureau/Section:**

**Division of Public Health Services, Bureau of Public Health Systems, Policy & Performance, Community Health Development Section, Regional Public Health Network Services**

BUDGET PERIOD:	SFY 2014	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Timothy M. Soucy, Public Health Director	\$134,881	0.00%	\$0.00
Anna Thomas, Deputy Public Health Director	\$107,269	0.00%	\$0.00
Philip J Alexakos, Public Health Administrator	\$90,459	15.00%	\$13,568.88
Susan Myers, Community Health Supervisor	\$92,895	50.00%	\$46,447.54
Deborah Perkins, Public Health Specialist II	\$52,607	50.00%	\$26,303.38
		0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$86,319.80</b>

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Timothy M. Soucy, Public Health Director	\$137,591	0.00%	\$0.00
Anna Thomas, Deputy Public Health Director	\$110,237	0.00%	\$0.00
Philip J Alexakos, Public Health Administrator	\$92,849	15.00%	\$13,927.35
Susan Myers, Community Health Supervisor	\$93,824	50.00%	\$46,912.00
Deborah Perkins, Public Health Specialist II	\$54,727	50.00%	\$27,363.41
		0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$88,202.76</b>

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

# TIMOTHY M. SOUCY, MPH, REHS

## SUMMARY OF QUALIFICATIONS

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- 22-Year Manchester Health Department Employee, 18-Year Senior Manager
- Recognized Public Health Leader in City of Manchester and State of New Hampshire
- Experienced in Managing Employees and Budgets
- Lifelong Manchester, New Hampshire Resident

## EDUCATION

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

## PROFESSIONAL PUBLIC HEALTH EXPERIENCE

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

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

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

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

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

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

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

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

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

## PROFESSIONAL CERTIFICATIONS

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

## **PROFESSIONAL ORGANIZATIONS**

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

## **HONORS AND RECOGNITIONS**

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

## **CONTINUING EDUCATION**

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- Reasonable Suspicion Supervisory Training, City of Manchester Human Resources, 2010
- New Hampshire Department of Environmental Services, Subsurface Bureau Educational Seminars, 2010
- Survive & Thrive, National Association of County & City Health Officials, 2009
- ICS 300, MGT 313, Incident Management/Unified Command, Texas A&M, 2008
- MGT -100 WMD Incident Management/Unified Command Concept, Texas A&M, 2008
- ICS 100, ICS 200, US Department of Homeland Security, 2008
- Bi-State Primary Care Association, Primary Care Conference, 2007
- Public Health Preparedness Summit, National Association of City & County Health Officials, 2006
- National Incident Management Systems (NIMS), US Department of Homeland Security, 2005
- Healthcare Leadership & Administrative Decision-Making in Response to Weapons of Mass Destruction (WMD) Incident US Federal Emergency Management Agency, 2004
- Forensic Epidemiology, US Department of Justice & US Centers for Disease Control & Prevention, 2003
- BioDefense Mobilization Conference, University of Washington, School of Public Health, 2002
- Emergency Response to Domestic Biological Incidents, US Department of Justice & LSU, 2001
- Financial Skills for Non-Financial Managers, University of New Hampshire, 2001
- National Environmental Health Association Annual Education Conference, NEHA, 2000
- Management Perspectives for Public Health Practitioners, US Centers for Disease Control & Prevention, 2000
- Investigating Foodborne Illnesses, US Food & Drug Administration, 1999
- Environmental Health Risks to Children, US Environmental Protection Agency, 1998
- Food Microbiological Control, US Food & Drug Administration, 1998
- Computer Assisted Modeling for Emergency Operations (CAMEO), Harvard School of Public Health, 1997
- Local Radon Coordinators Network Training, National Association of City & County Health Officials, 1996
- Introduction to Indoor Air Quality, US Environmental Protection Agency & Harvard University, 1995
- Hazard Analysis & Critical Control Point (HACCP), US Food & Drug Administration, 1995
- Safety Measurement, Bloodborne Pathogens, Confined Space Entry, University of New Hampshire, 1994
- Environmental Health Sciences, US Centers for Disease Control & Prevention, 1992
- Field Description of Soils, University of New Hampshire, 1992
- Kentucky Lead Training Workshop, Jefferson County Health Department, 1991
- Foodborne Disease Control, US Centers for Disease Control & Prevention, 1991
- Lead Paint Inspectors Course, PCG PRO-Tech Services, Massachusetts, 1990

1528 Elm Street, Manchester, New Hampshire 03101

(603) 624-6466 ext. 341 (Business)

**PHILOSOPHY**

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

**HONORS AND INTERESTS**

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

**EDUCATION**

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

**CONTINUING EDUCATION**

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

**CERTIFICATIONS**

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

**LEADERSHIP**

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

**PROFESSIONAL EXPERIENCE****CITY OF MANCHESTER HEALTH DEPARTMENT**

Manchester, NH

1994 - Present

**Deputy Public Health Director**

05/07 - Present

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

**Public Health Administrator**

06/06 - 05/07

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

**Community Epidemiologist/Health Alert Network Coordinator**

11/02 - 06/06

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

**Public Health Epidemiologist**

06/96 - 11/02

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

**Tobacco Prevention Coalition Coordinator**

11/95 - 12/96

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

**Community Health Coordinator**

11/94 - 12/96

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

**COMMUNITY HEALTH IMPROVEMENT REPORTS**

- City of Manchester Health Department, "City of Manchester Blueprint for Violence Prevention", 2011 <http://www.manchesternh.gov/website/LinkClick.aspx?fileticket=cA17w3w66t1%3d&tabid=3187>
- Healthy Manchester Leadership Council Report, "Believe in a Healthy Community: Greater Manchester Community Needs Assessment", 2009 <http://www.manchesternh.gov/website/Departments/Health/DataandReports/tabid/700/Default.aspx>
- Manchester Sustainable Access Project Report, "Manchester's Health Care Safety Net - Intact But Endangered: A Call to Action", 2008 <http://www.manchesternh.gov/website/Departments/Health/DataandReports/tabid/700/Default.aspx>
- Seniors Count Initiative, "Aging in the City of Manchester: Profile of Senior Health and Well-Being", 2006
- City of Manchester Health Department, "Public Health Report Cards", 2005 <http://www.manchesternh.gov/website/Departments/Health/PublicHealthData/ArchivedHealthData/tabid/1696/Default.aspx>
- City of Manchester Health Department, "Health Disparities Among Maternal and Child Health Populations in the City of Manchester Data Report", 2000
- Healthy Manchester Leadership Council Report, "The Oral Health Status of the City of Manchester, Action Speaks Louder Than Words", 1999
- Healthy Manchester Leadership Council Report, "Taking a Tough Look at Adolescent Pregnancy Prevention in the City of Manchester", 1998
- United Way Compass Steering Committee, "Community Needs Assessment of Greater Manchester Data Report", 1997
- City of Manchester Health Department, "Public Health Report Cards", Recognized in the National Directory of Community Health Report Cards, UCLA Center for Children, Families & Communities, 1996

**PROFESSIONAL EXPERIENCE (CONTINUED)**

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

**MILITARY SERVICE**

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

**MILITARY TRAINING**

<b>AMEDD Officer Advanced Course</b>	<b>Academy of Health Sciences, Fort Sam Houston, TX</b>	<b>1996</b>
Preventive Medicine		
Combat Health Services Planning and Estimation		
Nuclear, Biological and Chemical Threat		
<b>Observer / Controller Qualification</b>	<b>78th Division, 3/31<sup>st</sup> Infantry Regiment, MA</b>	<b>1995</b>
<b>AMEDD Officer Basic Course</b>	<b>Academy of Health Sciences, Fort Sam Houston, TX</b>	<b>1990</b>
<b>Army Reserve Officers Training Course</b>	<b>University of New Hampshire, Durham, NH</b>	<b>1989</b>
Distinguished Military Graduate		
Top 20% of 9,000 Nationally		
Directed 60 Cadets Training and Discipline		
<b>Advanced Camp Training</b>	<b>Fort Bragg, NC</b>	<b>1988</b>
<b>Voluntary Officer Leadership Program</b>	<b>10th Mountain Division, Fort Drum, NY</b>	<b>1988</b>

**Philip J. Alexakos, MPH, REHS  
Manchester Health Department  
1528 Elm Street  
Manchester NH 03101  
628-6003 x307  
palexako@manchesternh.gov**

## **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**

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

Oversees 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 Coordinating Committee (a.k.a. "Bioguys"). Functions as the liaison to all towns in the Greater Manchester Public Health Region. Teaches classes 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. Master of Public Health  
Program**

Teach a graduate level class on environmental health. Integrating broad global concepts and local application of interventions and strategies, this course is designed to require critical thinking and analysis of the effects of environmental health issues on all affected stakeholders.

**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. Performs all tasks under the senior environmental health specialist job description. Provides assistance to all staff in the division as well as peers across the Public Health Preparedness catchment area. Serves as an executive board member of food safety and lead poisoning prevention coalitions. Evaluates employees for performance and departmental objectives and outcomes. Teaches 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 incorporates two separate curricula. One, using the National Restaurant Association's ServSafe text and 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**

Mentor to environmental health specialists. Performs duties as noted in environmental health specialist description below. In addition, performs subsurface sewage disposal systems inspections and soil analyses. Provides lead poisoning prevention education for property owners and tenants. Leads investigations of foodborne illnesses or other projects as assigned by the Head of the Division.

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

Performs 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. Hosts, produces and edits "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 Sub-Surface Sewage Disposal System, Inspector
- ServSafe Instructor/Proctor, National Restaurant Association, Certificate Number: 1076206
- Licensed Lead Sampling Technician, EPA, Certificate: LST-114
- Certified Pool Operator
- Certified HAPSITE Technician

### **PROFESSIONAL ORGANIZATIONS**

- Member, National Environmental Health Association (NEHA), 2001- present
- Government Access Producer, Manchester Community Television, 1995- present
- Secretary, Northern New England Environmental Health Association, 2004- present
- Board Member, New Hampshire Indoor Air Quality Association-Manchester Chapter 2009
- Governor Appointee on the Counsel on the Relationship Between the Environment and Public Health, 2006-2010 (sunset)
- Director, Greater Manchester Medical Reserve Corps, August 2008-present
- Bed Bug Action Committee, 2009-present

### **CONTINUING EDUCATION**

Foodborne Disease and Control, CDC, 1995  
Hazard Analysis of Critical Control Points, FDA, 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, Bio-terrorism Training 2001  
HAPSITE certification, December 2003  
Level A Hazmat trained, 2003  
Certified Pool Operator Class, 2003

**Susan G. Myers, R.N., M.Ed.**  
**Manchester Health Department**  
**1528 Elm Street**  
**Manchester, New Hampshire 03101**  
**(603) 624-6466**

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### **Selected Accomplishments**

Develops, directs and manages multiple community health programs incorporating evidence-based practices to meet the public health needs of a diverse population. Programs have included immunizations, lead poisoning prevention, school-based oral health services, TB control and prevention, communicable disease control, refugee health, HIV prevention and STD/HIV clinical services.

Demonstrates leadership qualities in managing a staff of Community Health Nurses, Dental Hygienists, Public Health Specialists and contracted professionals.

Manages vaccine distribution plans and regional clinical operations during public health emergencies.

Develops public health programs and compliance/quality assurance programs which are sought after as models for like agencies.

Crafts the development of response plans for issues of public health significance.

Fosters community partnerships to improve public health indicators and promote access to preventive services and oral health care.

### **Professional Experience** **Manchester Health Department, Manchester, New Hampshire**

#### **Community Health Supervisor 2006-Present**

Responsible for the management of the Manchester Health Department Division of Community Health including program and budgetary management, grant writing, outcome analysis, community relations and policy development. Provides management for programs including STD/HIV Clinical Services, Immunization Program, Refugee Health, Lead Poisoning Prevention and Healthy Homes, TB Control, Manchester School Dental Program and Communicable Disease Control. Supervises Community Health Nurses, Dental Hygienists, Public Health Specialists and a Dental Assistant.

#### **Senior Public Health Specialist, 2001-2006**

Responsible for the management of the Oral Health Program, Lead Poisoning Prevention Program and Immunization Program, including program and budgetary management, grant writing, outcome analysis, community relations, health education and policy development. Conducts community assessments, data analysis and develops strategies for public health intervention. Supervised Community Health Nurses, Dental Hygienists and Public Health Specialists.

### **Community Health Supervisor, 1995-2001**

Responsible for the management of the Manchester Health Department Division of Community Health including program and budgetary management, grant writing, outcome analysis, community relations and policy development. Provided management for programs including HIV Prevention/Counseling, STD Clinical Services, Immunization Program, Refugee Health, Lead Poisoning Prevention Program, TB Control, Oral Health Program and Communicable Disease Control. Supervised Community Health Nurses, Dental Hygienists and Public Health Translators.

### **Community Health Nurse, 1993-1995**

Developed and implemented the Nurse Case Management Program for the Childhood Lead Poisoning Prevention Program and performed other community health duties.

### **Other Experience, 1980-1993**

Previous experience included Medical-Surgical nursing at Catholic Medical Center and school nursing (1980-1993).

### **Educational Background**

- Master of Education Degree, Plymouth State College, Plymouth, NH, 1997
- Bachelor of Science Degree in Nursing, St. Anselm College, Manchester, NH, 1983
- Nursing Diploma, Catholic Medical Center School of Nursing, Manchester, NH, 1980
- Registered Nursing License: State of New Hampshire

### **Professional and Community Affairs**

- Manchester Immunization Initiative, 2011-Present
- Catholic Medical Center Homeless Health Care Advisory Board, 2009-present
- HIV Community Advisory Group, 2007-2010
- VNA Professional Advisory Committee, 2006-Present
- Manchester's Crusade against Cancer Task Force, 2005-2007
- Oral Health Workforce Committee, 2002-2004
- Manchester Advocates for Breast and Cervical Cancer Awareness, 2001-2005
- NH Minority Health Coalition Board of Directors, 2000-2002
- Manchester Dental Alliance Advisory Board, 2001-2002
- Greater Manchester Partners Against Lead Poisoning, 1998-2011
- Manchester Immunization Group for Healthy Tots and Youth, 1996-2006
- Producer and Host, *Our Public Health*, 1996-Present
- NH TB Advisory Committee, 1995-Present
- NH Immunization Advisory Committee, 1995-Present
- NH Childhood Lead Screening Advisory Committee, 1995-Present

# Deborah J. Kirchner Perkins RN, MPH

1528 Elm St. Manchester, NH 03101

603.628.6003 xt 317

dperkins@manchesternh.gov

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**Education**    **Master of Public Health**, May 2012, University of New Hampshire

**B.S. Nursing**, May 2008, University of New Hampshire

Magna Cum Laude

Member of Nursing Honor Society, Sigma Theta Tau, Eta Iota Chapter

**Certifications** **Registered Nurse, State of NH July 2008-Present**

**BLS current through American Heart Association**

## **Nursing Experience**

**Public Health Specialist II**

**September 2012 – Present**

Public health planner. Tobacco program coordinator. Medical Reserve Corps Coordinator.

**School Nurse II**

**April 2011-September 2012**

**Manchester Health Department**

Float nurse for the School Health Division.

**Case Manager (RN)**

**September 2010-March 2011**

**Rockingham VNA and Hospice, Exeter, NH**

Palliative nurse case manager for the bridge-to-hospice program.

**Registered Nurse**

**July 2008-August 2010**

**Internal Medicine and Oncology Unit, Portsmouth, Regional Hospital, NH**

Staff nurse on medical, oncology, remote telemetry floor. Charge nurse and float nurse in rotation.

**Substitute School Nurse**

**May 2009-Summer 2010**

**Newmarket, NH School District**

Maintained health offices of elementary, middle, and high school in absence of primary school nurses.

## **Additional Experience**

**Instructor**

**May 2008-Spring 2009**

**American Red Cross, Great Bay Chapter**

**Pharmacy Technician**

**June - December 2008**

**Rite Aid Pharmacy, Newmarket, NH**

# Budget Form

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

**Bidder/Program Name: Manchester Health Department-  
Public Health Preparedness**

**Budget Request for: Manchester Health Department Total  
Award**  
*(Name of RFP)*

**Budget Period: July 1, 2013 through June 30, 2014**

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 270,963.18	\$ -	\$ 270,963.18	
2. Employee Benefits	\$ 116,202.66	\$ -	\$ 116,202.66	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 300.00	\$ -	\$ 300.00	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 4,934.16	\$ -	\$ 4,934.16	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontract-Substance Misuse Prevention	\$ 65,380.00	\$ -	\$ 65,380.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 457,780.00</b>	<b>\$ -</b>	<b>\$ 457,780.00</b>	

Indirect As A Percent of Direct

0.0%

Budget Goal - enter budget goal \$ 457,780.00  
Reconciliation - this line must equal \$0 \$ 0.00

# Budget Form

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

Manchester Health Department-  
Bidder/Program Name: Public Health Preparedness

Manchester Health Department Total  
Budget Request for: Award  
(Name of RFP)

Budget Period: July 1, 2014 through June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 270,963.18	\$ -	\$ 270,963.18	
2. Employee Benefits	\$ 116,202.66	\$ -	\$ 116,202.66	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 300.00	\$ -	\$ 300.00	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 4,934.16	\$ -	\$ 4,934.16	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontract-Substance Misuse Prevention	\$ 65,380.00	\$ -	\$ 65,380.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 457,780.00</b>	<b>\$ -</b>	<b>\$ 457,780.00</b>	

Indirect As A Percent of Direct

0.0%

Budget Goal - enter budget goal \$ 457,780.00  
Reconciliation - this line must equal \$0 \$ 0.00