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

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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June 27, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **Retroactive** contracts with the Contractors listed below in **bold** in an amount not to exceed \$2,118,905 for the provision of Regional Public Health Network (RPHN) services, with the option to renew for up to four (4) additional years, effective retroactive to July 1, 2022, upon Governor and Council approval, through June 30, 2024. 93% Federal Funds. 7% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
City of Nashua	177441	Greater Nashua	\$1,031,630
Granite United Way	160015	Capital Region, Carroll County, South Central	\$2,452,816
Greater Seacoast Community Health	154703	Strafford County	\$864,998
Lamprey Health Care, Inc.	177677	Seacoast	\$860,672
Manchester Health Department	177433	Greater Manchester	\$1,087,275
Mary Hitchcock Memorial Hospital	177160	Greater Sullivan and Upper Valley	\$1,541,542
Mid-State Health Center	158055	Central NH	\$817,436
North Country Health Consortium	158557	North Country	\$768,078
Partnership for Public Health, Inc.	165635	Winnepesaukee	\$829,674
The Cheshire Medical Center	155405	Greater Monadnock	\$826,504
Retroactive Subtotal			\$2,118,905
Total:			\$11,080,625

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent a lapse in services. The City of Nashua and the Manchester Health Department had to encumber the funds and receive approval from the Board of Alderman prior to the Mayor(s) executing the contract(s), which did not occur until June 22, 2022. This request includes the final two (2) contracts for Regional Public Health Network services. The Department presented the other eight (8) Regional Public Health Network contracts to the Governor and Executive Council on June 29, 2022.

The purpose of this request is for the Contractors to oversee Regional Public Health Network (RPHN) services by providing a broad range of public health services. Each RPHN site serves a defined Public Health Region with every municipality in the state assigned to a region, thereby ensuring statewide Public Health Network services. The RPHNs will serve as the lead public health entities on behalf of the Department in lieu of a county-based public health system.

The two (2) Contractors oversee two (2) Regional Public Health Networks involving broad public health interests, including local health departments and health officers, health care providers, social service agencies, schools, fire, police, emergency medical services, media and advocacy groups, behavioral health, and leaders in the business, government, and faith communities, working together to address complex public health issues. The Regional Public Health Networks set regional priorities that are data-driven, evidence-based, responsive to the needs of the region, and serve in an advisory role for all public health and substance use related activities occurring in their region.

The Contractors will support the following programs:

- Substance Misuse Prevention – Lead and coordinate substance misuse prevention and related health promotion activities by implementing, promoting, and advancing evidence-based primary prevention approaches, programs, policies, and services.
- Continuum of Care Facilitation - Lead and/or support activities to develop a robust and coordinated Continuum of Care for prevention, early intervention, treatment and recovery, utilizing the principles of Resiliency and Recovery Oriented Systems of Care.
- Overdose Prevention Response – Oversee a three (3) year initiative to disseminate and distribute overdose prevention education resources, Naloxone, and Naloxone kits to reach high-need, high-risk populations within the RPHN.
- Health Disparities Community Health Worker – Provide Community Health Worker (CHW) to support culturally and linguistically appropriate COVID-19 education and other services to improve wellness and access to health care.
- Public Health Advisory Council - Coordinate and facilitate the regional Public Health Advisory Council, including providing a Council leadership team and direction to public health activities within the assigned region.
- Public Health Emergency Preparedness - Lead coordinated efforts with regional public health, health care and emergency management partners to develop and exercise response plans to improve the region's ability to respond to public health emergencies. These regional activities are integral to the State's capacity to respond to public health emergencies.
- School Based Vaccination Clinics - Administer school-based clinics to provide vaccination against COVID-19 and influenza, as applicable and with relevant approvals from participating schools and students/staff.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Through the work completed by the Contractors, all citizens of the State will be impacted by services during State Fiscal Years 2023 and 2024.

The Department will monitor services by:

- Ensuring the Contractors document organizational structures for the Public Health Advisory Council(s), including vision or mission statements, agreements, meeting minutes, Community Health Improvement Plan, and an annual report.
- Monitoring operational readiness, response rates during notification and assembly drills, and requests for deployment met during emergencies.
- Ensuring linkages and coordination with behavioral and medical health providers increase to raise awareness and access to prevention, early intervention, treatment and recovery supports and services.
- Monitoring annual increases in percentage of students receiving vaccination and percentage of schools providing vaccination clinics.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from April 25, 2022 through May 23, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the State will have less coordinated and comprehensive public health and substance use-related services that can, over time, reduce costs, improve health outcomes, and reduce health disparities. The Department's ability to address health related impacts on high-risk and underserved populations will also be significantly limited, potentially increasing the health and economic burden on citizens statewide.

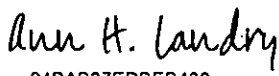
Area Served: Statewide.

Source of Federal Funds: Preventive Health and Health Services Block Grant, CDFA #93.991; FAIN #NB01OT009381; Public Health Emergency Preparedness, CDFA #93.069, FAIN #U90TP922018; Block Grants for Prevention and Treatment of Substance Abuse, CDFA #93.959, FAIN #TI084659 and FAIN #TI083955; Immunization Cooperative Agreements, CDFA #93.268, FAIN #NH23IP922595; National Bioterrorism Hospital Preparedness Program, CDFA #93.889, FAIN #U3REP190580; Opioid STR, CDFA #93.788, FAIN #TI83326A; Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises, CDFA #93.391, FAIN # NH95OT000031.

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

Respectfully submitted,

DocuSigned by:


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Lori A. Shibinette

Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET				
Regional Public Health Networks (RPHN)				
05-95-90-901010-8011 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY AND PERFORMANCE, PREVENTIVE HEALTH BLOCK GRANT				
100% Federal Funds		Award Date:		8/16/2021
CFDA #93.991		FAIN #NB01OT009381		
City of Nashua			Vendor # 177441-B011	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
			Sub-Total	\$30,000
The Cheshire Medical Center			Vendor # 155405-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
			Sub-Total	\$30,000
Greater Seacoast Community Health			Vendor # 154703-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
			Sub-Total	\$30,000
Granite United Way - Capitol Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
			Sub-Total	\$30,000
Granite United Way - Carroll County Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
			Sub-Total	\$30,000
Granite United Way -South Central Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
			Sub-Total	\$30,000
Lamprey Health Care, Inc.			Vendor # 177677-R001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
			Sub-Total	\$30,000
Partnership for Public Health, Inc.			Vendor # 165635-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
			Sub-Total	\$30,000
Manchester Health Department			Vendor # 177433-B009	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
			Sub-Total	\$30,000
Mary Hitchcock Memorial Hospital - Sullivan County Region			Vendor # 177160-B003	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
			Sub-Total	\$30,000
Mary Hitchcock Memorial Hospital - Upper Valley Region			Vendor # 177160-B003	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
			Sub-Total	\$30,000

FINANCIAL DETAIL ATTACHMENT SHEET				
Regional Public Health Networks (RPHN)				
Mid-State Health Center			Vendor # 158055-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
			Sub-Total	\$30,000
North Country Health Consortium			Vendor # 158557-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90001022	\$15,000
			Sub-Total	\$30,000
			SUB TOTAL	\$390,000
05-95-90-903510-1114 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPAREDNESS & RESPONSE, PH EMERGENCY PREPAREDNESS				
63% Federal Funds & 37% General Funds			Award Date: TBD 7/1/2022	
CFDA #93.069		FAIN #U90TP922018		
City of Nashua			Vendor # 177441-B011	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	\$135,852
2023	074-500589	Grants for Pub Asst and Relief	90077028	\$51,876
			Sub Total 2023	\$187,728
2024	102-500731	Contracts for Prog Svs	90077410	\$135,852
2024	074-500589	Grants for Pub Asst and Relief	90077028	\$51,876
			Sub Total 2024	\$187,728
			Sub Total	\$375,456
The Cheshire Medical Center			Vendor # 155405-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	\$33,290
2023	074-500589	Grants for Pub Asst and Relief	90077028	\$51,875
			Sub Total 2023	\$85,165
2024	102-500731	Contracts for Prog Svs	90077410	\$33,290
2024	074-500589	Grants for Pub Asst and Relief	90077028	\$51,875
			Sub Total 2024	\$85,165
			Sub Total	\$170,330
Greater Seacoast Community Health			Vendor # 154703-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	\$52,537
2023	074-500589	Grants for Pub Asst and Relief	90077028	\$51,875
			Sub Total 2023	\$104,412
2024	102-500731	Contracts for Prog Svs	90077410	\$52,537
2024	074-500589	Grants for Pub Asst and Relief	90077028	\$51,875
			Sub Total 2024	\$104,412
			Sub Total	\$208,824
Granite United Way - Capitol Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	\$47,743
2023	074-500589	Grants for Pub Asst and Relief	90077028	\$51,875
			Sub Total 2023	\$99,618
2024	102-500731	Contracts for Prog Svs	90077410	\$47,743
2024	074-500589	Grants for Pub Asst and Relief	90077028	\$51,875
			Sub Total 2024	\$99,618
			Sub Total	\$199,236
Granite United Way - Carroll County Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	\$45,925
2024	102-500731	Contracts for Prog Svs	90077410	\$45,925
			Sub Total	\$91,850
Granite United Way -South Central Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	\$44,729
2023	074-500589	Grants for Pub Asst and Relief	90077028	\$51,875
			Sub Total 2023	\$96,604
2024	102-500731	Contracts for Prog Svs	90077410	\$44,729
2024	074-500589	Grants for Pub Asst and Relief	90077028	\$51,875
			Sub Total 2024	\$96,604
			Sub Total	\$193,208

FINANCIAL DETAIL ATTACHMENT SHEET				
Regional Public Health Networks (RPHN)				
Lamprey Health Care, Inc.			Vendor #177677-R001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	\$50,374
2023	074-500589	Grants for Pub Asst and Relief	90077028	\$51,875
			Sub Total 2023	\$102,249
2024	102-500731	Contracts for Prog Svs	90077410	\$50,374
2024	074-500589	Grants for Pub Asst and Relief	90077028	\$51,875
			Sub Total 2024	\$102,249
			Sub Total	\$204,498
Partnership for Public Health, Inc.			Vendor # 165635-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	\$86,750
2024	074-500589	Grants for Pub Asst and Relief	90077410	\$86,750
			Sub Total	\$173,500
Manchester Health Department			Vendor # 177433-B009	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	\$186,175
2023	074-500589	Grants for Pub Asst and Relief	90077028	\$51,876
			Sub Total 2023	\$238,051
2024	102-500731	Contracts for Prog Svs	90077410	\$186,175
2024	074-500589	Grants for Pub Asst and Relief	90077028	\$51,875
			Sub Total 2024	\$238,050
			Sub Total	\$476,101
Mary Hitchcock Memorial Hospital - Sullivan County Region			Vendor # 177160-B003	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	\$67,310
2024	074-500589	Grants for Pub Asst and Relief	90077410	\$67,310
			Sub Total	\$134,620
Mary Hitchcock Memorial Hospital - Upper Valley Region			Vendor # 177160-B003	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	\$54,787
2024	074-500589	Grants for Pub Asst and Relief	90077410	\$54,787
			Sub Total	\$109,574
Mid-State Health Center			Vendor # 158055-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	\$80,631
2024	074-500589	Grants for Pub Asst and Relief	90077410	\$80,631
			Sub Total	\$161,262
North Country Health Consortium			Vendor # 158557-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svs	90077410	\$70,952
2024	074-500589	Grants for Pub Asst and Relief	90077410	\$70,952
			Sub Total	\$141,904
			SUB TOTAL	\$2,640,363
05-95-92-920510-3380 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL, PREVENTION SVS				
97% Federal Funds & 3% General Funds			Award Date:	2/10/2022
CFDA #93.959			FAIN #TI084659	
City of Nashua			Vendor # 177441-B011	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2023	\$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2024	\$147,660
			Sub-Total	\$295,320
The Cheshire Medical Center			Vendor # 155405-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2023	\$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2024	\$147,660
			Sub-Total	\$295,320

FINANCIAL DETAIL ATTACHMENT SHEET				
Regional Public Health Networks (RPHN)				
Greater Seacoast Community Health			Vendor # 154703-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2023	\$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2024	\$147,660
			Sub-Total	\$295,320
Granite United Way - Capitol Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2023	\$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2024	\$147,660
			Sub-Total	\$295,320
Granite United Way - Carroll County Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2023	\$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2024	\$147,660
			Sub-Total	\$295,320
Granite United Way -South Central Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2023	\$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2024	\$147,660
			Sub-Total	\$295,320
Lamprey Health Care, Inc.			Vendor #177677-R001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2023	\$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2024	\$147,660
			Sub-Total	\$295,320
Partnership for Public Health, Inc.			Vendor # 165635-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2023	\$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2024	\$147,660
			Sub-Total	\$295,320
Manchester Health Department			Vendor # 177433-B009	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2023	\$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2024	\$147,660
			Sub-Total	\$295,320
Mary Hitchcock Memorial Hospital - Sullivan County Region			Vendor # 177160-B003	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2023	\$147,660
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$132,660
			Sub Total 2024	\$147,660
			Sub-Total	\$295,320

FINANCIAL DETAIL ATTACHMENT SHEET Regional Public Health Networks (RPHN)				
Mary Hitchcock Memorial Hospital - Upper Valley Region Vendor # 177160-B003				
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$132,860
			Sub Total 2023	\$147,860
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$132,860
			Sub Total 2024	\$147,860
			Sub-Total	\$295,320
Mid-State Health Center Vendor # 158055-B001				
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$132,860
			Sub Total 2023	\$147,860
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$132,860
			Sub Total 2024	\$147,860
			Sub-Total	\$295,320
North Country Health Consortium Vendor # 158557-B001				
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2023	074-500589	Grants for Pub Asst and Relief	92057502	\$132,860
			Sub Total 2023	\$147,860
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	92057502	\$132,860
			Sub Total 2024	\$147,860
			Sub-Total	\$295,320
			SUB TOTAL	\$3,839,160
05-95-90-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION PROGRAM				
100% Federal Funds CFDA #93.288		FAIN #NH23IP922595	Award Date:	TBD 7/1/2022
Greater Seacoast Community Health Vendor # 154703-B001				
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90023013	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90023013	\$15,000
			Sub-Total	\$30,000
Granite United Way - Capitol Region Vendor # 160015-B001				
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90023013	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90023013	\$15,000
			Sub-Total	\$30,000
Granite United Way - Carroll County Region Vendor # 160015-B001				
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90023013	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90023013	\$15,000
			Sub-Total	\$30,000
Partnership for Public Health, Inc. Vendor # 165635-B001				
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90023013	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90023013	\$15,000
			Sub-Total	\$30,000
Mary Hitchcock Memorial Hospital - Sullivan County Region Vendor # 177160-B003				
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90023013	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90023013	\$15,000
			Sub-Total	\$30,000
Mary Hitchcock Memorial Hospital - Upper Valley Region Vendor # 177160-B003				
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90023013	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90023013	\$15,000
			Sub-Total	\$30,000
Mid-State Health Center Vendor # 158055-B001				
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90023013	\$15,000
2024	074-500589	Grants for Pub Asst and Relief	90023013	\$15,000
			Sub-Total	\$30,000
			SUB TOTAL	\$210,000

FINANCIAL DETAIL ATTACHMENT SHEET Regional Public Health Networks (RPHN)				
05-95-90-902510-1956 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION COVID-19				
100% Federal Funds CFDA #93.268		FAIN #NH23IP922595		Award Date: 3/29/2021
City of Nashua			Vendor # 177441-B011	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023210	\$15,000
2024	102-500731	Contracts for Prog Services	90023210	\$15,000
			Sub-Total	\$30,000
The Cheshire Medical Center			Vendor # 155405-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023210	\$15,000
2024	102-500731	Contracts for Prog Services	90023210	\$15,000
			Sub-Total	\$30,000
Lamprey Health Care, Inc.			Vendor #177677-R001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023210	\$15,000
2024	102-500731	Contracts for Prog Services	90023210	\$15,000
			Sub-Total	\$30,000
Granite United Way -South Central Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023210	\$15,000
2024	102-500731	Contracts for Prog Services	90023210	\$15,000
			Sub-Total	\$30,000
			SUB TOTAL	\$120,000
05-95-90-903510-1113 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPAREDNESS & RESPONSE, HOSPITAL PREPAREDNESS				
100% Federal Funds CFDA #93.889		FAIN #U3REP190580		Award Date: TBD 7/1/2022
City of Nashua			Vendor # 177441-B011	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
			Sub-Total	\$20,000
The Cheshire Medical Center			Vendor # 155405-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
			Sub-Total	\$20,000
Greater Seacoast Community Health			Vendor # 154703-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
			Sub-Total	\$20,000
Granite United Way - Capitol Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
			Sub-Total	\$20,000
Granite United Way - Carroll County Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
			Sub-Total	\$20,000
Granite United Way -South Central Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
			Sub-Total	\$20,000
Lamprey Health Care, Inc.			Vendor #177677-R001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
			Sub-Total	\$20,000

FINANCIAL DETAIL ATTACHMENT SHEET Regional Public Health Networks (RPHN)				
Partnership for Public Health, Inc.				Vendor # 165635-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
			Sub-Total	\$20,000
Manchester Health Department				Vendor # 177433-B009
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
			Sub-Total	\$20,000
Mary Hitchcock Memorial Hospital - Sullivan County Region				Vendor # 177160-B003
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
			Sub-Total	\$20,000
Mary Hitchcock Memorial Hospital - Upper Valley Region				Vendor # 177160-B003
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
			Sub-Total	\$20,000
Mid-State Health Center				Vendor # 158055-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
			Sub-Total	\$20,000
North Country Health Consortium				Vendor # 158557-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
			Sub-Total	\$20,000
			SUB TOTAL	\$260,000
05-95-90-902510-2495 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, ARP-IMMUNIZATION				
100% Federal Funds CFDA #93.288		FAIN #H23IP922595		Award Date: 3/31/2021
City of Nashua				Vendor # 177441-B011
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	\$50,000
2024	102-500731	Contracts for Prog Services	90023800	\$50,000
			Sub-Total	\$100,000
The Cheshire Medical Center				Vendor # 155405-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	\$50,000
2024	102-500731	Contracts for Prog Services	90023800	\$50,000
			Sub-Total	\$100,000
Greater Seacoast Community Health				Vendor # 154703-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	\$50,000
2024	102-500731	Contracts for Prog Services	90023800	\$50,000
			Sub-Total	\$100,000
Granite United Way - Capitol Region				Vendor # 160015-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	\$50,000
2024	102-500731	Contracts for Prog Services	90023800	\$50,000
			Sub-Total	\$100,000
Granite United Way - Carroll County Region				Vendor # 160015-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	\$50,000
2024	102-500731	Contracts for Prog Services	90023800	\$50,000
			Sub-Total	\$100,000
Granite United Way -South Central Region				Vendor # 160015-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	\$50,000
2024	102-500731	Contracts for Prog Services	90023800	\$50,000
			Sub-Total	\$100,000

FINANCIAL DETAIL ATTACHMENT SHEET				
Regional Public Health Networks (RPHN)				
Lamprey Health Care, Inc.			Vendor #177677-R001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	\$50,000
2024	102-500731	Contracts for Prog Services	90023800	\$50,000
			Sub-Total	\$100,000
Partnership for Public Health, Inc.			Vendor # 165635-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	\$50,000
2024	102-500731	Contracts for Prog Services	90023800	\$50,000
			Sub-Total	\$100,000
Manchester Health Department			Vendor # 177433-B009	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	\$50,000
2024	102-500731	Contracts for Prog Services	90023800	\$50,000
			Sub-Total	\$100,000
Mary Hitchcock Memorial Hospital - Sullivan County Region			Vendor # 177160-B003	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	\$50,000
2024	102-500731	Contracts for Prog Services	90023800	\$50,000
			Sub-Total	\$100,000
Mary Hitchcock Memorial Hospital - Upper Valley Region			Vendor # 177160-B003	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	\$50,000
2024	102-500731	Contracts for Prog Services	90023800	\$50,000
			Sub-Total	\$100,000
Mid-State Health Center			Vendor # 158055-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	\$50,000
2024	102-500731	Contracts for Prog Services	90023800	\$50,000
			Sub-Total	\$100,000
North Country Health Consortium			Vendor # 158557-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90023800	\$50,000
2024	102-500731	Contracts for Prog Services	90023800	\$50,000
			Sub-Total	\$100,000
			SUB TOTAL	\$1,300,000
05-95-92-920510-19810000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, SABG ADDITIONAL				
100% Federal Funds		Award Date:		5/17/2021
CFDA #93.959		FAIN #TI083955		
City of Nashua			Vendor # 177441-B011	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	\$70,427
2024	074-500589	Grants for Pub Asst and Relief	92059502	\$70,427
			Sub-Total	\$140,854
The Cheshire Medical Center			Vendor # 155405-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	\$70,427
2024	074-500589	Grants for Pub Asst and Relief	92059502	\$70,427
			Sub-Total	\$140,854
Greater Seacoast Community Health			Vendor # 154703-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	\$70,427
2024	074-500589	Grants for Pub Asst and Relief	92059502	\$70,427
			Sub-Total	\$140,854
Granite United Way - Capitol Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	\$70,427
2024	074-500589	Grants for Pub Asst and Relief	92059502	\$70,427
			Sub-Total	\$140,854
Granite United Way - Carroll County Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	\$70,427
2024	074-500589	Grants for Pub Asst and Relief	92059502	\$70,427
			Sub-Total	\$140,854

FINANCIAL DETAIL ATTACHMENT SHEET Regional Public Health Networks (RPHN)				
Granite United Way - South Central Region				Vendor # 160015-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	\$70.427
2024	074-500589	Grants for Pub Asst and Relief	92059502	\$70.427
			Sub-Total	\$140,854
Lamprey Health Care, Inc.				Vendor #177677-R001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	\$70.427
2024	074-500589	Grants for Pub Asst and Relief	92059502	\$70.427
			Sub-Total	\$140,854
Partnership for Public Health, Inc.				Vendor # 165635-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	\$70.427
2024	074-500589	Grants for Pub Asst and Relief	92059502	\$70.427
			Sub-Total	\$140,854
Manchester Health Department				Vendor # 177433-B009
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	\$70.427
2024	074-500589	Grants for Pub Asst and Relief	92059502	\$70.427
			Sub-Total	\$140,854
Mary Hitchcock Memorial Hospital - Sullivan County Region				Vendor # 177160-B003
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	\$70.427
2024	074-500589	Grants for Pub Asst and Relief	92059502	\$70.427
			Sub-Total	\$140,854
Mary Hitchcock Memorial Hospital - Upper Valley Region				Vendor # 177160-B003
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	\$70.427
2024	074-500589	Grants for Pub Asst and Relief	92059502	\$70.427
			Sub-Total	\$140,854
Mid-State Health Center				Vendor # 158055-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	\$70.427
2024	074-500589	Grants for Pub Asst and Relief	92059502	\$70.427
			Sub-Total	\$140,854
North Country Health Consortium				Vendor # 158557-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92059502	\$70.427
2024	074-500589	Grants for Pub Asst and Relief	92059502	\$70.427
			Sub-Total	\$140,854
			SUB TOTAL	\$1,831,102
05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT				
100% Federal Funds CFDA #93.788				
		FAIN #TI83326A	Award Date:	8/27/2020
City of Nashua				Vendor # 177441-B011
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	\$25,000
2024	074-500589	Grants for Pub Asst and Relief		\$0
			Sub-Total	\$25,000
The Cheshire Medical Center				Vendor # 155405-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	\$25,000
2024	074-500589	Grants for Pub Asst and Relief		\$0
			Sub-Total	\$25,000
Greater Seacoast Community Health				Vendor # 154703-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	\$25,000
2024	074-500589	Grants for Pub Asst and Relief		\$0
			Sub-Total	\$25,000
Granite United Way - Capitol Region				Vendor # 160015-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	\$25,000
2024	074-500589	Grants for Pub Asst and Relief		\$0
			Sub-Total	\$25,000

FINANCIAL DETAIL ATTACHMENT SHEET Regional Public Health Networks (RPHN)				
Granite United Way - Carroll County Region				Vendor # 160015-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	\$25,000
2024	074-500589	Grants for Pub Asst and Relief		\$0
			Sub-Total	\$25,000
Granite United Way -South Central Region				Vendor # 160015-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	\$25,000
2024	074-500589	Grants for Pub Asst and Relief		\$0
			Sub-Total	\$25,000
Lamprey Health Care, Inc.				Vendor #177677-R001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	\$25,000
2024	074-500589	Grants for Pub Asst and Relief		\$0
			Sub-Total	\$25,000
Partnership for Public Health, Inc.				Vendor # 165835-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	\$25,000
2024	074-500589	Grants for Pub Asst and Relief		\$0
			Sub-Total	\$25,000
Manchester Health Department				Vendor # 177433-B009
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	\$25,000
2024	074-500589	Grants for Pub Asst and Relief		\$0
			Sub-Total	\$25,000
Mary Hitchcock Memorial Hospital - Sullivan County Region				Vendor # 177160-B003
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	\$25,000
2024	074-500589	Grants for Pub Asst and Relief		\$0
			Sub-Total	\$25,000
Mary Hitchcock Memorial Hospital - Upper Valley Region				Vendor # 177160-B003
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	\$25,000
2024	074-500589	Grants for Pub Asst and Relief		\$0
			Sub-Total	\$25,000
Mid-State Health Center				Vendor # 158055-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	\$25,000
2024	074-500589	Grants for Pub Asst and Relief		\$0
			Sub-Total	\$25,000
North Country Health Consortium				Vendor # 158557-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92057048	\$25,000
2024	074-500589	Grants for Pub Asst and Relief		\$0
			Sub-Total	\$25,000
			SUB TOTAL	\$325,000
05-95-90-901010-5771 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY & PERFORMANCE, PH COVID-19 HEALTH DISPARITIES				
100% Federal Funds CFDA #93.391				
		FAIN #NH95OT000031	Award Date:	5/27/2021
City of Nashua				Vendor # 177441-B011
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	\$15,000
2024	102-500731	Contracts for Prog Services	90577140	\$0
			Sub-Total	\$15,000
The Cheshire Medical Center				Vendor # 155405-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	\$15,000
2024	102-500731	Contracts for Prog Services	90577140	\$0
			Sub-Total	\$15,000
Greater Seacoast Community Health				Vendor # 154703-B001
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	\$15,000
2024	102-500731	Contracts for Prog Services	90577140	\$0
			Sub-Total	\$15,000

FINANCIAL DETAIL ATTACHMENT SHEET				
Regional Public Health Networks (RPHN)				
Granite United Way - Capitol Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	\$15,000
2024	102-500731	Contracts for Prog Services	90577140	\$0
			Sub-Total	\$15,000
Granite United Way - Carroll County Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	\$15,000
2024	102-500731	Contracts for Prog Services	90577140	\$0
			Sub-Total	\$15,000
Granite United Way -South Central Region			Vendor # 160015-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	\$15,000
2024	102-500731	Contracts for Prog Services	90577140	\$0
			Sub-Total	\$15,000
Lamprey Health Care, Inc.			Vendor #177677-R001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	\$15,000
2024	102-500731	Contracts for Prog Services	90577140	\$0
			Sub-Total	\$15,000
Partnership for Public Health, Inc.			Vendor # 165635-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	\$15,000
2024	102-500731	Contracts for Prog Services	90577140	\$0
			Sub-Total	\$15,000
Mary Hitchcock Memorial Hospital - Upper Valley Region			Vendor # 177160-B003	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	\$15,000
2024	102-500731	Contracts for Prog Services	90577140	\$0
			Sub-Total	\$15,000
Mid-State Health Center			Vendor # 158055-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	\$15,000
2024	102-500731	Contracts for Prog Services	90577140	\$0
			Sub-Total	\$15,000
North Country Health Consortium			Vendor # 158557-B001	
Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Services	90577140	\$15,000
2024	102-500731	Contracts for Prog Services	90577140	\$0
			Sub-Total	\$15,000
			SUB TOTAL	\$165,000
				TOTAL ALL
				\$11,080,625

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFA-2023-DPHS-02-REGION

Project Title Regional Public Health Networks

	Maximum Points Available	City of Nashua	The Cheshire Medical Center	Mary Hitchcock Memorial	Granite United Way	Greater Seacoast Community Health	Manchester Health Department	Mid-State Health Center	North Country Health Consortium	Partnership for Public Health	Lamprey Health Care
Technical											
Experience Q1	30	30	28	25	25	30	20	20	18	30	30
Ability Q2	40	35	40	33	30	40	23	25	35	35	35
Capacity Q3	30	30	28	23	25	28	13	15	25	20	30
Knowledge Q4	50	50	50	50	45	45	25	40	43	50	43
TOTAL POINTS	150	145	146	131	125	143	81	100	121	135	138

FORM NUMBER P-37 (version 12/11/2019)

Subject: Regional Public Health Network Services (RFA-2023-DPHS-02-REGIO-05)


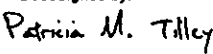
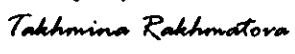
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Health Department		1.4 Contractor Address 1528 Elm St, Manchester, NH 03101	
1.5 Contractor Phone Number (603) 624-6466	1.6 Account Number See Attached	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$1,087,275
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/22/22		1.12 Name and Title of Contractor Signatory Joyce Craig Mayor	
1.13 State Agency Signature DocuSigned by:  Date: 6/24/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 6/24/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Regional Public Health Network Account Numbers

05-95-90-901010-8011

05-95-90-903510-1114

05-95-92-920510-3380

05-95-90-902510-5178

05-95-90-903510-1113

05-95-90-902510-2495

05-95-92-920510-1981

05-95-92-920510-7040

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6/22/22

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions
 - 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
 - 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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6/22/22

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
EXHIBIT B**

Scope of Services

1. Statement of Work

1.1. The Contractor shall serve as a lead organization to host Regional Public Health Network (RPHN) services to deliver a broad range of public health services within the Greater Manchester region, for the following programs within the Department of Health and Human Services (Department), Division of Public Health Services:

- 1.1.1. Substance Misuse Prevention.
- 1.1.2. Continuum of Care Facilitation.
- 1.1.3. Overdose Prevention Response.
- 1.1.4. Public Health Advisory Council.
- 1.1.5. Public Health Emergency Preparedness.

1.2. The Contractor shall ensure that NH communities within this public health region are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services which include, but are not limited to:

- 1.2.1. Sustaining a regional Public Health Advisory Council (PHAC).
- 1.2.2. Overseeing RPHN staff to ensure they meet the core competencies of Public Health professionals.
- 1.2.3. Facilitating the implementation of evidence-based multidisciplinary substance misuse and prevention activities through Continuum of Care (CoC), ranging from population-level strategies to targeted interventions aimed at high-risk individuals.
- 1.2.4. Planning for, and responding to, public health incidents and emergencies.
- 1.2.5. Contract administration and leadership.

Public Health services include:

1.2.6. Substance Misuse Prevention

1.2.6.1. The Contractor shall provide leadership and coordination to impact substance misuse prevention and related health promotion activities by implementing, promoting, and advancing evidence-based primary prevention approaches, programs, policies, and services. The Contractor shall:

- 1.2.6.1.1. Implement the strategic prevention model, in accordance with the Substance Abuse and Mental Health Services Administration (SAMHSA) Strategic Prevention Framework that includes assessment, capacity

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
EXHIBIT B**

- development, planning, implementation, and evaluation.
- 1.2.6.1.2. Utilize a public health approach to prevent and reduce substance misuse risk factors and strengthen protective factors known to influence behaviors. Regional data driven primary prevention approaches must be consistent with the Center for Substance Abuse Prevention (CSAP) categories but do not need to include all CSAP categories.
 - 1.2.6.1.3. Support and advance the implementation of evidenced-informed approaches, programs, policies, and services within the RPHN region through community engagement and mobilization.
 - 1.2.6.1.4. Advance, promote, and implement substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective, and indicated prevention by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families, and communities.
 - 1.2.6.1.5. Comply with the Federal Substance Abuse Block Grant requirements for substance misuse primary prevention strategies, collection, and reporting of data as outlined in the Federal Regulatory Requirements for SAMHSA 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.
 - 1.2.6.1.6. Ensure substance misuse prevention is represented at PHAC meetings, and with a bi-directional exchange of information, to advance efforts of substance misuse prevention initiatives.
 - 1.2.6.1.7. Assist as directed by the Department's Bureau of Drug and Alcohol Services (BDAS), with the Federal Block Grant Comprehensive Synar

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6/22/22

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
EXHIBIT B**

activities that include, but are not limited to, merchant and community education efforts; youth involvement; and policy and advocacy efforts.

1.2.6.1.8. Ensure Substance Misuse Prevention Coordination and CoC Facilitation will:

1.2.6.1.8.1. Guided by the SPF and Assets and Gaps Analysis, maintain, revise, and publicly promote a data driven regional substance misuse prevention and CoC outcomes based three (3) year strategic plan that aligns with the State Health Improvement Plan (SHIP), Community Health Improvement Plan (CHIP), and Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan.

1.2.6.1.8.2. Develop annual work plans for Department approval that guides actions and includes outcome-based performance measures and in alignment with the three (3) year strategic plan. Based on changing and emerging local conditions adapt work plans as necessary with approval by the Department.

1.2.6.1.8.3. Report progress with the work plan and three (3) year strategic plan including outcomes in a Department approved database.

1.2.6.1.8.4. Maintain a substance misuse leadership team consisting of regional representatives with a special expertise in substance misuse prevention, early intervention, treatment and recovery who can help guide and assist with awareness and

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
EXHIBIT B**

advance substance misuse efforts in the region.

1.2.6.1.8.5. Produce and disseminate an annual report that demonstrates successes, challenges, outcomes from the previous year and projected goals for the following year.

1.2.6.1.8.6. Participate in RPHN Substance Misuse meetings as directed by BDAS.

1.2.7. Continuum of Care (CoC) Facilitation

1.2.7.1. The Contractor shall provide leadership and/or support for activities that assist in the facilitation of development of a robust and coordinated CoC for prevention, early intervention, treatment and recovery, utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC). The Contractor shall:

1.2.7.1.1. Engage regional partners in conducting a regional asset and gap analysis; and ongoing update of regional assets and gaps. The Contractor shall ensure regional partners include, but are not limited to:

1.2.7.1.1.1. Prevention, Early Intervention, Treatment, Recovery and Support Services providers.

1.2.7.1.1.2. Primary health care providers.

1.2.7.1.1.3. Behavioral health care providers.

1.2.7.1.1.4. Other interested and/or affected parties.

1.2.7.1.2. Facilitate and/or provide support for initiatives that result in:

1.2.7.1.2.1. Increased awareness of and access to services.

1.2.7.1.2.2. Increased communication and collaboration among providers.

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
EXHIBIT B**

1.2.7.1.2.3. Increased capacity and delivery of services.

1.2.7.1.2.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan.

1.2.7.1.2.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work including, but not limited to, The Doorway.

1.2.7.1.2.6. Work with statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek assistance including, but not limited to:

1.2.7.1.2.6.1. Health service providers.

1.2.7.1.2.6.2. Public and charter schools and institutes of higher education.

1.2.7.1.2.6.3. Police and fire stations.

1.2.7.1.2.6.4. Municipal government buildings.

1.2.7.1.2.6.5. Businesses in every community of the region.

1.2.7.1.3. Engage regional stakeholders to assist with information dissemination.

1.2.8. Overdose Prevention Response

1.2.8.1. The Contractor shall conduct a three (3) year initiative to disseminate and distribute overdose prevention education resources, Naloxone, and Naloxone kits to reach high-need,

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
EXHIBIT B**

high-risk populations within the RHPN. The Department shall provide guidance

1.2.8.1.1. Conduct a needs assessment to inform response efforts that include, but is not limited to:

1.2.8.1.1.1. Gathering existing regional and local level data related to alcohol and other drug overdoses.

1.2.8.1.1.2. Collaborating with the Department to obtain State level data sources related to alcohol and other drug overdoses.

1.2.8.1.1.3. Working with regional and local stakeholders to identify high-need, high-risk populations. Stakeholders include, but are not limited to:

1.2.8.1.1.3.1. Doorways

1.2.8.1.1.3.2. Recovery care organizations

1.2.8.1.1.3.3. Treatment providers

1.2.8.1.1.3.4. Law enforcement

1.2.8.1.1.3.5. Hospitals

1.2.8.1.1.4. Utilize the data from the assessment to develop a community map that identifies community assets and resources of the partner agencies across the continuum of care, and distribute and disseminate resources.

1.2.8.1.2. Coordinate with regional and local partners and stakeholders to reach high-need, high-risk populations for distribution and dissemination of prevention overdose materials and products.

1.2.8.2. The Contractor shall participate in Department trainings and

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
EXHIBIT B**

meetings, as requested.

1.2.9. Public Health Advisory Council

1.2.9.1. The Contractor shall coordinate and facilitate the regional PHAC to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:

1.2.9.1.1. Maintain a set of operating guidelines or by-laws for the PHAC;

1.2.9.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team, with the authority to:

1.2.9.1.2.1. Approve regional health priorities and implement high-level goals and strategies.

1.2.9.1.2.2. Address emergent public health issues, as identified by regional partners and the Department, and mobilize key regional stakeholders to address the issues.

1.2.9.1.2.3. Form committees and workgroups to address specific strategies and public health topics.

1.2.9.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.

1.2.9.1.2.5. Make recommendations within the public health region and to the Department regarding funding and priorities for service delivery based on needs assessments and data collection.

1.2.9.1.2.6. Attend Department-sponsored PHAC coordinating meetings as directed by the Department.

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- 1.2.9.1.3. Conduct, at minimum, biannual meetings of the PHAC.
- 1.2.9.1.4. Ensure the PHAC leadership team meets at least quarterly in order to:
 - 1.2.9.1.4.1. Ensure meeting minutes are available to the public upon request.
 - 1.2.9.1.4.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.
- 1.2.9.1.5. Develop annual action plans for the services in this RFA, as advised by the PHAC.
- 1.2.9.1.6. Coordinate with the Department to collect, analyze, and disseminate data relative to the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.
- 1.2.9.1.7. Maintain a CHIP that is aligned with the SHIP; and informed by other health improvement plans developed by community partners. The CHIP must inform the plans of Substance Misuse Primary prevention coordination (SMPC), CoC facilitation, and Public Health Emergency Preparedness (PHEP) scopes of work to achieve complimentary and shared public health outcomes.
- 1.2.9.1.8. Provide leadership through guidance, technical assistance, and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.
- 1.2.9.1.9. Publish an annual report capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities, and distribute the annual report to the community
- 1.2.9.1.10. Maintain a website that provides information to the public and agency partners, which includes but is not limited to, information on

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the PHAC, CHIP, SMPC, CoC facilitation, and PHEP programs.

- 1.2.9.1.11. Advance the work of RPHNs by conducting a minimum of four (4) educational and training programs annually to RPHN partners and others.
- 1.2.9.1.12. Educate partners and stakeholder groups, including elected officials, on the PHAC.
- 1.2.9.1.13. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

1.2.10. Public Health Emergency Preparedness

1.2.10.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity for partner organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies. The Contractor shall:

- 1.2.10.1.1. Ensure all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions.
- 1.2.10.1.2. Coordinate and convene, at minimum, quarterly regional PHEP planning committee and/or workgroup to:
 - 1.2.10.1.2.1. Improve regional emergency response plans.
 - 1.2.10.1.2.2. Improve the capacity for partner entities to mitigate, prepare for, respond to and recover from public health emergencies.
 - 1.2.10.1.2.3. Convene, at minimum, quarterly meetings of the regional PHEP committee and/or workgroup.
 - 1.2.10.1.2.4. Ensure and document committee and/or workgroup

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review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA), annually.

- 1.2.10.1.3. Maintain a three (3) year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by the CDC.
- 1.2.10.1.4. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.
- 1.2.10.1.5. Submit an annual work plan based on a template provided by the Department.
- 1.2.10.1.6. Sponsor, and organize the logistics for, a minimum of two (2) trainings annually for regional partners.
- 1.2.10.1.7. Collaborate with the Department's Division of Public Health Services (DPHS), the Community Health Institute, NH Fire Academy, Granite State Health Care Coalition, and other training providers to implement training programs.
- 1.2.10.1.8. Revise the RPHEA based on guidance from the Department. The Contractor shall:
 - 1.2.10.1.8.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by the Department.
 - 1.2.10.1.8.2. Develop new appendices based on priorities identified by the Department using templates provided by the Department.
 - 1.2.10.1.8.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.

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- 1.2.10.1.8.4. Participate in workgroups to develop or revise components of the RPHEA convened by the Department or the agency contracted to provide training and technical assistance to RPHNs.
- 1.2.10.1.9. Understand the hazards and social conditions that increase vulnerability within the public health region including, but not limited to, SDOH factors. The Contractor shall:
 - 1.2.10.1.9.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.
 - 1.2.10.1.9.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals with functional needs, and other public health, health care, behavioral health and environmental health entities.
- 1.2.10.1.10. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning for and response to a public health incident or emergency.
- 1.2.10.1.11. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
- 1.2.10.1.12. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.

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- 1.2.10.1.13. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.
- 1.2.10.1.14. Maintain the capacity to utilize Web Based Emergency Operations Center (WebEOC), the State's emergency management platform, during incidents or emergencies.
- 1.2.10.1.15. Provide training as needed to individuals to participate in emergency management using WebEOC.
- 1.2.10.1.16. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.
- 1.2.10.1.17. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.
- 1.2.10.1.18. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the Department's SNS Coordinator to identify appropriate actions and priorities that include, but are not limited to:
 - 1.2.10.1.18.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans.
 - 1.2.10.1.18.2. Annual submission of either ORR or self-assessment documentation.
 - 1.2.10.1.18.3. ORR site visit as scheduled by the CDC and the Department.
 - 1.2.10.1.18.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.

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- 1.2.10.1.19. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies by:
 - 1.2.10.1.19.1. Executing agreements with agencies to store, inventory, and rotate these supplies prior to purchasing new supplies or equipment.
 - 1.2.10.1.19.2. Uploading, at least annually, a complete inventory to a Health Information Management System (HIMS) identified by the Department.
- 1.2.10.1.20. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector. The Contractor shall:
 - 1.2.10.1.20.1. Maintain proficiency in the volunteer management system supported by the Department.
 - 1.2.10.1.20.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy volunteers during an incident or emergency.
 - 1.2.10.1.20.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.
 - 1.2.10.1.20.4. Conduct quarterly notification drills of volunteers.
- 1.2.10.1.21. Participate, as requested by the Department, in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.
- 1.2.10.1.22. Participate, as requested by the Department, in a statewide healthcare coalition directed

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toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.

- 1.2.10.1.23. Plan and implement targeted vaccination clinics, as requested by the Department, ensuring clinics take place at locations where individuals at-risk for vaccine preventable disease can be accessed, according to guidance issued by the Department.

1.2.11. Public Health Emergency Preparedness: COVID-19 Response

1.2.11.1. Emergency Operations

- 1.2.11.1.1. The Contractor shall enact emergency operations across the RPHN for COVID-19 efforts by:

- 1.2.11.1.1.1. Activating the region's Multi-Agency Coordination Entity (MACE) at a level appropriate to meet the needs of the response.

- 1.2.11.1.1.2. Staffing the MACE with the numbers and skills necessary to support the response and ensure worker safety.

- 1.2.11.1.1.3. Assessing the region's public health and healthcare system training needs.

- 1.2.11.1.1.4. Providing training designed to improve the region's public health and healthcare system response.

- 1.2.11.1.1.5. Ensuring plans and region's response actions incorporate the latest DPHS guidance and direction.

1.2.11.2. Responder Safety and Health

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1.2.11.2.1. The Contractor shall ensure the health and safety of the public health response in the RPHN, including but not limited to:

1.2.11.2.1.1. Implementing staff resiliency programs, information, and referrals to responder mental health support.

1.2.11.2.1.2. Determining responder safety and health gaps and implementing corrective actions.

1.2.11.2.1.3. Documenting and tracking the RPHN's personal protective equipment inventory.

1.2.11.3. Identification of Vulnerable Populations

1.2.11.3.1. The Contractor shall identify and implement mitigation strategies for populations at risk for morbidity, mortality, and other adverse outcomes.

1.2.11.3.2. The Contractor shall coordinate with governmental and nongovernmental programs that can be leveraged to provide health and human services and disseminate information to connect the public with available services.

1.2.11.4. Information Sharing and Public Information

1.2.11.4.1. The Contractor shall ensure information regarding the COVID-19 efforts are provided to the public, including, but not limited to:

1.2.11.4.1.1. Disseminating information, alerts, warnings, and notifications regarding risks and self-protective measures to the public, particularly with at-risk and vulnerable populations and public health responders.

1.2.11.4.1.2. Monitoring local news stories and social media postings to determine if information is

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accurate, identify messaging gaps, and coordinate with DHHS to adjust communications as needed.

1.2.11.4.1.3. Coordinating communication messages, products, and programs with DHHS, key partners and stakeholders, to harmonize response messaging.

1.2.11.5. Distribution and Use of Medical Materials

1.2.11.5.1. The Contractor shall ensure capacity for a mass vaccination campaign, including:

1.2.11.5.1.1. Maintaining ability for vaccine-specific Cold Chain management.

1.2.11.5.1.2. Coordinating targeted and mass vaccination clinics for emergency response.

1.2.11.5.1.3. Rapidly identifying high-risk persons requiring vaccine.

1.2.11.5.1.4. Planning and prioritizing limited medical countermeasures (MCM) based on guidance from the CDC and the Department.

1.2.11.5.1.5. Ensuring capacity for distribution of MCM and supplies.

1.2.11.5.1.6. Coordinating with the Department to create agreements with health care entities, as identified by the Department, to coordinate distribution and tracking of vaccinations.

1.2.11.5.2. The Contractor shall plan and conduct mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with all

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policies and procedures put forth by the Department.

1.2.11.5.3. The Contractor will utilize the Department's loaned assets to expand upon their personnel's ability to utilize the CDC's electronic Vaccine Administration Management System (VAMS), the Department's New Hampshire Immunization Information System (NHIIIS) or another system as designated by the Department to input vaccine data. The Contractor agrees to the following terms regarding the use of loaned assets:

1.2.11.5.3.1. As applicable and subject to the terms and conditions of this Agreement, the Department may provide the user with assets. This is a non-transferable right for the user to use the assets. The type of asset and quantity deployed will be determined jointly by the Contractor and the Department. An asset inventory reflecting the deployed assets will be managed by the Department with input and validation by the Contractor and will be updated as needed for asset management.

1.2.11.5.3.2. As applicable, the Contractor agrees to use and operate the assets only in conjunction with the appropriate business use, as determined by the Department, unless otherwise agreed upon by mutual written consent.

1.2.11.5.3.3. As applicable, the Contractor acknowledges the assets will be provided with Windows 10

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Professional (OEM version) and Microsoft Office software and it is the responsibility of the Contractor to purchase, install, and maintain all additional software required. In accordance with Exhibit K (Information Security Requirements), the Contractor further acknowledges responsibility for maintaining security standards including but not limited to antivirus software, patching and software updates.

1.2.11.5.3.4. As applicable, the Contractor acknowledges the Department's Security Office and NH DoIT will not provide technical assistance or IT support in association with the use of the assets; however, VAMS and NHIIS User Support may be provided by the Department's Immunization Program.

1.2.11.5.3.5. As applicable, the Contractor understands and agrees that the Department retains ownership of the loaned assets, and further agrees to return the assets to the Department in good working condition when no longer needed for the identified business need or within thirty (30) days of contract termination, inclusive of any amendments to extend the contract term.

1.2.11.5.3.6. As applicable, prior to returning laptop, iPads, and/or other mobile or storage

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devices to the Department, the Contractor agrees to sanitize all data from said devices. The User agrees to cleanse all data using the Purge technique unless Purge cannot be applied due to the firmware involved. For National Institute of Standards and Technology (NIST) Media Sanitization Guides refer to the NIST Special Publication 800-88 Rev.1, or later for guidelines at <https://csrc.nist.gov/publications/sp800>.

1.2.11.6. Surge Staffing

- 1.2.11.6.1. The Contractor shall activate mechanisms for surging public health responder staff.
- 1.2.11.6.2. The Contractor shall recruit, enroll, activate, train, and deploy volunteers, including but not limited to:
 - 1.2.11.6.2.1. Medical Reserve Corps (MRC).
 - 1.2.11.6.2.2. Citizens Emergency Response Teams (CERT).
 - 1.2.11.6.2.3. Public Health Coordination with Healthcare Systems.
- 1.2.11.6.3. The Contractor shall coordinate with the Granite State Healthcare Coalition, its member agencies, and other health care organizations, emergency management, and other relevant partners and stakeholders to assess the public health and medical surge needs of the community.
- 1.2.11.6.4. The Contractor shall participate in the activation of Alternative Care Sites as requested by the sponsoring hospital(s) and/or at the Department's direction.

1.2.11.7. Biosurveillance

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- 1.2.11.7.1. The Contractor shall conduct surveillance and case identification, as needed and as requested by the Department, including, but not limited to:
 - 1.2.11.7.1.1. Public health epidemiological investigation activities such as contact follow-up.
 - 1.2.11.7.1.2. Assessing risk of travelers and other persons with potential COVID-19 exposures.
 - 1.2.11.7.1.3. Enhancing surveillance systems to provide case-based and aggregate epidemiological data.
 - 1.2.11.7.1.4. Ensuring data management systems are in place and meet the needs of the jurisdiction.
 - 1.2.11.7.1.5. Ensuring efficient and timely data collection.
 - 1.2.11.7.1.6. Ensuring ability to rapidly exchange data with public health partners and other relevant partners.

1.2.11.8. Vaccine Preventable Disease Prevention

- 1.2.11.8.1. The Contractor shall coordinate with local community-based agencies for the administration of vaccines supplied by the New Hampshire Immunization Program (NHIP) to New Hampshire residents as directed by the Department. The Contractor shall:
 - 1.2.11.8.1.1. Make copies of standing orders, emergency interventions/protocols and instructions on Vaccine Adverse Event Reporting System (VAERS) reporting available at all clinics.
 - 1.2.11.8.1.2. Recruit, train, and retain qualified medical and non-

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- medical volunteers to help operate the clinics.
- 1.2.11.8.1.3. Procure necessary supplies to conduct vaccine clinics, including, but not limited to, emergency management medications, equipment, and needles.
- 1.2.11.8.2. The Contractor shall ensure proper vaccine storage, handling and management. The Contractor shall:
- 1.2.11.8.2.1. Annually submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP to ensure that all listed requirements are met.
- 1.2.11.8.2.2. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.
- 1.2.11.8.2.3. Record temperatures twice daily (AM and PM), during normal business hours, for the primary refrigerator; and hourly when the vaccine is stored outside of the primary refrigerator unit.
- 1.2.11.8.2.4. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.
- 1.2.11.8.2.5. Utilize a temperature data logger for all vaccine monitoring, including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.
- 1.2.11.8.2.6. Submit a monthly temperature log to the NHIP for the primary refrigerator storage.

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- 1.2.11.8.2.7. Track each vaccine dose provided by NHIP.
- 1.2.11.8.2.8. Perform the following actions if a temperature excursion or adverse event occurs:
 - 1.2.11.8.2.8.1. Immediately quarantine the vaccine in a temperature appropriate setting, separating it from other vaccines and labeling it "DO NOT USE".
 - 1.2.11.8.2.8.2. Immediately contact the manufacturer to explain the event duration and temperature information to determine if the vaccine is still viable.
 - 1.2.11.8.2.8.3. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion by contacting the NHIP and faxing

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- incident forms.
- 1.2.11.8.2.8.4. Submit a Cold Chain Incident Report along with a Data Logger report to NHIP within 24 hours of temperature excursion occurrence.
- 1.2.11.8.3. Within 24 hours of the completion of every clinic:
 - 1.2.11.8.3.1. Update the State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.
 - 1.2.11.8.3.2. Ensure that doses administered in the inventory system match the clinical documentation of doses administered.
 - 1.2.11.8.3.3. Submit the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.
 - 1.2.11.8.3.4. Submit the following totals to NHIP outside of the ~~vaccine~~ ordering system:
 - 1.2.11.8.3.4.1. Total number of individuals vaccinated by age ranges, vaccine

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formulation and other demographic indicators as determined by the Department.

1.2.11.8.3.4.2. Total number of vaccines wasted.

1.2.11.8.3.5. The Contractor, in coordination with participating agencies, shall complete an annual year-end self-evaluation and improvement plan that includes, but is not limited to, the following:

1.2.11.8.3.5.1. Strategies that worked well in the areas of communication, logistics, or planning:

1.2.11.8.3.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvements.

1.2.11.8.3.5.3. Future strategies and plans for increasing the number of vaccinated individuals.

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1.2.11.8.3.5.4. Suggestions on how state level resources may aid increasing the number of vaccinated individuals

1.2.11.8.3.6. The Contractor shall, when medical direction is unable to be obtained, develop and submit a regional vaccine promotion plan, including a budget and strategies to measure the impact of the promotional activities for their region, to the Department for approval.

1.2.11.9. COVID-19 Vaccinations

1.2.11.9.1. The Contractor shall reduce access barriers to the COVID-19 vaccination for vulnerable populations (or "target populations"), including, but not limited to:

1.2.11.9.1.1. Racial minority populations.

1.2.11.9.1.2. Ethnic minority populations.

1.2.11.9.1.3. Individuals experiencing homelessness.

1.2.11.9.1.4. Individuals experiencing housing instability.

1.2.11.9.1.5. Rural communities.

1.2.11.9.2. The Contractor may assist the Department and/or partners in planning and conducting mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with policies.

1.2.11.9.3. The Contractor shall develop and implement engagement strategies to promote the COVID-19 vaccination and increase vaccine

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confidence through education, outreach, and partnerships in the target populations. The Contractor shall:

- 1.2.11.9.3.1. Identify community liaison collaborators to increase the knowledge of COVID-19 vaccinations among the target populations. Community liaison collaborators shall include, but are not limited to:
 - 1.2.11.9.3.2. Federally Qualified Health Centers.
 - 1.2.11.9.3.3. Community Mental Health Centers.
 - 1.2.11.9.3.4. Community-based Organizations.
 - 1.2.11.9.3.5. City Health Departments.
 - 1.2.11.9.3.6. Faith-based Organizations.
 - 1.2.11.9.3.7. Local barbers and hairdressers.
 - 1.2.11.9.3.8. Community Colleges.
 - 1.2.11.9.3.9. Schools.
- 1.2.11.9.4. Conduct outreach to populations including, but not limited to, those who:
 - 1.2.11.9.4.1. Experience disproportionately high rates of COVID-19 and related deaths.
 - 1.2.11.9.4.2. Have high rates of underlying health conditions that place them at greater risk for severe COVID-19 as determined by the CDC.
 - 1.2.11.9.4.3. Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical barriers, transportation barriers, and health system barriers.

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- 1.2.11.9.4.4. Are likely to have low acceptance of, or confidence in, COVID-19 vaccines.
- 1.2.11.9.4.5. Have a history of mistrust in health authorities or the medical establishment.
- 1.2.11.9.4.6. Are not well-known to health authorities or have not traditionally been the focus of immunization programs.
- 1.2.11.9.5. Reduce barriers to receipt of vaccination services, including, but not limited to, providing translation services for individuals who need assistance with Vaccination and Immunization Network Interface (VINI) or other State immunization registry systems.
- 1.2.11.9.6. Conduct outreach to assess individuals' readiness to receive a vaccination.
- 1.2.11.9.7. Have a medical professional available to provide counseling to individuals experiencing vaccine hesitancy.
- 1.2.11.9.8. Increase COVID-19 vaccine confidence among the populations listed above by developing and distributing messaging in multiple languages on any printed, audio, video, social media and/or other mediums used.
- 1.2.11.9.9. Participate in meetings with the Department, as requested by the Department.
- 1.2.11.9.10. Attend NHIP trainings.
- 1.2.11.9.11. Attend NH Public Health Association and other stakeholder immunization meetings/conferences.
- 1.2.11.9.12. Share information with the target populations regarding Department and other health organizations training and technical assistance opportunities.
- 1.2.11.10. The Contractor shall procure resources, equipment, and/or supplies as needed to establish and operate

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vaccine clinics, which shall include, but not be limited to:

1.2.11.10.1. Coordinating, operating, and managing clinics.

1.2.11.10.2. Procuring communication devices and services, which may include, but are not limited to:

1.2.11.10.2.1. Two-way radios.

1.2.11.10.2.2. Cell phones.

1.2.11.10.2.3. Wi-Fi.

1.2.11.10.2.4. Computers.

1.2.11.10.3. Procuring disposable supplies, which may include, but are not limited to:

1.2.11.10.3.1. Generator fuel.

1.2.11.10.3.2. Propane.

1.2.11.10.3.3. Oil.

1.2.11.10.3.4. Batteries.

1.2.11.10.4. Procuring clinical supplies, which may include, but are not limited to:

1.2.11.10.4.1. Syringes.

1.2.11.10.4.2. Needles

1.2.11.10.4.3. Alcohol wipes.

1.2.11.10.4.4. Band aids.

1.2.11.10.4.5. Stickers.

1.2.11.10.5. Procuring other necessary supplies and equipment per COVID-19 Vaccine Provider Agreement.

1.2.11.10.6. Ensuring proper vaccine storage, handling, administration and documentation in accordance with state and federal guidelines.

1.2.11.10.7. Recruiting, training, and scheduling vaccine clinic staff to provide services which include, but are not limited to:

1.2.11.10.7.1. Administering vaccines.

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1.2.11.10.7.2. Participating in training, as requested.

1.2.11.10.7.3. Supporting the planning and operations of conducting mobile and other COVID-19 vaccine clinics.

1.2.11.10.8. Reimbursing mileage costs for vaccine clinic staff, Contractor's staff, and clinic volunteers at the IRS mileage reimbursement rate for travel to and from vaccine clinics.

1.2.12. Training and Technical Assistance Requirements

1.2.12.1. The Contractor shall participate in training and technical assistance as follows:

1.2.12.1.1. Public Health Advisory Council

1.2.12.1.1.1. Attend semi-annual meetings of PHAC leadership convened by Department's DPHS and/or BDAS.

1.2.12.1.1.2. Complete a technical assistance needs assessment.

1.2.12.1.2. Public Health Emergency Preparedness

1.2.12.1.2.1. Attend bi-monthly meetings of PHEP coordinators and MCM ORR project meetings convened by the Department's DPHS and/or Bureau of Emergency Preparedness, Response and Recovery (EPRR).

1.2.12.1.2.2. Complete a technical assistance needs assessment.

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1.2.12.1.2.3. Attend a minimum of two (2) trainings per year offered by Department's DPHS and/or EPRR or the agency contracted by the Department's DPHS to provide training programs.

1.2.12.1.3. Substance Misuse Prevention Coordination and Continuum of Care Facilitation

1.2.12.1.3.1. Attend community of practice meetings and/or activities.

1.2.12.1.3.2. Work with designated BDAS technical assistance and data and/or evaluation vendors to develop metrics and measures to evaluate outcomes and use the appropriate measures and tools to demonstrate outcomes.

1.2.12.1.3.3. Attend all regularly scheduled RPHN substance misuse meetings.

1.2.12.1.3.4. Attend additional meetings, conference calls and webinars as required by the Department.

1.2.12.1.3.5. SMPC lead staff shall be credentialed within one (1) year of hire as Certified Prevention Specialists to meet competency standards established by the International Certification

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and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board.

1.2.12.1.3.6. SMPC lead staff must attend required training, Substance Abuse Prevention Skills Training (SAPST) and Prevention Ethics.

1.2.12.1.3.7. CoC facilitation lead staff must be familiar with the SPF and RROSC systems development within NH.

1.3. Reporting

1.3.1. The Contractor shall participate in site visits, which includes but is not limited to:

1.3.1.1. Participating in an annual site visit conducted by the Department's DPHS and/or BDAS that includes all funded staff, the contract administrator and financial manager.

1.3.1.2. Participating in site visits and technical assistance specific to a single scope of work.

1.3.1.3. Submitting other information that may be required by federal and state funders during the contract period.

1.3.2. The Contractor shall provide reports for the PHAC that include, but are not limited to, submitting quarterly PHAC progress reports using an online system administered by the Department's DPHS.

1.3.3. The Contractor shall provide reports for SMP that include, but are not limited to:

1.3.3.1. Submitting quarterly SMP Leadership Team meeting agendas and minutes.

1.3.3.2. Ensuring three (3) year plans are current and posted to RPHN website, and that any revisions to plans are approved by the Department's BDAS.

1.3.3.3. Submitting annual work plans and annual logic models with short-, intermediate-, and long-term measures.

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- 1.3.3.4. Inputting data on a monthly basis by the 20th business day of the month to an online database per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures Federal Block Grant. The Contractor shall ensure data includes but is not limited to:
 - 1.3.3.4.1. Number of individuals served or reached.
 - 1.3.3.4.2. Demographics.
 - 1.3.3.4.3. Strategies and activities per IOM by the six (6) activity types.
 - 1.3.3.4.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions.
 - 1.3.3.4.5. Percentage of evidence-based strategies.
- 1.3.3.5. Submitting annual reports.
- 1.3.3.6. Providing additional reports or data as required by the Department.
- 1.3.3.7. Participating and administering the Regional SMP Stakeholder Survey in alternate years.
- 1.3.4. The Contractor shall provide Reports for Continuum of Care that include, but are not limited to:
 - 1.3.4.1. Submitting updates on regional assets and gaps assessments, as required.
 - 1.3.4.2. Submitting updates on regional CoC development plans, as indicated.
 - 1.3.4.3. Submitting quarterly reports, as indicated.
 - 1.3.4.4. Submitting year-end reports, as indicated.
- 1.3.5. The Contractor shall complete a monthly report supplied by the Department that includes, but is not limited to:
 - 1.3.5.1. Type and number of activities conducted.
 - 1.3.5.2. Type and number of Naloxone and Naloxone kits distributed including where, and to whom.
 - 1.3.5.3. Demographics of individuals served including:

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- 1.3.5.3.1. Age
- 1.3.5.3.2. Gender
- 1.3.5.3.3. Race
- 1.3.5.3.4. Ethnicity
- 1.3.5.3.5. Housing status
- 1.3.5.4. Inventory of Naloxone and Naloxone kits.
- 1.3.5.5. Communities (towns and cities) served within the region.
- 1.3.5.6. Barriers to Distribution and Dissemination Plan.
- 1.3.6. The Contractor shall submit the following Public Health Emergency Preparedness information and reports to the Department:
 - 1.3.6.1. Information about COVID-19 activities in the current quarterly PHEP progress reports using an online system administered by DPHS.
 - 1.3.6.2. Documentation for pertinent COVID-19 response activities necessary to complete the MCM Operational Readiness Review (ORR) or self-assessment as scheduled by DHHS.
 - 1.3.6.3. Final After-Action Report(s)/Improvement Plan(s) for any other drill(s) or exercise(s) conducted.
 - 1.3.6.4. Other information that may be required by federal and state funders during the contract period.
- 1.4. Performance Measures
 - 1.4.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:
 - 1.4.1.1. Public Health Advisory Council
 - 1.4.1.1.1. Documented organizational structure for the PHAC, including but not limited to:
 - 1.4.1.1.1.1. Vision or mission statements.
 - 1.4.1.1.1.2. Organizational charts.
 - 1.4.1.1.1.3. Agreements.
 - 1.4.1.1.1.4. Meeting minutes.

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- 1.4.1.1.1.5. Documentation that the PHAC membership represents public health stakeholders and the covered populations.
- 1.4.1.1.1.6. CHIP evaluation plan that demonstrates positive outcomes each year.
- 1.4.1.1.1.7. Publication of an annual report to the community.
- 1.4.1.2. Public Health Emergency Preparedness
 - 1.4.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review, based on prioritized recommendations from the Department.
 - 1.4.1.2.2. Response rate and percentage of staff responding during staff notification, acknowledgement and assembly drills.
 - 1.4.1.2.3. Percentage of requests for activation met by the Multi-Agency Coordinating Entity.
 - 1.4.1.2.4. Percentage of requests for deployment during emergencies met by partnering agencies and volunteers.
- 1.4.1.3. Substance Misuse Primary Prevention Coordination and Continuum of Care Facilitation:
 - 1.4.1.3.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:
 - 1.4.1.3.1.1. Increased leadership within the RPHN to plan, implement, monitor and evaluate progress in meeting goals in the three year strategic plan.

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- 1.4.1.3.1.2. Increased section engagement in understanding local conditions related to substance misuse, planning and carrying out the activities and strategies in the three year strategic plan.
- 1.4.1.3.1.3. Increase linkages and coordination with behavioral and medical health providers to raise awareness and access to prevention, early intervention, treatment and recovery supports and services.
- 1.4.1.3.1.4. Increase in resource allocation within the region to address substance misuse issues.
- 1.4.1.3.1.5. Decrease in the use of alcohol and other drugs in the region as identified in the three year strategic plan.
- 1.4.1.3.1.6. Decrease in the consequences of alcohol and other drugs in the region as identified in the three year strategic plan.
- 1.4.1.3.1.7. As measured by a RPHN Community Mobilization Survey Tool designed by the Department and the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health

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(NSDUH), and other identified data sources.

- 1.4.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 1.4.3. The Department may collect other key data and metrics from Contractor, including client-level demographic, performance, and service data.
- 1.4.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.
- 1.4.5. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.4.6. The Contractor shall conduct meetings with any and all vendors with whom they provide subawards, on at least a quarterly basis. Minutes of these meetings shall be provided to the Department.
- 1.4.7. The Contractor shall provide the Department with all subrecipient monitoring documentation from any and all vendors with whom they provide subawards, after it has been reviewed and approved by the Contractor.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

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3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

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

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 3.3.3.1. Brochures.
- 3.3.3.2. Resource directories.
- 3.3.3.3. Protocols or guidelines.
- 3.3.3.4. Posters.
- 3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

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4. Records

- 4.1. The Contractor shall keep records that include, but are not limited to:
- 4.1.1. Books, records, documents and other electronic or physical 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.
 - 4.1.2. All records must 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.
 - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 86% Federal funds from:
 - 1.1.1. Preventive Health and Health Services Block Grant, as awarded on August 16, 2021, by the Centers for Disease Control and Prevention, CFDA 93.991, FAIN NB01OT009381.
 - 1.1.2. Public Health Emergency Preparedness, as awarded on July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.069, FAIN U90TP922018.
 - 1.1.3. Block Grants for Prevention and Treatment of Substance Abuse, as awarded on May 17, 2021 and February 10, 2022, by the US Department of Health and Human Services, CFDA 93.959, FAIN TI084659 and FAIN TI083955.
 - 1.1.4. Immunization Cooperative Agreements, as awarded on March 29, 2021, March 31, 2021, and July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.268, FAIN NH23IP922595.
 - 1.1.5. National Bioterrorism Hospital Preparedness Program, as awarded on July 1, 2022, by the US Department of Health and Human Services, CFDA 93.889, FAIN U3REP190580.
 - 1.1.6. Opioid STR, as awarded on August 27, 2020, by the US Department of Health and Human Services, CFDA 93.788, FAIN TI83326A.
 - 1.2. 14% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, SFY 23 Budget through Exhibit C-2 SFY 24 Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

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- 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
- 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
- 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
- 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
- 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

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- 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 8.5. 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.

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <i>Manchester Health Department</i> Budget Request for: <i>Regional Public Health Network Services</i> Budget Period: <i>SFY23 (July 1, 2022 to June 30, 2023)</i> Indirect Cost Rate (if applicable): <i>3.00%</i>						
Line Item	COVID Response	Public Health Advisory Council (60% PH 60% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Abuse	Overdose Prevention (code 0/23/23)
1. Salary & Wages	\$18,490	\$18,748	\$150,490	\$4,569	\$0	\$0
2. Fringe Benefits	\$12,566	\$10,587	\$79,995	\$4,195	\$0	\$0
3. Consultants	\$0	\$0	\$0	\$0	\$0	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200</i>	\$15,444	\$0	\$1	\$0	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0	\$1	\$0	\$0	\$0
5.(b) Supplies - Lab	\$1,000	\$0	\$1	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0	\$0	\$0	\$0
5.(d) Supplies - Medical	\$1,000	\$0	\$1	\$0	\$0	\$0
5.(e) Supplies Office	\$500	\$65	\$417	\$416	\$0	\$0
6. Travel	\$1,000	\$0	\$1	\$0	\$0	\$0
7. Software	\$0	\$0	\$0	\$0	\$0	\$0
8.(a) Other - Marketing/Communications	\$500	\$0	\$1	\$0	\$0	\$0
8.(b) Other - Education and Training	\$500	\$0	\$1	\$500	\$0	\$0
8.(c) Other - Other (specify below)						
<i>Other (Expenses for Emergency Communications)</i>			\$1	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0	\$0	\$196,994	\$23,806
Total Direct Costs	\$49,000	\$29,400	\$230,910	\$9,700	\$196,994	\$23,806
Total Indirect Costs	\$1,000	\$800	\$7,141	\$300	\$6,093	\$1,194
Subtotals	\$50,000	\$30,000	\$238,061	\$10,000	\$203,087	\$25,000
TOTAL						\$446,138

Contractor Initials: *[Signature]*
 Date: *10/22/22*

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: Manchester Health Department Budget Request for: Regional Public Health Network Services Budget Period SFY24 (July 1, 2023 to June 30, 2024) Indirect Cost Rate (if applicable) 3.00%						
Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDA's)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Abuse	School Based Vaccination
1. Salary & Wages	\$16,490	\$18,748	\$150,490	\$4,910	\$0	\$0
2. Fringe Benefits	\$12,566	\$10,587	\$78,995	\$4,815	\$0	\$0
3. Consultants	\$0	\$0	\$0	\$0	\$0	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$15,444	\$0	\$1	\$0	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0	\$1	\$0	\$0	\$0
5.(b) Supplies - Lab	\$1,000	\$0	\$1	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0	\$0	\$0	\$0
5.(d) Supplies - Medical	\$1,000	\$0	\$1	\$0	\$0	\$0
5.(e) Supplies Office	\$500	\$0	\$417	\$175	\$0	\$0
6. Travel	\$1,000	\$0	\$1	\$0	\$0	\$0
7. Software	\$0	\$0	\$0	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$500	\$0	\$1	\$0	\$0	\$0
8. (b) Other - Education and Training	\$500	\$665	\$1	\$0	\$0	\$0
8. (c) Other - Other (specify below)						
Other (Expenses for Emergency Communications)		\$0	\$1	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0	\$0	\$196,994	\$0
Total Direct Costs	\$49,000	\$30,000	\$230,910	\$9,700	\$196,994	\$0
Total Indirect Costs	\$1,000	\$0	\$7,140	\$300	\$6,093	\$0
Subtotals	\$50,000	\$30,000	\$238,050	\$10,000	\$203,087	\$0
TOTAL						\$531,137

gfc
6/22/22

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Contractor Name:

6/22/22
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

6/22/22
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor

**New Hampshire Department of Health and Human Services
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 transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/22/22
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

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

Contractor Initials *JK*

Date *6/27/22*



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

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

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

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

Contractor Name:

6/22/22
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor

Exhibit G

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

Contractor Initials JC

Date 6/22/22

New Hampshire Department of Health and Human Services
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.

Contractor Name:

6/22/22
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor

**PLEASE SIGN
& DATE**



New Hampshire Department of Health and Human Services

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 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

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

3/2014

Contractor Initials gfc

Date 6/22/22



New Hampshire Department of Health and Human Services

Exhibit I

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

Business Associate Use and Disclosure of Protected Health Information.

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials gcDate 6/20/22



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials *JA*

Date *01/22/22*



New Hampshire Department of Health and Human Services

Exhibit I

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

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

 The State
 Represented by:
Patricia M. Tilley
 Signature of Authorized Representative
 Patricia M. Tilley
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 6/24/2022
 Date

City of Manchester Health Department
 Name of the Contractor
Joyce Craig
 Signature of Authorized Representative.
 Joyce Craig
 Name of Authorized Representative
 Mayor
 Title of Authorized Representative
 6/22/22
 Date



New Hampshire Department of Health and Human Services
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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

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

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

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

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

Contractor Name:

6/22/22
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor

Contractor Initials JC
Date 6/22/22



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your organization is: 790913636

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

NO YES

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

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

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

NO YES

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

OC
9/23/22

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 June 21, 2022

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

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

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

- 3. The foregoing action on has not been amended or revoked and remains in full force and effect as of June 21, 2022, 2022
- 4. Joyce Craig (is/are) the duly elected Mayor of the City of Manchester.

[Handwritten Signature]
(Signature of the Clerk of the Municipality)

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 22 day of June, 2022 by ToAnn Faruolo
(Name of Person Signing Above)

(NOTARY SEAL)

[Handwritten Signature]
(Name of Notary Public)

Title: Notary Public/Justice of the Peace
Commission Expires: LISA M. MCCARTHY
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
June 24, 2025



Kevin J. O'Neil
Risk Manager

CITY OF MANCHESTER
Office of Risk Management
CERTIFICATE OF COVERAGE

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Allison Goodwin, Contract Specialist
Bureau of Contract & Procurements
129 Pleasant Street
Concord, NH 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	325
	Each Occurrence	1000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
WORKER'S COMPENSATION	Statutory Limits	

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

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD

For the Regional Public Health Network Services Grant period: July 1, 2022 through June 30, 2024.

Issued the 23rd day of May, 2022.

Kevin J. O'Neil
Kevin J. O'Neil Risk Manager

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

E-Mail: koneil@manchesternh.gov • Website: www.manchesternh.gov

Subject: Regional Public Health Network Services (RFA-2023-DPHS-02-REGIO-01)

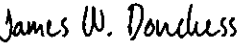

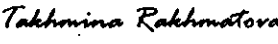
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name City of Nashua		1.4 Contractor Address 18 Mulberry Street, Nashua, NH 03060	
1.5 Contractor Phone Number (603) 589-4500	1.6 Account Number See Attached	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$1,031,630
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/17/2022		1.12 Name and Title of Contractor Signatory James W. Donchess Mayor	
1.13 State Agency Signature DocuSigned by:  Date: 6/21/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 6/23/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Regional Public Health Network Account Numbers

05-95-90-901010-8011

05-95-90-903510-1114

05-95-92-920510-3380

05-95-90-902510-5178

05-95-90-902510-1956

05-95-90-903510-1113

05-95-90-902510-2495

05-95-92-920510-1981

05-95-92-920510-7040

05-95-90-901010-5771

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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

1.1. The Contractor shall serve as a lead organization to host Regional Public Health Network (RPHN) services to deliver a broad range of public health services within the Greater Nashua region, for the following programs within the Department of Health and Human Services (Department), Division of Public Health Services:

- 1.1.1. Substance Misuse Prevention.
- 1.1.2. Continuum of Care Facilitation.
- 1.1.3. Overdose Prevention Response.
- 1.1.4. Health Disparities Community Health Worker.
- 1.1.5. Public Health Advisory Council.
- 1.1.6. Public Health Emergency Preparedness.
- 1.1.7. School Based Vaccination Clinics.

1.2. The Contractor shall ensure that NH communities within this public health region are covered by initiatives to protect and improve the health of the public. The Contractor shall provide services which include, but are not limited to:

- 1.2.1. Sustaining a regional Public Health Advisory Council (PHAC).
- 1.2.2. Overseeing RPHN staff to ensure they meet the core competencies of Public Health professionals.
- 1.2.3. Facilitating the implementation of evidence-based multidisciplinary substance misuse and prevention activities through Continuum of Care (CoC), ranging from population-level strategies to targeted interventions aimed at high-risk individuals.
- 1.2.4. Planning for, and responding to, public health incidents and emergencies.
- 1.2.5. Contract administration and leadership.

Public Health services include:

1.2.6. Substance Misuse Prevention

1.2.6.1. The Contractor shall provide leadership and coordination to impact substance misuse prevention and related health promotion activities by implementing, promoting, and advancing evidence-based primary prevention approaches, programs, policies, and services. The Contractor shall:

- 1.2.6.1.1. Implement the strategic prevention model, in accordance with the Substance Abuse^{DS} and

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- Mental Health Services Administration (SAMHSA) Strategic Prevention Framework that includes assessment, capacity development, planning, implementation, and evaluation.
- 1.2.6.1.2. Utilize a public health approach to prevent and reduce substance misuse risk factors and strengthen protective factors known to influence behaviors. Regional data driven primary prevention approaches must be consistent with the Center for Substance Abuse Prevention (CSAP) categories but do not need to include all CSAP categories.
 - 1.2.6.1.3. Support and advance the implementation of evidenced-informed approaches, programs, policies, and services within the RPHN region through community engagement and mobilization.
 - 1.2.6.1.4. Advance, promote, and implement substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective, and indicated prevention by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families, and communities.
 - 1.2.6.1.5. Comply with the Federal Substance Abuse Block Grant requirements for substance misuse primary prevention strategies, collection, and reporting of data as outlined in the Federal Regulatory Requirements for SAMHSA 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.
 - 1.2.6.1.6. Ensure substance misuse prevention is represented at PHAC meetings, and with a bi-directional exchange of information, to advance efforts of substance misuse prevention initiatives.

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- 1.2.6.1.7. Assist as directed by the Department's Bureau of Drug and Alcohol Services (BDAS), with the Federal Block Grant Comprehensive Synar activities that include, but are not limited to, merchant and community education efforts; youth involvement; and policy and advocacy efforts.
- 1.2.6.1.8. Ensure Substance Misuse Prevention Coordination and CoC Facilitation will:
 - 1.2.6.1.8.1. Guided by the SPF and Assets and Gaps Analysis, maintain, revise, and publicly promote a data driven regional substance misuse prevention and CoC outcomes based three (3) year strategic plan that aligns with the State Health Improvement Plan (SHIP), Community Health Improvement Plan (CHIP), and Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan.
 - 1.2.6.1.8.2. Develop annual work plans for Department approval that guides actions and includes outcome-based performance measures and in alignment with the three (3) year strategic plan. Based on changing and emerging local conditions adapt work plans as necessary with approval by the Department.
 - 1.2.6.1.8.3. Report progress with the work plan and three (3) year strategic plan including outcomes in a Department approved database.
 - 1.2.6.1.8.4. Maintain a substance misuse leadership team consisting of regional representatives with a special expertise in substance misuse prevention, ^{DS}early



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intervention, treatment and recovery who can help guide and assist with awareness and advance substance misuse efforts in the region.

1.2.6.1.8.5. Produce and disseminate an annual report that demonstrates successes, challenges, outcomes from the previous year and projected goals for the following year.

1.2.6.1.8.6. Participate in RPHN Substance Misuse meetings as directed by BDAS.

1.2.7. Continuum of Care (CoC) Facilitation

1.2.7.1. The Contractor shall provide leadership and/or support for activities that assist in the facilitation of development of a robust and coordinated CoC for prevention, early intervention, treatment and recovery, utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC). The Contractor shall:

1.2.7.1.1. Engage regional partners in conducting a regional asset and gap analysis; and ongoing update of regional assets and gaps. The Contractor shall ensure regional partners include, but are not limited to:

1.2.7.1.1.1. Prevention, Early Intervention, Treatment, Recovery and Support Services providers.

1.2.7.1.1.2. Primary health care providers.

1.2.7.1.1.3. Behavioral health care providers.

1.2.7.1.1.4. Other interested and/or affected parties.

1.2.7.1.2. Facilitate and/or provide support for initiatives that result in:

1.2.7.1.2.1. Increased awareness of and access to services.

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- 1.2.7.1.2.2. Increased communication and collaboration among providers.
- 1.2.7.1.2.3. Increased capacity and delivery of services.
- 1.2.7.1.2.4. Demonstrate progress toward priorities and actions identified in the regional CoC development plan.
- 1.2.7.1.2.5. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work including, but not limited to, The Doorway.
- 1.2.7.1.2.6. Work with statewide and other initiatives to disseminate resource guides and other service access information to places where people are likely to seek assistance including, but not limited to:
 - 1.2.7.1.2.6.1. Health service providers.
 - 1.2.7.1.2.6.2. Public and charter schools and institutes of higher education.
 - 1.2.7.1.2.6.3. Police and fire stations.
 - 1.2.7.1.2.6.4. Municipal government buildings.
 - 1.2.7.1.2.6.5. Businesses in every community of the region.
- 1.2.7.1.3. Engage regional stakeholders to assist with information dissemination.

1.2.8. Overdose Prevention Response

1.2.8.1. The Contractor shall conduct a three (3) year initiative to

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disseminate and distribute overdose prevention education resources, Naloxone, and Naloxone kits to reach high-need, high-risk populations within the RHPN. The Department shall provide guidance

1.2.8.1.1. Conduct a needs assessment to inform response efforts that include, but is not limited to:

1.2.8.1.1.1. Gathering existing regional and local level data related to alcohol and other drug overdoses.

1.2.8.1.1.2. Collaborating with the Department to obtain State level data sources related to alcohol and other drug overdoses.

1.2.8.1.1.3. Working with regional and local stakeholders to identify high-need, high-risk populations. Stakeholders include, but are not limited to:

1.2.8.1.1.3.1. Doorways

1.2.8.1.1.3.2. Recovery care organizations

1.2.8.1.1.3.3. Treatment providers

1.2.8.1.1.3.4. Law enforcement

1.2.8.1.1.3.5. Hospitals

1.2.8.1.1.4. Utilize the data from the assessment to develop a community map that identifies community assets and resources of the partner agencies across the continuum of care, and distribute and disseminate resources.

1.2.8.1.2. Coordinate with regional and local partners and stakeholders to reach high-need, high-risk populations for distribution and dissemination

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of prevention overdose materials and products.

1.2.8.2. The Contractor shall participate in Department trainings and meetings, as requested.

1.2.9. Health Disparities Community Health Worker

1.2.9.1. The Contractor shall provide a health disparities Community Health Worker (CHW) to support culturally and linguistically appropriate COVID-19 and other Social Determinants of Health (SDOH) related services.

1.2.9.2. The Contractor shall submit CHW-related documentation to the Department within 30 days of Agreement effective date, which shall include, but is not limited to:

1.2.9.2.1. Staff recruitment plan.

1.2.9.2.2. Training procedures.

1.2.9.2.3. Onboarding plan.

1.2.9.3. The Contractor shall ensure the CHW provides COVID-19 support services, including, but not limited to:

1.2.9.3.1. Connecting community members to culturally and linguistically competent COVID-19 testing in hyper-local community testing sites.

1.2.9.3.2. Assisting with contact tracing, when required.

1.2.9.3.3. Cultural mediation among individuals, communities, and health and social service systems.

1.2.9.3.4. Culturally appropriate health education and information.

1.2.9.3.5. Care coordination, case management, and system navigation.

1.2.9.3.6. Coaching and social support by advocating for individuals and communities.

1.2.9.3.7. Direct services to clients with COVID-19 and their family or household members affected by COVID-19, which include, but are not limited to facilitating:

1.2.9.3.7.1. Access to COVID-19 testing within five (5) days of encounter

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- between the CHW and the client.
- 1.2.9.3.7.2. Access to the influenza vaccine within 14 days of encounter between the CHW and the client.
- 1.2.9.3.7.3. Access to the COVID-19 vaccine within 14 days of encounter between the CHW and the client.
- 1.2.9.3.8. Accommodating communication access needs of individuals served through use of qualified interpreters and translated materials.
- 1.2.9.3.9. Providing and distributing educational information about COVID-19 vaccinations and general Department guidance for individual mitigation.
- 1.2.9.4. The Contractor shall ensure the CHW provides SDOH related services, which include, but are not limited to:
 - 1.2.9.4.1. Creating connections between vulnerable populations and healthcare providers by providing the following services to vulnerable populations, which include, but are not limited to:
 - 1.2.9.4.1.1. Providing appropriate care coordination, case management, and connections to patient and family identified community and social services and referrals.
 - 1.2.9.4.1.2. Assisting with maintaining and/or applying for social services within their community.
 - 1.2.9.4.1.3. Identifying and helping to mitigate barriers in health care access such as transportation, language, and childcare.
 - 1.2.9.4.1.4. Assisting vulnerable populations with navigating the healthcare system.



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- 1.2.9.4.1.5. Determining eligibility and enrolling vulnerable populations in health insurance plans.
- 1.2.9.4.1.6. Providing culturally appropriate health education on topics related to COVID-19, chronic disease prevention, physical activity, and nutrition.
- 1.2.9.4.1.7. Providing informal counseling, health screenings, and referrals.
- 1.2.9.4.1.8. Connecting clients with community-based agencies through closed loop and/or warm hand-off referrals for supports that include, but are not limited to:
 - 1.2.9.4.1.8.1. Food insecurity supports.
 - 1.2.9.4.1.8.2. Mental health supports.
 - 1.2.9.4.1.8.3. Health care referrals.
 - 1.2.9.4.1.8.4. Substance use disorder supports.
 - 1.2.9.4.1.8.5. Educational supports and services.
 - 1.2.9.4.1.8.6. Financial literacy.
 - 1.2.9.4.1.8.7. Budgeting supports.
 - 1.2.9.4.1.8.8. COVID-19 testing, vaccination, and/or immunization resources.

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- 1.2.9.4.1.8.9. Social Isolation supports.
- 1.2.9.4.2. Increasing cultural competence among healthcare providers serving vulnerable populations by providing services that include, but are not limited to:
 - 1.2.9.4.2.1. Educating healthcare providers and stakeholders about community health needs.
 - 1.2.9.4.2.2. Managing care and care transitions for vulnerable populations.
 - 1.2.9.4.2.3. Advocating for vulnerable populations or communities to receive services and resources to address health needs.
 - 1.2.9.4.2.4. Collecting data and relaying information to stakeholders to inform programs and policies.
 - 1.2.9.4.2.5. Building community capacity to address health issues.
 - 1.2.9.4.2.6. Ensuring cultural mediation among vulnerable populations, communities, and health and social service systems serving vulnerable populations.
- 1.2.9.4.3. Completing data tracking system forms to document the care coordination and case management of the patient and family.
- 1.2.9.5. The Contractor shall ensure the CHW documents encounters within the Contractor's data tracking system, upon obtaining the appropriate consent, to identify services, assist in navigating the healthcare system and support data quality. The CHW shall obtain the following data, which includes but is not limited to:
 - 1.2.9.5.1. Race.
 - 1.2.9.5.2. Ethnicity.
 - 1.2.9.5.3. Language.

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- 1.2.9.5.4. Household income.
- 1.2.9.5.5. Marital status.
- 1.2.9.5.6. Age of parents.
- 1.2.9.5.7. Sexual orientation and/or gender identity.
- 1.2.9.5.8. Street address.
- 1.2.9.5.9. Town.
- 1.2.9.5.10. County.
- 1.2.9.5.11. Zip Code.
- 1.2.9.5.12. State.
- 1.2.9.5.13. Number of incarcerated parents (if applicable).
- 1.2.9.5.14. Phone number and/or email address.
- 1.2.9.5.15. Status of receiving benefits, if applicable, including, but not limited to:
 - 1.2.9.5.15.1. Supplemental Nutrition Assistance Program (SNAP).
 - 1.2.9.5.15.2. Child Care.
 - 1.2.9.5.15.3. Medicaid.
 - 1.2.9.5.15.4. Social Security.
 - 1.2.9.5.15.5. Temporary Assistance for Needy Families (TANF).
 - 1.2.9.5.15.6. Women, Infants, and Children (WIC) program.

1.2.9.6. The Contractor shall ensure the CHW participates in at least one (1) professional development activity per year related to culturally and linguistically appropriate services and organizational cultural effectiveness.

1.2.9.7. The Contractor shall ensure the CHW participates in CHW trainings and NH CHW Coalition meetings and conferences, as directed by the Department.

1.2.10. Public Health Advisory Council

1.2.10.1. The Contractor shall coordinate and facilitate the regional PHAC to provide a PHAC leadership team and direction to public health activities within the assigned region. The Contractor shall:



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- 1.2.10.1.1. Maintain a set of operating guidelines or by-laws for the PHAC;
- 1.2.10.1.2. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team, with the authority to:
 - 1.2.10.1.2.1. Approve regional health priorities and implement high-level goals and strategies.
 - 1.2.10.1.2.2. Address emergent public health issues, as identified by regional partners and the Department, and mobilize key regional stakeholders to address the issues.
 - 1.2.10.1.2.3. Form committees and workgroups to address specific strategies and public health topics.
 - 1.2.10.1.2.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.
 - 1.2.10.1.2.5. Make recommendations within the public health region and to the Department regarding funding and priorities for service delivery based on needs assessments and data collection.
 - 1.2.10.1.2.6. Attend Department-sponsored PHAC coordinating meetings as directed by the Department.
- 1.2.10.1.3. Conduct, at minimum, biannual meetings of the PHAC.
- 1.2.10.1.4. Ensure the PHAC leadership team meets at least quarterly in order to:
 - 1.2.10.1.4.1. Ensure meeting minutes are available to the public upon request.

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- 1.2.10.1.4.2. Develop a conflict of interest statement and ensure all leadership team members sign a statement.
- 1.2.10.1.5. Develop annual action plans for the services in this RFA, as advised by the PHAC.
- 1.2.10.1.6. Coordinate with the Department to collect, analyze, and disseminate data relative to the health status of the region; educate network partners about on-line and other sources of data; and participate in community health assessments.
- 1.2.10.1.7. Maintain a CHIP that is aligned with the SHIP; and informed by other health improvement plans developed by community partners. The CHIP must inform the plans of Substance Misuse Primary prevention coordination (SMPC), CoC facilitation, and Public Health Emergency Preparedness (PHEP) scopes of work to achieve complimentary and shared public health outcomes.
- 1.2.10.1.8. Provide leadership through guidance, technical assistance, and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.
- 1.2.10.1.9. Publish an annual report capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities, and distribute the annual report to the community
- 1.2.10.1.10. Maintain a website that provides information to the public and agency partners, which includes but is not limited to, information on the PHAC, CHIP, SMPC, CoC facilitation, and PHEP programs.
- 1.2.10.1.11. Advance the work of RPHNs by conducting a minimum of four (4) educational and training programs annually to RPHN partners and others.
- 1.2.10.1.12. Educate partners and stakeholder groups, including elected officials, on the PHAC

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1.2.10.1.13. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

1.2.11. Public Health Emergency Preparedness

1.2.11.1. The Contractor shall provide leadership and coordination to improve regional public health emergency response plans and the capacity for partner organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies. The Contractor shall:

1.2.11.1.1. Ensure all activities are directed toward meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (October 2018) and subsequent editions.

1.2.11.1.2. Coordinate and convene, at minimum, quarterly regional PHEP planning committee and/or workgroup to:

1.2.11.1.2.1. Improve regional emergency response plans.

1.2.11.1.2.2. Improve the capacity for partner entities to mitigate, prepare for, respond to and recover from public health emergencies.

1.2.11.1.2.3. Convene, at minimum, quarterly meetings of the regional PHEP committee and/or workgroup.

1.2.11.1.2.4. Ensure and document committee and/or workgroup review and concurrence with revision to the Regional Public Health Emergency Annex (RPHEA), annually.

1.2.11.1.3. Maintain a three (3) year Training and Exercise Program that, at a minimum, includes all drill and exercises required under the Strategic National Stockpile (SNS) and other requirements issued by the CDC.



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- 1.2.11.1.4. Develop statements of the mission and goals for the regional PHEP initiative including the workgroup.
- 1.2.11.1.5. Submit an annual work plan based on a template provided by the Department.
- 1.2.11.1.6. Sponsor, and organize the logistics for, a minimum of two (2) trainings annually for regional partners.
- 1.2.11.1.7. Collaborate with the Department's Division of Public Health Services (DPHS), the Community Health Institute, NH Fire Academy, Granite State Health Care Coalition, and other training providers to implement training programs.
- 1.2.11.1.8. Revise the RPHEA based on guidance from the Department. The Contractor shall:
 - 1.2.11.1.8.1. Upload the RPHEA with all appendices, attachments, and other supporting materials to a web-based document-sharing site identified by the Department.
 - 1.2.11.1.8.2. Develop new appendices based on priorities identified by the Department using templates provided by the Department.
 - 1.2.11.1.8.3. Disseminate, educate, and train partners on the RPHEA to ensure a coordinated response to emergencies.
 - 1.2.11.1.8.4. Participate in workgroups to develop or revise components of the RPHEA convened by the Department or the agency contracted to provide training and technical assistance to RPHNs.
- 1.2.11.1.9. Understand the hazards and social conditions that increase vulnerability within the public

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

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health region including, but not limited to, SDOH factors. The Contractor shall:

- 1.2.11.1.9.1. Implement strategies and activities in response to priorities established during the jurisdictional risk assessment conducted during SFY 2019.
- 1.2.11.1.9.2. Participate, as requested, in risk and/or vulnerability assessments conducted by hospital-based health care systems, municipalities, entities serving individuals with functional needs, and other public health, health care, behavioral health and environmental health entities.
- 1.2.11.1.10. Strengthen community partnerships to support public health preparedness and implement strategies to strengthen community resilience with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning for and response to a public health incident or emergency.
- 1.2.11.1.11. Ensure capacity to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
- 1.2.11.1.12. Identify and, as needed, train individuals to coordinate and disseminate information to the public during an incident or emergency.
- 1.2.11.1.13. Disseminate Health Alert Network messages and other warnings issued by State or local authorities on a routine basis and during an incident or emergency.
- 1.2.11.1.14. Maintain the capacity to utilize Web Based Emergency Operations Center (WebEOC), the State's emergency management platform, during incidents or emergencies.

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- 1.2.11.1.15. Provide training as needed to individuals to participate in emergency management using WebEOC.
- 1.2.11.1.16. Maintain the capacity to support mass fatality management activities implemented by State officials during emergencies.
- 1.2.11.1.17. Maintain the capacity to coordinate public health and supportive health care services in emergency shelters through collaboration with municipal officials.
- 1.2.11.1.18. Implement activities that support the CDC's Operational Readiness Review (ORR) program in accordance with current requirements and guidance. Coordinate with the Department's SNS Coordinator to identify appropriate actions and priorities that include, but are not limited to:
 - 1.2.11.1.18.1. Semi-annual submission of Medical Countermeasures Technical Assistance Action Plans.
 - 1.2.11.1.18.2. Annual submission of either ORR or self-assessment documentation.
 - 1.2.11.1.18.3. ORR site visit as scheduled by the CDC and the Department.
 - 1.2.11.1.18.4. Completion of relevant drills/exercises and supporting documents to meet annual CDC exercise requirements.
- 1.2.11.1.19. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies by:
 - 1.2.11.1.19.1. Executing agreements with agencies to store, inventory, and rotate these supplies prior to purchasing new supplies or equipment.
 - 1.2.11.1.19.2. Uploading, at least annually, a complete inventory to a Health 

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Information Management System (HIMS) identified by the Department.

- 1.2.11.1.20. Recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health-care sector. The Contractor shall:
 - 1.2.11.1.20.1. Maintain proficiency in the volunteer management system supported by the Department.
 - 1.2.11.1.20.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy volunteers during an incident or emergency.
 - 1.2.11.1.20.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.
 - 1.2.11.1.20.4. Conduct quarterly notification drills of volunteers.
- 1.2.11.1.21. Participate, as requested by the Department, in drills and exercises conducted by other regional entities as appropriate; and participate in statewide drills and exercises as appropriate and as funding allows.
- 1.2.11.1.22. Participate, as requested by the Department, in a statewide healthcare coalition directed toward meeting the national standards described in the 2017-2022 Health Care Preparedness and Response Capabilities guidance published by the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response.
- 1.2.11.1.23. Plan and implement targeted vaccination clinics, as requested by the Department, ensuring clinics take place at locations where individuals at-risk for vaccine preventable

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disease can be accessed, according to guidance issued by the Department.

1.2.12. Public Health Emergency Preparedness: COVID-19 Response

1.2.12.1. Emergency Operations

1.2.12.1.1. The Contractor shall enact emergency operations across the RPHN for COVID-19 efforts by:

1.2.12.1.1.1. Activating the region's Multi-Agency Coordination Entity (MACE) at a level appropriate to meet the needs of the response.

1.2.12.1.1.2. Staffing the MACE with the numbers and skills necessary to support the response and ensure worker safety.

1.2.12.1.1.3. Assessing the region's public health and healthcare system training needs.

1.2.12.1.1.4. Providing training designed to improve the region's public health and healthcare system response.

1.2.12.1.1.5. Ensuring plans and region's response actions incorporate the latest DPHS guidance and direction.

1.2.12.2. Responder Safety and Health

1.2.12.2.1. The Contractor shall ensure the health and safety of the public health response in the RPHN, including but not limited to:

1.2.12.2.1.1. Implementing staff resiliency programs, information, and referrals to responder mental health support.

1.2.12.2.1.2. Determining responder safety and health gaps and implementing corrective actions.



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1.2.12.2.1.3. Documenting and tracking the RPHN's personal protective equipment inventory.

1.2.12.3. Identification of Vulnerable Populations

1.2.12.3.1. The Contractor shall identify and implement mitigation strategies for populations at risk for morbidity, mortality, and other adverse outcomes.

1.2.12.3.2. The Contractor shall coordinate with governmental and nongovernmental programs that can be leveraged to provide health and human services and disseminate information to connect the public with available services.

1.2.12.4. Information Sharing and Public Information

1.2.12.4.1. The Contractor shall ensure information regarding the COVID-19 efforts are provided to the public, including, but not limited to:

1.2.12.4.1.1. Disseminating information, alerts, warnings, and notifications regarding risks and self-protective measures to the public, particularly with at-risk and vulnerable populations and public health responders.

1.2.12.4.1.2. Monitoring local news stories and social media postings to determine if information is accurate, identify messaging gaps, and coordinate with DHHS to adjust communications as needed.

1.2.12.4.1.3. Coordinating communication messages, products, and programs with DHHS, key partners and stakeholders, to harmonize response messaging.

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1.2.12.5. Distribution and Use of Medical Materials

1.2.12.5.1. The Contractor shall ensure capacity for a mass vaccination campaign, including:

1.2.12.5.1.1. Maintaining ability for vaccine-specific Cold Chain management.

1.2.12.5.1.2. Coordinating targeted and mass vaccination clinics for emergency response.

1.2.12.5.1.3. Rapidly identifying high-risk persons requiring vaccine.

1.2.12.5.1.4. Planning and prioritizing limited medical countermeasures (MCM) based on guidance from the CDC and the Department.

1.2.12.5.1.5. Ensuring capacity for distribution of MCM and supplies.

1.2.12.5.1.6. Coordinating with the Department to create agreements with health care entities, as identified by the Department, to coordinate distribution and tracking of vaccinations.

1.2.12.5.2. The Contractor shall plan and conduct mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with all policies and procedures put forth by the Department.

1.2.12.5.3. The Contractor will utilize the Department's loaned assets to expand upon their personnel's ability to utilize the CDC's electronic Vaccine Administration Management System (VAMS), the Department's New Hampshire Immunization Information System (NHIIS) or another system as designated by the Department to input

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vaccine data. The Contractor agrees to the following terms regarding the use of loaned assets:

- 1.2.12.5.3.1. As applicable and subject to the terms and conditions of this Agreement, the Department may provide the user with assets. This is a non-transferable right for the user to use the assets. The type of asset and quantity deployed will be determined jointly by the Contractor and the Department. An asset inventory reflecting the deployed assets will be managed by the Department with input and validation by the Contractor and will be updated as needed for asset management.
- 1.2.12.5.3.2. As applicable, the Contractor agrees to use and operate the assets only in conjunction with the appropriate business use, as determined by the Department, unless otherwise agreed upon by mutual written consent.
- 1.2.12.5.3.3. As applicable, the Contractor acknowledges the assets will be provided with Windows 10 Professional (OEM version) and Microsoft Office software and it is the responsibility of the Contractor to purchase, install, and maintain all additional software required. In accordance with Exhibit K (Information Security Requirements), the Contractor further acknowledges responsibility for maintaining


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security standards including but not limited to antivirus software, patching and software updates.

1.2.12.5.3.4. As applicable, the Contractor acknowledges the Department's Security Office and NH DoIT will not provide technical assistance or IT support in association with the use of the assets; however, VAMS and NHIIS User Support may be provided by the Department's Immunization Program.

1.2.12.5.3.5. As applicable, the Contractor understands and agrees that the Department retains ownership of the loaned assets, and further agrees to return the assets to the Department in good working condition when no longer needed for the identified business need or within thirty (30) days of contract termination, inclusive of any amendments to extend the contract term.

1.2.12.5.3.6. As applicable, prior to returning laptop, iPads, and/or other mobile or storage devices to the Department, the Contractor agrees to sanitize all data from said devices. The User agrees to cleanse all data using the Purge technique unless Purge cannot be applied due to the firmware involved. For National Institute of Standards and Technology (NIST) Media Sanitization Guides refer to the 

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Special Publication 800-88
Rev.1, or later for guidelines at
<https://csrc.nist.gov/publications/sp800>.

1.2.12.6. Surge Staffing

- 1.2.12.6.1. The Contractor shall activate mechanisms for surging public health responder staff.
- 1.2.12.6.2. The Contractor shall recruit, enroll, activate, train, and deploy volunteers, including but not limited to:
 - 1.2.12.6.2.1. Medical Reserve Corps (MRC).
 - 1.2.12.6.2.2. Citizens Emergency Response Teams (CERT).
 - 1.2.12.6.2.3. Public Health Coordination with Healthcare Systems.
- 1.2.12.6.3. The Contractor shall coordinate with the Granite State Healthcare Coalition, its member agencies, and other health care organizations, emergency management, and other relevant partners and stakeholders to assess the public health and medical surge needs of the community.
- 1.2.12.6.4. The Contractor shall participate in the activation of Alternative Care Sites as requested by the sponsoring hospital(s) and/or at the Department's direction.

1.2.12.7. Biosurveillance

- 1.2.12.7.1. The Contractor shall conduct surveillance and case identification, as needed and as requested by the Department, including, but not limited to:
 - 1.2.12.7.1.1. Public health epidemiological investigation activities such as contact follow-up.
 - 1.2.12.7.1.2. Assessing risk of travelers and other persons with potential COVID-19 exposures.

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- 1.2.12.7.1.3. Enhancing surveillance systems to provide case-based and aggregate epidemiological data.
- 1.2.12.7.1.4. Ensuring data management systems are in place and meet the needs of the jurisdiction.
- 1.2.12.7.1.5. Ensuring efficient and timely data collection.
- 1.2.12.7.1.6. Ensuring ability to rapidly exchange data with public health partners and other relevant partners.

1.2.12.8. Vaccine Preventable Disease Prevention

- 1.2.12.8.1. The Contractor shall coordinate with local community-based agencies for the administration of vaccines supplied by the New Hampshire Immunization Program (NHIP) to New Hampshire residents as directed by the Department. The Contractor shall:
 - 1.2.12.8.1.1. Make copies of standing orders, emergency interventions/protocols and instructions on Vaccine Adverse Event Reporting System (VAERS) reporting available at all clinics.
 - 1.2.12.8.1.2. Recruit, train, and retain qualified medical and non-medical volunteers to help operate the clinics.
 - 1.2.12.8.1.3. Procure necessary supplies to conduct vaccine clinics, including, but not limited to, emergency management medications, equipment, and needles.

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- 1.2.12.8.2. The Contractor shall ensure proper vaccine storage, handling and management. The Contractor shall:
- 1.2.12.8.2.1. Annually submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP to ensure that all listed requirements are met.
 - 1.2.12.8.2.2. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.
 - 1.2.12.8.2.3. Record temperatures twice daily (AM and PM), during normal business hours, for the primary refrigerator; and hourly when the vaccine is stored outside of the primary refrigerator unit.
 - 1.2.12.8.2.4. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.
 - 1.2.12.8.2.5. Utilize a temperature data logger for all vaccine monitoring, including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.
 - 1.2.12.8.2.6. Submit a monthly temperature log to the NHIP for the primary refrigerator storage.
 - 1.2.12.8.2.7. Track each vaccine dose provided by NHIP.
 - 1.2.12.8.2.8. Perform the following actions if a temperature excursion or adverse event occurs:

- 1.2.12.8.2.8.1. Immediately quarantine

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the vaccine in a temperature appropriate setting, separating it from other vaccines and labeling it "DO NOT USE".

1.2.12.8.2.8.2. Immediately contact the manufacturer to explain the event duration and temperature information to determine if the vaccine is still viable.

1.2.12.8.2.8.3. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion by contacting the NHIP and faxing incident forms.

1.2.12.8.2.8.4. Submit a Cold Chain Incident Report along with a Data Logger report

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to NHIP
within 24
hours of
temperature
excursion
occurrence.

1.2.12.8.3. Within 24 hours of the completion of every clinic:

1.2.12.8.3.1. Update the State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.

1.2.12.8.3.2. Ensure that doses administered in the inventory system match the clinical documentation of doses administered.

1.2.12.8.3.3. Submit the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.

1.2.12.8.3.4. Submit the following totals to NHIP outside of the vaccine ordering system:

1.2.12.8.3.4.1. Total number of individuals vaccinated by age ranges, vaccine formulation and other demographic indicators as determined by the Department.

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1.2.12.8.3.4.2. Total number of vaccines wasted.

1.2.12.8.3.5. The Contractor, in coordination with participating agencies, shall complete an annual year-end self-evaluation and improvement plan that includes, but is not limited to, the following:

1.2.12.8.3.5.1. Strategies that worked well in the areas of communication, logistics, or planning.

1.2.12.8.3.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvements.

1.2.12.8.3.5.3. Future strategies and plans for increasing the number of vaccinated individuals.

1.2.12.8.3.5.4. Suggestions on how state level resources may aid increasing the number

number


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of vaccinated
individuals

1.2.12.8.3.6. The Contractor shall, when medical direction is unable to be obtained, develop and submit a regional vaccine promotion plan, including a budget and strategies to measure the impact of the promotional activities for their region, to the Department for approval.

1.2.12.9. COVID-19 Vaccinations

1.2.12.9.1. The Contractor shall reduce access barriers to the COVID-19 vaccination for vulnerable populations (or "target populations"), including, but not limited to:

1.2.12.9.1.1. Racial minority populations.

1.2.12.9.1.2. Ethnic minority populations.

1.2.12.9.1.3. Individuals experiencing homelessness.

1.2.12.9.1.4. Individuals experiencing housing instability.

1.2.12.9.1.5. Rural communities.

1.2.12.9.2. The Contractor may assist the Department and/or partners in planning and conducting mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department, and in accordance with policies.

1.2.12.9.3. The Contractor shall develop and implement engagement strategies to promote the COVID-19 vaccination and increase vaccine confidence through education, outreach, and partnerships in the target populations. The Contractor shall:

1.2.12.9.3.1. Identify community liaison collaborators to increase the knowledge of COVID-19

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vaccinations among the target populations. Community liaison collaborators shall include, but are not limited to:

- 1.2.12.9.3.2. Federally Qualified Health Centers.
- 1.2.12.9.3.3. Community Mental Health Centers.
- 1.2.12.9.3.4. Community-based Organizations.
- 1.2.12.9.3.5. City Health Departments.
- 1.2.12.9.3.6. Faith-based Organizations.
- 1.2.12.9.3.7. Local barbers and hairdressers.
- 1.2.12.9.3.8. Community Colleges.
- 1.2.12.9.3.9. Schools.
- 1.2.12.9.4. Conduct outreach to populations including, but not limited to, those who:
 - 1.2.12.9.4.1. Experience disproportionately high rates of COVID-19 and related deaths.
 - 1.2.12.9.4.2. Have high rates of underlying health conditions that place them at greater risk for severe COVID-19 as determined by the CDC.
 - 1.2.12.9.4.3. Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical barriers, transportation barriers, and health system barriers.
 - 1.2.12.9.4.4. Are likely to have low acceptance of, or confidence in, COVID-19 vaccines.
 - 1.2.12.9.4.5. Have a history of mistrust in health authorities or the medical establishment

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- 1.2.12.9.4.6. Are not well-known to health authorities or have not traditionally been the focus of immunization programs.
- 1.2.12.9.5. Reduce barriers to receipt of vaccination services, including, but not limited to, providing translation services for individuals who need assistance with Vaccination and Immunization Network Interface (VINI) or other State immunization registry systems.
- 1.2.12.9.6. Conduct outreach to assess individuals' readiness to receive a vaccination.
- 1.2.12.9.7. Have a medical professional available to provide counseling to individuals experiencing vaccine hesitancy.
- 1.2.12.9.8. Increase COVID-19 vaccine confidence among the populations listed above by developing and distributing messaging in multiple languages on any printed, audio, video, social media and/or other mediums used.
- 1.2.12.9.9. Participate in meetings with the Department, as requested by the Department.
- 1.2.12.9.10. Attend NHIP trainings.
- 1.2.12.9.11. Attend NH Public Health Association and other stakeholder immunization meetings/conferences.
- 1.2.12.9.12. Share information with the target populations regarding Department and other health organizations training and technical assistance opportunities.
- 1.2.12.10. The Contractor shall procure resources, equipment, and/or supplies as needed to establish and operate vaccine clinics, which shall include, but not be limited to:
 - 1.2.12.10.1. Coordinating, operating, and managing clinics.
 - 1.2.12.10.2. Procuring communication devices and services, which may include, but are not limited to:

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- 1.2.12.10.2.1. Two-way radios.
- 1.2.12.10.2.2. Cell phones.
- 1.2.12.10.2.3. Wi-Fi.
- 1.2.12.10.2.4. Computers.
- 1.2.12.10.3. Procuring disposable supplies, which may include, but are not limited to:
 - 1.2.12.10.3.1. Generator fuel.
 - 1.2.12.10.3.2. Propane.
 - 1.2.12.10.3.3. Oil.
 - 1.2.12.10.3.4. Batteries.
- 1.2.12.10.4. Procuring clinical supplies, which may include, but are not limited to:
 - 1.2.12.10.4.1. Syringes.
 - 1.2.12.10.4.2. Needles
 - 1.2.12.10.4.3. Alcohol wipes.
 - 1.2.12.10.4.4. Band aids.
 - 1.2.12.10.4.5. Stickers.
- 1.2.12.10.5. Procuring other necessary supplies and equipment per COVID-19 Vaccine Provider Agreement.
- 1.2.12.10.6. Ensuring proper vaccine storage, handling, administration and documentation in accordance with state and federal guidelines.
- 1.2.12.10.7. Recruiting, training, and scheduling vaccine clinic staff to provide services which include, but are not limited to:
 - 1.2.12.10.7.1. Administering vaccines.
 - 1.2.12.10.7.2. Participating in training, as requested.
 - 1.2.12.10.7.3. Supporting the planning and operations of conducting mobile and other COVID-19 vaccine clinics.

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1.2.12.10.8. Reimbursing mileage costs for vaccine clinic staff, Contractor's staff, and clinic volunteers at the IRS mileage reimbursement rate for travel to and from vaccine clinics.

1.2.13. School-Based Vaccination Clinics

1.2.13.1. The Contractor may provide organizational structure to administer school-based clinics (SBC) to provide vaccination against SARS-CoV-2 and Influenza. The Contractor shall:

1.2.13.1.1. Conduct outreach to schools to enroll or continue in the SBC initiative.

1.2.13.1.2. Ensure that SBC services are offered with priority to schools identified by the NHIP as having the highest percentage of students eligible for free/reduced school lunch program.

1.2.13.1.3. Distribute state-supplied promotional vaccination materials.

1.2.13.1.4. Distribute, obtain, verify, and store written consent forms from legal guardians prior to administration of vaccines, in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other state and federal regulations.

1.2.13.1.5. Document, verify, and store written or electronic record of vaccine administration in compliance with HIPAA and other state and federal regulations.

1.2.13.1.6. Provide written communication of vaccination status, indicating either completed or not completed, to the parent and/or legal guardian upon the day of vaccination.

1.2.13.1.7. Provide vaccination information to the patient's primary care provider following HIPAA, federal and state guidelines, unless the parent and/or legal guardian requests that the information ~~not~~ be

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shared, in which case the information may be given to the parent and/or guardian to distribute to the primary care providers. The Contractor shall ensure information includes:

- 1.2.13.1.7.1. Patient full name and one other unique patient identifier;
 - 1.2.13.1.7.2. Vaccine name;
 - 1.2.13.1.7.3. Vaccine manufacturer;
 - 1.2.13.1.7.4. Lot number;
 - 1.2.13.1.7.5. Date of vaccine expiration;
 - 1.2.13.1.7.6. Date of vaccine administration;
 - 1.2.13.1.7.7. Date Vaccine Information Sheet (VIS) was given;
 - 1.2.13.1.7.8. Edition date of the VIS given;
 - 1.2.13.1.7.9. Name and address of entity that administered the vaccine (Contractor's name); and
 - 1.2.13.1.7.10. Full name and title of the individual who administered the vaccine.
- 1.2.13.1.8. Adhere to current federal guidelines for vaccine administration, including but not limited to disseminating a VIS, in order that the legal authority, legal guardian, and/or parent is provided access to the information on the day of vaccination.
- 1.2.13.1.9. Develop and maintain written policies and procedures to ensure the safety of employees, volunteers, and patients.
- 1.2.13.1.10. Encourage schools participating in the SBC program to submit a daily report of the total number of students absent, and

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- total number of students absent with influenza-like illness for in-session school days.
- 1.2.13.1.11. Submit a list of SBC clinics planned for the upcoming season to NHIP, providing updates as applicable.
 - 1.2.13.2. The Contractor shall safely administer vaccine supplied by NHIP. The Contractor shall:
 - 1.2.13.2.1. Ensure copies of standing orders, emergency interventions, and/or protocols are available at all clinics.
 - 1.2.13.2.2. Recruit, train, and retain qualified medical and non-medical volunteers to assist with operating the clinics.
 - 1.2.13.2.3. Procure necessary supplies to conduct school vaccine clinics, including but not limited to emergency management medications and equipment, needles, personal protective equipment, antiseptic wipes, and non-latex bandages.
 - 1.2.13.3. The Contractor shall ensure proper vaccine storage, handling and management, and shall:
 - 1.2.13.3.1. Submit a signed Vaccine/IG/Pharmaceutical Management Agreement to NHIP, annually, ensuring all listed requirements are met by providers administering vaccination (other than COVID-19), immunoglobulin or other pharmaceuticals supplied by the NHIP.
 - 1.2.13.3.2. Submit a signed COVID-19 Vaccination Provider Agreement to NHIP, annually, ensuring all listed requirements are met by providers administering COVID-19 vaccination.
 - 1.2.13.3.3. Ensure the SBC coordinator completes the NHIP vaccination training annually.
 - 1.2.13.3.4. Retain a copy of SBC coordinator training certificates on file.

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- 1.2.13.3.5. Utilize NHIP training materials or other educational materials, as approved by the Department prior to use, for annual training of SBC staff on vaccine administration, ordering, storage and handling.
- 1.2.13.3.6. Retain a copy of all training materials on site for reference during SBCs.
- 1.2.13.3.7. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.
- 1.2.13.3.8. Record temperatures twice daily, AM and PM, during normal business hours, for the primary refrigerator and hourly when the vaccine is stored outside of the primary refrigerator.
- 1.2.13.3.9. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.
- 1.2.13.3.10. Utilize temperature data logger for all vaccine monitoring including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.
- 1.2.13.3.11. Account for every dose of vaccine.
- 1.2.13.3.12. Submit a monthly temperature log for the vaccine storage refrigerator.
- 1.2.13.3.13. Notify NHIP and fax or secure email incident forms of any adverse event within 24 hours of event occurring.
- 1.2.13.3.14. In the event of a vaccine temperature excursion where the stored vaccine experiences temperatures outside of the manufacturer's recommended temperatures, the Contractor shall immediately quarantine the vaccine in an appropriate temperature setting, separating it from other vaccine, and label it "DO NOT USE."

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- 1.2.13.3.15. Contact the manufacturer immediately to explain the event duration and temperature information to determine if the vaccine is still viable.
- 1.2.13.3.16. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion.
- 1.2.13.3.17. Submit a Cold Chain Incident Report with a Data Logger Report to NHIP within 24 hours of the temperature excursion occurrence.
- 1.2.13.4. The Contractor shall perform tasks within 24 hours of the completion of every clinic which include, but are not limited to:
 - 1.2.13.4.1. Updating State Vaccination System with total number of vaccines administered and wasted during each mobile clinic.
 - 1.2.13.4.2. Ensuring doses administered and entered in the inventory system match the clinical documentation of doses administered.
 - 1.2.13.4.3. Submitting the hourly vaccine temperature log for the duration the vaccine is kept outside of the Contractor's established vaccine refrigerator.
 - 1.2.13.4.4. Submitting totals to the NHIP outside of the vaccine ordering system that include the total number of:
 - 1.2.13.4.4.1. Individuals vaccinated by age group and vaccine formulation/lot number
 - 1.2.13.4.4.2. Vaccines wasted by vaccine formulation/lot number.
 - 1.2.13.4.5. Completing an annual year-end self-evaluation and improvement plan for areas which include, but are not limited to:

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- 1.2.13.4.5.1. Strategies that worked well in the areas of communication, logistics, or planning.
- 1.2.13.4.5.2. Areas for improvement at both the state and regional levels, emphasizing strategies for implementing improvements.
- 1.2.13.4.5.3. Discussions relative to strategies that worked well for increasing both the number of clinics conducted at schools and the number of students vaccinated.
- 1.2.13.4.5.4. Discussions relative to future strategies and plans for increasing individuals vaccinated, including suggestions on how state-level resources may aid in the effort.

1.2.14. Training and Technical Assistance Requirements

1.2.14.1. The Contractor shall participate in training and technical assistance as follows:

1.2.14.1.1. Public Health Advisory Council

1.2.14.1.1.1. Attend semi-annual meetings of PHAC leadership convened by Department's DPHS and/or BDAS.

1.2.14.1.1.2. Complete a technical assistance needs assessment.

1.2.14.1.2. Public Health Emergency Preparedness

1.2.14.1.2.1. Attend bi-monthly meetings of PHEP coordinators and ^{PS} MCM

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ORR project meetings convened by the Department's DPHS and/or Bureau of Emergency Preparedness, Response and Recovery (EPRR).

1.2.14.1.2.2. Complete a technical assistance needs assessment.

1.2.14.1.2.3. Attend a minimum of two (2) trainings per year offered by Department's DPHS and/or EPRR or the agency contracted by the Department's DPHS to provide training programs.

1.2.14.1.3. Substance Misuse Prevention Coordination and Continuum of Care Facilitation

1.2.14.1.3.1. Attend community of practice meetings and/or activities.

1.2.14.1.3.2. Work with designated BDAS technical assistance and data and/or evaluation vendors to develop metrics and measures to evaluate outcomes and use the appropriate measures and tools to demonstrate outcomes.

1.2.14.1.3.3. Attend all regularly scheduled RPHN substance misuse meetings.

1.2.14.1.3.4. Attend additional meetings, conference calls and webinars as



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required by the Department.

1.2.14.1.3.5. SMPC lead staff shall be credentialed within one (1) year of hire as Certified Prevention Specialists to meet competency standards established by the International Certification and Reciprocity Consortium (IC&RC), and the New Hampshire Prevention Certification Board.

1.2.14.1.3.6. SMPC lead staff must attend required training, Substance Abuse Prevention Skills Training (SAPST) and Prevention Ethics.

1.2.14.1.3.7. CoC facilitation lead staff must be familiar with the SPF and RROSC systems development within NH.

1.2.14.1.4. School-Based Clinics

1.2.14.1.4.1. Staffing of clinics requires an on-site clinical oversight and direction is provided at each vaccination clinic by a currently licensed clinical staff person with a Basic Life Support (BSL) certification. This requirement does not replace other requirements for Medical Direction that can be provided remotely.

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1.2.14.1.4.2. Clinical license, or copy from the NH online license verification showing the license type, expiration and status, and current BLS certificate shall be retained in the training file.

1.3. Reporting

1.3.1. The Contractor shall participate in site visits, which includes but is not limited to:

1.3.1.1. Participating in an annual site visit conducted by the Department's DPHS and/or BDAS that includes all funded staff, the contract administrator and financial manager.

1.3.1.2. Participating in site visits and technical assistance specific to a single scope of work.

1.3.1.3. Submitting other information that may be required by federal and state funders during the contract period.

1.3.2. The Contractor shall provide reports for the PHAC that include, but are not limited to, submitting quarterly PHAC progress reports using an online system administered by the Department's DPHS.

1.3.3. The Contractor shall provide reports for SMP that include, but are not limited to:

1.3.3.1. Submitting quarterly SMP Leadership Team meeting agendas and minutes.

1.3.3.2. Ensuring three (3) year plans are current and posted to RPHN website, and that any revisions to plans are approved by the Department's BDAS.

1.3.3.3. Submitting annual work plans and annual logic models with short-, intermediate-, and long-term measures.

1.3.3.4. Inputting data on a monthly basis by the 20th business day of the month to an online database per Department guidelines and in compliance with the Federal Regulatory Requirements for Substance Abuse and Mental Health Service Administration 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures Federal Block Grant. The Contractor shall ensure data includes but is not limited to:

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- 1.3.3.4.1. Number of individuals served or reached.
- 1.3.3.4.2. Demographics.
- 1.3.3.4.3. Strategies and activities per IOM by the six (6) activity types.
- 1.3.3.4.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions.
- 1.3.3.4.5. Percentage of evidence-based strategies.
- 1.3.3.5. Submitting annual reports.
- 1.3.3.6. Providing additional reports or data as required by the Department.
- 1.3.3.7. Participating and administering the Regional SMP Stakeholder Survey in alternate years.
- 1.3.4. The Contractor shall provide Reports for Continuum of Care that include, but are not limited to:
 - 1.3.4.1. Submitting updates on regional assets and gaps assessments, as required.
 - 1.3.4.2. Submitting updates on regional CoC development plans, as indicated.
 - 1.3.4.3. Submitting quarterly reports, as indicated.
 - 1.3.4.4. Submitting year-end reports, as indicated.
- 1.3.5. The Contractor shall complete a monthly report supplied by the Department that includes, but is not limited to:
 - 1.3.5.1. Type and number of activities conducted.
 - 1.3.5.2. Type and number of Naloxone and Naloxone kits distributed including where, and to whom.
 - 1.3.5.3. Demographics of individuals served including:
 - 1.3.5.3.1. Age
 - 1.3.5.3.2. Gender
 - 1.3.5.3.3. Race
 - 1.3.5.3.4. Ethnicity
 - 1.3.5.3.5. Housing status
 - 1.3.5.4. Inventory of Naloxone and Naloxone kits.

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- 1.3.5.5. Communities (towns and cities) served within the region.
- 1.3.5.6. Barriers to Distribution and Dissemination Plan.
- 1.3.6. The Contractor shall provide reports for School-Based Vaccination Clinics that include but are not limited to:
 - 1.3.6.1. Attending annual debriefing and planning meetings with NHIP staff.
 - 1.3.6.2. Completing a year-end summary of:
 - 1.3.6.2.1. The total numbers of children vaccinated; and
 - 1.3.6.2.2. Accomplishments and improvements to future school-based clinics.
 - 1.3.6.3. Providing aggregated non-personally identifiable data, by school for each school, to the NHIP no later than three (3) months after SBCs are concluded, that include:
 - 1.3.6.3.1. Number of students by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) at that school;
 - 1.3.6.3.2. Number of students vaccinated against SARS-Co-V-2 by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) out of the total number at that school;
 - 1.3.6.3.3. Number of students vaccinated against influenza by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) out of the total number at that school; and
 - 1.3.6.3.4. Number of students vaccinated against influenza by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) on Medicaid out of the total number at that school.
 - 1.3.6.3.5. Number of students vaccinated against COVID-19 by age group (under 5, 12-17 years old, 12-17 years old and 18 and older) on Medicaid out of the total number at that school.

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- 1.3.6.4. Providing other reports and updates as requested by NHIP.
- 1.3.7. The Contractor shall submit the following Public Health Emergency Preparedness information and reports to the Department:
 - 1.3.7.1. Information about COVID-19 activities in the current quarterly PHEP progress reports using an online system administered by DPHS.
 - 1.3.7.2. Documentation for pertinent COVID-19 response activities necessary to complete the MCM Operational Readiness Review (ORR) or self-assessment as scheduled by DHHS.
 - 1.3.7.3. Final After-Action Report(s)/Improvement Plan(s) for any other drill(s) or exercise(s) conducted.
 - 1.3.7.4. Other information that may be required by federal and state funders during the contract period.
- 1.3.8. The Contractor shall submit quarterly reports, which shall include, but are not limited:
 - 1.3.8.1. Description of activities performed, resulting impacts, individuals and families served, and other outcomes.
 - 1.3.8.2. Efforts, successes, and challenges experienced with local community based organizations and stakeholders to promote vaccine awareness and uptake of COVID-19.
 - 1.3.8.3. Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19 vaccinations.
 - 1.3.8.4. Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.
 - 1.3.8.5. Potential barriers and solutions identified in the past quarter for low vaccine uptake in specific communities.
 - 1.3.8.6. Efforts, successes, and challenges experienced in providing community engagement.
 - 1.3.8.7. Number and percentage of individuals who have not previously received COVID-19 vaccination who were administered vaccination within the reporting period.
 - 1.3.8.8. Percentage of clients who were referred by CHWs and successfully accessed a COVID test and received
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results disaggregated by the following age ranges:

- 1.3.8.8.1. 5-11 years old.
- 1.3.8.8.2. 12-17 years old.
- 1.3.8.8.3. 18 years and older.
- 1.3.8.9. Percentage of clients who were referred by CHWs and successfully received a COVID-19 vaccination disaggregated by the following age ranges:
 - 1.3.8.9.1. 5-11 years old.
 - 1.3.8.9.2. 12-17 years old.
 - 1.3.8.9.3. 18 years and older.
 - 1.3.8.9.4. Any other age group eligible for COVID-19 vaccination.
- 1.3.8.10. Number of collaborating agencies/services identified as part of CHW-led intervention.
- 1.3.8.11. Number and percentage of clients with one or more identified co-morbidities through the EMR.
- 1.3.8.12. Number and percentage of resources provided in a primary language other than English.
- 1.3.8.13. Number and percentage of in-community visits with CHW clients at locations other than the Contractor's.
- 1.3.8.14. Number and percentage of encounter types by intensity, length and type, including virtual and/or in-person.
- 1.3.8.15. Percentage of clients who identify one or more unmet need.
- 1.3.8.16. Number and percentage of identified unmet needs that are met with assistance of the CHWs.
- 1.3.8.17. Number and percentage of clients who have completed CHW encounter form and patient questionnaire.
- 1.3.8.18. Number of encounters with each client by encounter type and, if applicable, resulting referrals by referral type, including:
 - 1.3.8.18.1. Number of encounters to provide communication about COVID-19 risk factors and mitigation/prevention.

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- 1.3.8.18.2. Number of other navigation and support services to address COVID-19 risk factors.
- 1.3.8.18.3. Number of referrals completed through closed loop referral system.
- 1.3.8.18.4. Number of referrals for COVID-19 vaccination/vaccine support by CHW, including coordination of activities related to administration of vaccines and excluding direct administration of vaccines.
- 1.3.8.19. Number and percentage of clients who need and access a COVID-19 test within five (5) days of the first CHW encounter.
- 1.3.8.20. Number and percentage of clients able to access influenza vaccine within fourteen (14) days of first CHW encounter (flu season only).
- 1.3.8.21. Number and percentage of CHW clients able to access COVID-19 vaccine within fourteen (14) days of first CHW encounter.
- 1.3.8.22. Number and percentage of identified unmet needs that are met with assistance of CHWs identified through EMR.
- 1.3.8.23. Number and type of trainings provided to CHWs supported by COVID Health Disparities funding.

1.4. Performance Measures

1.4.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:

1.4.1.1. Public Health Advisory Council

- 1.4.1.1.1. Documented organizational structure for the PHAC, including but not limited to:
 - 1.4.1.1.1.1. Vision or mission statements.
 - 1.4.1.1.1.2. Organizational charts.
 - 1.4.1.1.1.3. Agreements.
 - 1.4.1.1.1.4. Meeting minutes.



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- 1.4.1.1.1.5. Documentation that the PHAC membership represents public health stakeholders and the covered populations.
- 1.4.1.1.1.6. CHIP evaluation plan that demonstrates positive outcomes each year.
- 1.4.1.1.1.7. Publication of an annual report to the community.

1.4.1.2. Public Health Emergency Preparedness

- 1.4.1.2.1. Annual improvement in planning and operational levels of implementation as documented through the MCM ORR review, based on prioritized recommendations from the Department.
- 1.4.1.2.2. Response rate and percentage of staff responding during staff notification, acknowledgement and assembly drills.
- 1.4.1.2.3. Percentage of requests for activation met by the Multi-Agency Coordinating Entity.
- 1.4.1.2.4. Percentage of requests for deployment during emergencies met by partnering agencies and volunteers.

1.4.1.3. Substance Misuse Primary Prevention Coordination and Continuum of Care Facilitation:

- 1.4.1.3.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly, or at intervals specified by the Department, to measure the effectiveness of the agreement as follows:
 - 1.4.1.3.1.1. Increased leadership within the RPHN to plan, implement, monitor and evaluate progress in meeting goals in the three year strategic plan.

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- 1.4.1.3.1.2. Increased section engagement in understanding local conditions related to substance misuse, planning and carrying out the activities and strategies in the three year strategic plan.
- 1.4.1.3.1.3. Increase linkages and coordination with behavioral and medical health providers to raise awareness and access to prevention, early intervention, treatment and recovery supports and services.
- 1.4.1.3.1.4. Increase in resource allocation within the region to address substance misuse issues.
- 1.4.1.3.1.5. Decrease in the use of alcohol and other drugs in the region as identified in the three year strategic plan.
- 1.4.1.3.1.6. Decrease in the consequences of alcohol and other drugs in the region as identified in the three year strategic plan.
- 1.4.1.3.1.7. As measured by a RPHN Community Mobilization Survey Tool designed by the Department and the Youth Risk Behavioral Survey (YRBS) and National Survey on Drug Use and Health



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(NSDUH), and other identified data sources.

1.4.1.4. School-Based Vaccination Clinics

- 1.4.1.4.1. Annual increase in the percentage of students receiving COVID-19 vaccination and seasonal influenza vaccination in school-based clinics.
- 1.4.1.4.2. Annual increase in the percentage of schools providing School Based vaccination clinics who are identified by NHIP as participating in the Free/Reduced School Lunch Program, or completion of at least 50% of schools listed by the Department.
- 1.4.1.4.3. Maintain influenza vaccine wastage below 5%.
- 1.4.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 1.4.3. The Department may collect other key data and metrics from Contractor, including client-level demographic, performance, and service data.
- 1.4.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

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3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

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

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

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4. Records

- 4.1. The Contractor shall keep records that include, but are not limited to:
- 4.1.1. Books, records, documents and other electronic or physical 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.
 - 4.1.2. All records must 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.
 - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 89% Federal funds from:
 - 1.1.1. Preventive Health and Health Services Block Grant, as awarded on August 16, 2021, by the Centers for Disease Control and Prevention, CFDA 93.991, FAIN NB01OT009381.
 - 1.1.2. Public Health Emergency Preparedness, as awarded on July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.069, FAIN U90TP922018.
 - 1.1.3. Block Grants for Prevention and Treatment of Substance Abuse, as awarded on May 17, 2021 and February 10, 2022, by the US Department of Health and Human Services, CFDA 93.959, FAIN TI084659 and FAIN TI083955.
 - 1.1.4. Immunization Cooperative Agreements, as awarded on March 29, 2021, March 31, 2021, and July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.268, FAIN NH23IP922595.
 - 1.1.5. National Bioterrorism Hospital Preparedness Program, as awarded on July 1, 2022, by the US Department of Health and Human Services, CFDA 93.889, FAIN U3REP190580.
 - 1.1.6. Opioid STR, as awarded on August 27, 2020, by the US Department of Health and Human Services, CFDA 93.788, FAIN TI83326A.
 - 1.1.7. Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises, as awarded on August 27, 2020, by the Centers for Disease Control and Prevention, CFDA 93.391, FAIN NH95OT000031.
 - 1.2. 11% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, SFY 23 Budget through Exhibit C-2 SFY 24 Budget.

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4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSCContractBilling@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

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Regional Public Health Network Services
EXHIBIT C**

- 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 8.5. 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.

New Hampshire Department of Health and Human Services								
Contractor Name: <i>City of Nashua</i>								
Budget Request for: <i>Regional Public Health Network</i>								
Budget Period: <i>SFY 2023</i>								
Indirect Cost Rate (if applicable) <i>5.00%</i>								
Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	Overdose Prevention (ends 9/29/22)	School-Based Vaccination Clinics	Health Disparities Community Health Worker
1. Salary & Wages	\$32,275	\$15,734	\$118,395	\$2,841	\$114,603	\$3,035	\$7,696	\$9,672
2. Fringe Benefits	\$13,216	\$9,801	\$49,221	\$1,233	\$68,350	\$1,276	\$4,932	\$2,674
3. Consultants	\$1	\$0	\$1	\$0	\$1,201	\$7,200	\$0	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$1	\$0	\$1	\$0	\$0	\$0	\$0	\$0
5.(a) Supplies - Educational	\$100	\$50	\$100	\$100	\$301	\$350	\$500	\$0
5.(b) Supplies - Lab	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$1	\$0	\$2,550	\$0	\$1	\$0	\$1	\$0
5.(d) Supplies - Medical	\$1	\$0	\$250	\$800	\$2	\$300	\$0	\$0
5.(e) Supplies Office	\$1	\$100	\$150	\$150	\$500	\$200	\$300	\$90
6. Travel	\$300	\$236	\$200	\$300	\$600	\$250	\$0	\$250
7. Software	\$0	\$150	\$20	\$150	\$1	\$149	\$0	\$0
8. (a) Other - Marketing/Communications	\$1,200	\$300	\$3,400	\$0	\$4,500	\$3,500	\$500	\$0
8. (b) Other - Education and Training	\$0	\$0	\$450	\$250	\$301	\$500	\$0	\$100
8. (c) Other - Other (specify below)								
Other (Printing)	\$350	\$200	\$500	\$0	\$950	\$1,300	\$100	\$900
Other (Cell Phone Reimbursement)	\$1	\$600	\$600	\$2,500	\$1,000	\$300	\$0	\$600
Other (Subscriptions)	\$1	\$900	\$950	\$0	\$1,050	\$450	\$0	\$0
Other (Postage)					\$56		\$257	\$0
Other (ECHO Regional Partner Engagement)						\$5,000		
Other (Bi-annual Meeting)		\$500						
Other - (Regional Training/Drill)	\$170		\$2,000					
Other - (Regional MRC/CERT Training & Training Supplies)				\$1,200				
9. Subrecipient Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$47,619	\$28,571	\$178,788	\$9,524	\$193,416	\$23,810	\$14,286	\$14,286
Total Indirect Costs	\$2,381	\$1,429	\$8,940	\$476	\$9,671	\$1,190	\$714	\$714
Subtotals	\$50,000	\$30,000	\$187,728	\$10,000	\$203,087	\$25,000	\$15,000	\$15,000
							TOTAL	\$535,815

New Hampshire Department of Health and Human Services Contractor Name: <i>City of Nashua</i> Budget Request for: <i>Regional Public Health Network</i> Budget Period <i>SFY 2024</i> Indirect Cost Rate (if applicable) <i>5.00%</i>						
Line Item	COVID Response	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Hospital Preparedness	Substance Misuse	School-Based Vaccination Clinics
1. Salary & Wages	\$28,341	\$16,692	\$122,990	\$4,318	\$119,884	\$8,165
2. Fringe Benefits	\$15,597	\$10,009	\$49,009	\$2,159	\$69,484	\$5,034
3. Consultants	\$1	\$0	\$1	\$0	\$76	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$1	\$0	\$1	\$0	\$0	\$0
5.(a) Supplies - Educational	\$100	\$1	\$300	\$100	\$251	\$235
5.(b) Supplies - Lab	\$1	\$0	\$1	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$1	\$0	\$1	\$0	\$0	\$1
5.(d) Supplies - Medical	\$1	\$0	\$250	\$500	\$1	\$0
5.(e) Supplies Office	\$250	\$1	\$300	\$150	\$350	\$250
6. Travel	\$350	\$166	\$300	\$300	\$600	\$0
7. Software	\$1	\$1	\$10	\$150	\$1	\$0
8. (a) Other - Marketing/Communications	\$2,000	\$1	\$1,200	\$0	\$751	\$350
8. (b) Other - Education and Training	\$450	\$0	\$450	\$200	\$420	\$0
8. (c) Other - Other (specify below)						
Other (Printing)	\$350	\$100	\$1,225	\$100	\$426	\$250
Other (Cell Phone Reimbursement)	\$1	\$600	\$600	\$1,000	\$1,000	\$0
Other (Subscriptions)	\$1	\$500	\$950	\$1	\$151	\$0
Other (Postage)					\$21	\$1
Other (Bi-annual Meeting)		\$500				
Other - (Regional Training/Drill)	\$173		\$1,200			
Other - (Regional MRC/CERT Training & Training Supplies)				\$546		
9. Subrecipient Contracts	\$0	\$0	\$0	\$0		\$0
Total Direct Costs	\$47,619	\$28,571	\$178,788	\$9,524	\$193,416	\$14,288
Total Indirect Costs	\$2,381	\$1,429	\$8,940	\$476	\$9,671	\$714
Subtotals	\$50,000	\$30,000	\$187,728	\$10,000	\$203,087	\$15,000
				TOTAL		\$496,815

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Exhibit D – Certification regarding Drug Free
Workplace Requirements
Page 1 of 2

Vendor Initials

JWD

Date 6/17/2022



New Hampshire Department of Health and Human Services
Exhibit D

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

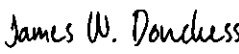
Place of Performance (street address, city, county, state, zip code) (list each location)


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

Vendor Name: City of Nashua

6/17/2022

Date

DocuSigned by:

 Name: James W. Donchess
 Title: Mayor

Vendor Initials 
 Date 6/17/2022



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name: City of Nashua

6/17/2022

Date

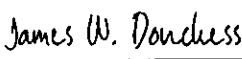

DocuSigned by:

 Name: James W. Donchess
 Title: Mayor

Exhibit E – Certification Regarding Lobbying

Vendor Initials 
 Date 6/17/2022



New Hampshire Department of Health and Human Services
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 transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: City of Nashua

6/17/2022

Date

DocuSigned by:

James W. Donchess

Name: James W. Donchess

Title: Mayor

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JWD

Contractor Initials

Date 6/17/2022

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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JWD

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: City of Nashua

6/17/2022

Date

DocuSigned by:

James W. Donchess

Name: James W. Donchess

Title: Mayor

Exhibit G

Contractor Initials

DS
JWD

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

New Hampshire Department of Health and Human Services
Exhibit 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.

Contractor Name: City of Nashua

6/17/2022

Date

DocuSigned by:

James W. Donchess

Name: James W. Donchess

Title: Mayor



New Hampshire Department of Health and Human Services

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 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

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

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

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

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



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

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

(3) Obligations and Activities of Business Associate.

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

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

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



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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

Department of Health and Human Services

City of Nashua

The State by:

Name of the Contractor

Patricia M. Tilley

James W. Donchess

Signature of Authorized Representative

Signature of Authorized Representative

Patricia M. Tilley

James W. Donchess

Name of Authorized Representative Director

Name of Authorized Representative

Mayor

Title of Authorized Representative

Title of Authorized Representative

6/21/2022

6/17/2022

Date

Date

Contractor Initials DS
JWD

Date 6/17/2022



New Hampshire Department of Health and Human Services
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 Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name: City of Nashua

6/17/2022

Date

DocuSigned by:

James W. Donchess

Name: James W. Donchess

Title: Mayor

DS
JWD



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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: 958298218
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

Contractor Initials DS JWD
Date 6/17/2022

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

CERTIFICATION

I hereby certify that the attached document is a true and accurate copy of Resolution 22-037:

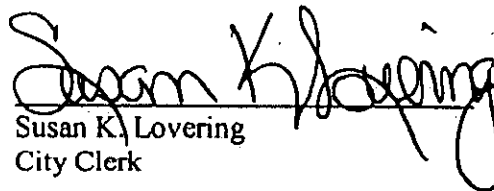
**RELATIVE TO THE ACCEPTANCE OF \$1,031,630 FROM THE
STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND
HUMAN SERVICES INTO VARIOUS PUBLIC HEALTH AND
COMMUNITY SERVICES GRANT ACTIVITIES**

Passed by the Board of Aldermen on June 14, 2022, and approved by the Mayor on June 15, 2022;

That the foregoing Resolution is in full force and effect, unamended, as of the date hereof.

WITNESS my hand and the seal of the said City of Nashua, New Hampshire, this 17th day of June, 2022

A true copy.
Attest:


Susan K. Lovering
City Clerk



RESOLUTION

RELATIVE TO THE ACCEPTANCE OF \$1,031,630 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO VARIOUS PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES

CITY OF NASHUA

In the Year Two Thousand and Twenty-Two

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Public Health and Community Services are authorized to accept \$1,031,630 from the State of New Hampshire Department of Health and Human Services into the following Public Health and Community Services Grant Activities for the purpose of supporting staffing capacity and operations to deliver a broad range of public health services in the Greater Nashua Public Health Region.

Activity	FY2023	FY2024	Total
Emergency Preparedness	187,728	187,728	375,456
Substance Misuse Prevention	92,862	92,862	185,724
Strategic Planning Prevention	70,427	70,427	140,854
COVID Response	50,000	50,000	100,000
Continuum of Care Facilitation	39,798	39,798	79,596
Public Health Advisory Council	30,000	30,000	60,000
School Based Vaccination Clinics	15,000	15,000	30,000
Overdose Prevention	25,000	-	25,000
Hospital Preparedness	10,000	10,000	20,000
COVID Health Disparities	15,000	-	15,000
Total:	\$ 535,815	\$ 495,815	\$ 1,031,630

This funding shall be in effect from July 1, 2022 through June 30, 2024.

LEGISLATIVE YEAR 2022

RESOLUTION:

R-22-037

PURPOSE:

Relative to the acceptance of \$1,031,630 from the State of New Hampshire Department of Health and Human Services into various Public Health and Community Services Grant Activities.

SPONSOR(S):

Mayor Jim Donchess
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman John Sullivan
Alderman Patricia Klee
Alderman-at-Large Melbourne Moran, Jr.
Alderman Thomas Lopez
Alderman Richard A. Dowd
Alderman Derek Thibeault
Alderman-at-Large Lori Wilshire

**COMMITTEE
ASSIGNMENT:**

Human Affairs Committee

FISCAL NOTE:

The fiscal impact is \$1,031,630 of grants to be used for a specific purpose.

ANALYSIS

This resolution authorizes the City to accept funds from the State of New Hampshire Department of Health and Human Services for the purpose of providing regional public health network services in the Greater Nashua Public Health Region. This funding shall be in effect from July 1, 2022 through June 30, 2024.

**Approved as to account
structure, numbers,
and amount:**

Financial Services Division

By: /s/ John L. Griffin

Approved as to form:

Office of Corporation Counsel

By: /s/ Dorothy Clarke

Date: May 18, 2022

**Board of Aldermen
2022 – 2023 Term
PUBLIC LIST**

ALDERMEN-AT-LARGE	TELEPHONE # & E-MAIL
LORI WILSHIRE, PRESIDENT	wilshirel@nashuanh.gov
MICHAEL B. O'BRIEN, SR. VICE PRESIDENT	obrienm@nashuanh.gov
BEN CLEMONS	clemonsb@nashuanh.gov
SHOSHANNA KELLY	kellys@nashuanh.gov
GLORIA TIMMONS	timmonsq@nashuanh.gov
MELBOURNE MORAN, JR.	moranm@nashuanh.gov
WARD ALDERMEN	TELEPHONE #
WARD 1 TYLER GOUVEIA	gouveiat@nashuanh.gov
WARD 2 RICHARD A. DOWD	dowdr@nashuanh.gov
WARD 3 PATRICIA KLEE	kleep@nashuanh.gov
WARD 4 THOMAS LOPEZ	lopezt@nashuanh.gov
WARD 5 ERNEST A. JETTE	jettee@nashuanh.gov
WARD 6 ALEX COMEAU	comeaua@nashuanh.gov
WARD 7 JOHN CATHEY	catheyj@nashuanh.gov
WARD 8 DEREK THIBEAULT	thibeauld@nashuanh.gov
WARD 9 JOHN SULLIVAN	sullivanj@nashuanh.gov

Division of Public Health and Community Services

Mission Statement

To promote, protect and preserve the health and wellbeing of the Greater Nashua Region through leadership and community collaboration

RESOLUTION R-22-037

Relative to the acceptance of \$1,031,630 from the State of New Hampshire Department of Health and Human Services into various Public Health and Community Services Grant Activities

IN THE BOARD OF ALDERMEN

1ST READING May 24, 2022

Referred to:
Human Affairs Committee

2nd Reading June 14, 2022

3rd Reading _____

4th Reading _____

Other Action _____

Passed June 14, 2022

Indefinitely Postponed _____

Defeated _____

Attest: [Signature]
City Clerk
[Signature]
President

Approved: [Signature]
Mayor's Signature

6/15/22
Date

Endorsed by

<u>[Signature]</u>	MAYOR
<u>[Signature]</u>	O'BRIEN
<u>[Signature]</u>	SULLIVAN
_____	KLEE
_____	MORAN
<u>[Signature]</u>	LOPEZ
_____	DOWD
_____	THIBEAULT
<u>[Signature]</u>	WILSHIRE

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____
City Clerk

_____ President

City of Nashua

Division of Public Health & Community Services
18 Mulberry Street, Nashua, NH 0306



BOBBIE DENISE BAGLEY

18 Mulberry Street
Nashua, NH 03060
(603) 589-4546
Email: Bagley18@NashuaNH.gov

Executive Leadership Skills

- ❖ Adaptive Public Health Leadership
- ❖ Systems Thinking & Systems Change
- ❖ Public & Community Health Practice Improvement
- ❖ Health Equity & Policy Setting Advocacy
- ❖ Reducing Socio-Cultural Barriers to Health
- ❖ Enhancing Population-Based Health Promotion and Disease Prevention
- ❖ Diversifying the Public Health Work Force
- ❖ Competent Public Health Workforce Development
- ❖ Diversity and Cultural Competency Master Training

PROFESSIONAL SUMMARY

Public Health: Twenty-five years of experience in the field of public health services. Executive strengths include: strong adaptive leadership skills, effective verbal and written communications, critical thinking, evidence-based decision making, community mobilization, creative visionary and a keen ability to motivate others. Easily cultivates collaborative partnerships with service providers. Over twenty years of proven skills in multi-disciplinary program management, cultural competency, conflict resolution and team building. Success demonstrated in grant writing, budgeting, and fiscal governance of programs and services.

- ❖ Experience in developing and implementing programs to promote, protect and preserve health and safety through assessment, policy and delivery of services.
- ❖ Uses leadership skills to ensure efforts focused on health equity are implemented across systems in public health practice, program activities, informing policy and decision making as well as strengthening workforce development through training and building staff capacity.
- ❖ Demonstrates the transformative impact of strategies on strengthening the role of DPHCS as chief public health strategists through training and workforce development.

Academia: Ten years of experience in the academic setting. Expertise demonstrated in curriculum development, course evaluation, scholarship, community service and academic leadership. Instruction provided in both the on-ground classroom and online settings.

- ❖ Lead faculty and advisor of the public health and nursing program. Provided course instruction and course development as well as provided supervision of public health faculty.
- ❖ Work experience with community agencies to provide exceptional service learning experiences, experiential learning activities in public health and opportunities to engage in political action to transform hearts and minds.

WORK HISTORY

- ❖ 2016 – Present: Director, City of Nashua, NH Division of Public Health and Community Services.

Provide leadership, supervision and fiscal oversight over city health department staff and programming. Directs and manages resources to accomplish objectives for all programs. Provide both policy and operational direction and leadership to the Mayor, Board of Alderman and the Board of

City of Nashua

Division of Public Health & Community Services

18 Mulberry Street, Nashua, NH 0306



- Health on public health issues. Serve as liaison to community partners, local and state officials. Serve on community boards and local and state committees and commissions to advance public health initiatives, policy and workforce development. Serve as direct supervisor to executive team of managers of three (3) departments and direct supervision to twelve (12) staff under the Community Services Department.
- ❖ 2014 – 2016: Director of BS and MPH Public Health Programs, Rivier University, Division of Nursing and Health Professions. Develop program curriculum, program requirements, and courses. Responsible for faculty selection, mentoring, training, supervision and evaluation of faculty. Serve as student advisor and mentor. Provide course instruction in the online and face to face learning environments for undergraduate and graduate students. Participate in other administrative duties and community services.
 - ❖ 2011 – 2016 Faculty Advisor to Rivier University Student Public Health Association and Co-Advisor to Rivier University Student Nurses Association. Serves on several university committees: Faculty Development, Workload and Compensation Committee, Nursing Admissions Committee and the University Diversity Council.
 - ❖ 2011- 2016: Instructor of Nursing, Rivier University, Division of Nursing. Provide instruction in online and face to face learning environments. Participant on several university committees including: faculty development, admissions, research, curricula development and the president's diversity committee. Faculty Advisor to the Rivier University Student Nurses Association.
 - ❖ Course Instruction: Community/Public Health Nursing, Policy, Politics in the Nursing Profession, Family Health Nursing in a Multicultural Society and Nursing Capstone and Public Health Courses.
 - ❖ 2012-2014: Programs Director, NH Minority Health Coalition. Provided consultation, management and oversight of subcontractors and consultants on programs focused on community transformation, chronic disease self-management, HIV/HCV testing and home visiting.
 - ❖ 2007 – Present: Adjunct Instructor of Nursing and Public Health, Rivier University, Division of Nursing and Health Professions. Courses include: Family Health Nursing in a Multicultural Society and Policy, Politics in the Nursing profession. Community and Public Health Nursing and various Public Health Courses , as well as providing capstone placements. Currently teaching online courses.
 - ❖ 2006 - 2011: Chief Public Health Nurse and Manager of the City of Nashua Community Health Department, provided oversight to community health department staff, clinic and programs. Drove strategic collaboration with Department of Health & Human Services, healthcare professionals and community service agencies, to develop and implement programs to promote, protect and preserve the health of the community through assessment, policy development and assurance of services. Provide fiscal governance of community health department budget of over \$708,000.00. Managed a team of Public Health Nurses, outreach workers, a licensed Alcohol and Drug counselor and an Administrative Assistant.
 - ❖ 2004 -Present: Public Health Consultant, BDB Health Promotions. As the Principal, maintained contracts for several Sections in the Department of Health and Human Services. Including: HIV/STD Section and Alcohol, Drug and Tobacco program and Office of Minority Health. Responsible for development and revisions to the NH HIV Community Planning Group Comprehensive plan for HIV Care and Prevention Services in the State of NH, helped set statewide strategic health direction by Conducting a Racial and Ethnic Minorities Needs Assessment for HIV Care and Prevention Services and delivered results to key state agencies. Procure grants to provide Cultural Competency training and technical assistance to DHHS Alcohol, Tobacco and Other Drugs, Strategic Prevention Framework

City of Nashua

Division of Public Health & Community Services

18 Mulberry Street, Nashua, NH 0306



Program. Provide consultation to state and local agencies to create awareness of health equity and disparities in minority populations.

- ❖ 2000 – 2004: Program Manager for the New Hampshire Minority Health Coalition, procured grants, developed and managed several programs and collaborated with community-based organizations, health care professionals, state and local government officials, health departments and the Department of Health and Human Services to insure equitable access of health care services for diverse, ethnic and racial communities. Provided oversight to a diverse staff of bilingual/bicultural home visitors and outreach workers. Provided fiscal oversight to prevention program budget of approximately \$300,000.00.
- ❖ 1997 – 2000: Public Health Nurse for the City of Nashua responsible for coordinating several prevention programs as program coordinator. Responsibilities encompassed a variety of activities, which included collaborating with Department of Health & Human Services, healthcare professionals and community service agencies, to develop and implement programs to protect and promote the health of the community through assessment, policy development and assurance of services. Coordinated the following programs over work history: Tuberculosis, HIV Prevention, Maternal and Child Health and Lead Poisoning Prevention Program.
- ❖ Management experience included providing leadership support to Department Manager and acting as Interim Department Manager for three months. Other experience included providing leadership support to STD Coordinator and supervising outreach team.

SIGNIFICANT ACCOMPLISHMENTS

- ❖ Convened the Nashua Leadership Executive Team with community partners (Mayor's Office, local hospitals, community health center, and mental health CEOs and Presidents) to work collaboratively on issues impacting the region i.e. Opioid epidemic and COVID-19 pandemic.
- ❖ Identified racism as a public health issue and led Nashua DPHCS through Diversity, Equity and Inclusion Training to implement organizational and system's change to increase equity focus in public health activities
- ❖ Contributed to the writing and presentation of the Governor's COVID-19 Equity Response Report
- ❖ Spearheaded legislation on mask ordinance with local Board of Health, City Corporation and local Board of Aldermen
- ❖ Led local health department in role of chief public health strategist through the pandemic, serving in the role of subject matter experts in prevention, health promotion, information dissemination, disease control and surveillance efforts. Maintained delivery of essential public health services throughout the pandemic period.
- ❖ Completed the Kresge Foundation Emerging Leaders in Public Health Transformative Initiative Cohort III, 2018
- ❖ Collaborated with essential staff of the City of Nashua Division of Public Health and Community Services to successfully achieved National Public Health Accreditation status, 2017
- ❖ Development of the Rivier University Public Health BS and MPH Public Health Programs, 2014
- ❖ Writer and Collaborator on Health Administration and Services Resource Nursing Workforce Diversity Grant awarded to Rivier University, 2014
- ❖ Instrumental in acquiring an award from Harvard Pilgrim's Cultural Insight Program to conduct a cultural assessment of Rivier University, 2014
- ❖ Awarded Nursing Diversity Mini-Grant for Rivier Nursing Pipeline Project for high school students, 2012
- ❖ Awarded Faculty Development Teaching Squares Grant, 2012

City of Nashua

Division of Public Health & Community Services
18 Mulberry Street, Nashua, NH 0306



- ❖ Awarded Socio-Cultural Barriers Grant, 2008
- ❖ Awarded REACH Transformation Grant for work across two cities (Manchester and Nashua), 2008
- ❖ Developed the Gate City Health and Wellness Immigrant Integration Initiative, 2008
- ❖ Mobilized community service agencies to collaborate on a refugee and immigrant health and wellness integration initiative project, 2008
- ❖ Presented at local and regional conferences on refugee and immigrant integration initiative, 2008
- ❖ Provided Technical Assistance on Merged Comprehensive HIV Prevention and Care Planning to Kentucky, Arizona, Connecticut and Vermont, 2004.
- ❖ Presented at local, regional and national conferences on HIV Comprehensive Planning, Racial and Ethnic Minority Needs Assessment and Cultural Competency, 2003.
- ❖ Participated on planning committee for first Minority Health Conference for Women
- ❖ As Board Chair for the New Hampshire Minority Health Coalition, led Board of Directors and Management team through search process to hire new executive director for the organization.
- ❖ Participates with state and local agencies on health related strategic planning processes.

PROFESSIONAL AND COMMUNITY AFFILIATIONS

- ❖ Southern NH Health Solutions Hospital Board, 2021 – present
- ❖ NH Opioid Trust Fund Commission, 2021 - present
- ❖ NH Overdose Fatality Commission, 2021- present
- ❖ Governor's COVID-19 Equity Task Force 2021
- ❖ NH Charitable Foundation Regional Advisory Board Member, 2018-Present
- ❖ NH Childrens Health Foundation Board Member, 2018- Present
- ❖ NH Public Health Association, 2014-present
 - ❖ Board Member 2011-2017
- ❖ Investing in Communities Initiatives, 2014-2016
 - ❖ Steering Committee
- ❖ Rivier University Committees
 - ❖ Rivier Nursing Advisory Committee – 2016 – present
 - ❖ Rivier Public Health Advisory Committee – 2017 – present
 - ❖ Faculty Development, Workload & Compensation Committee, 2014 - 2016
 - ❖ Presidents Diversity Council, 2014 - 2016
 - ❖ Co-Chair, Faculty Development Committee, 2011 - 2014
 - ❖ Division of Nursing Curriculum Review Committee, 2013 – 2016
 - ❖ Division of Nursing Admission Committee, 2012 - 2016
 - ❖ Division of Nursing Co-Chair, Wellness Connection, 2012 - 2016
 - ❖ Division of Nursing Co-Chair, Research Ad-Hoc Committee, 2012 - 2016
- ❖ NH Nurses Association, 2012-present
 - ❖ President, 2016 -2018
 - ❖ President Elect, 2014 – 2016
 - ❖ Commission of Government Affairs Chair, 2013-2014
 - ❖ Association of Public Health Nurses (Formerly ASTDN), 2012 – 2015
 - ❖ Member 2022
 - ❖ Director-at-Large

Client#: 1664199

CITYNASH3

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/19/2022

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

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


PRODUCER USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123		CONTACT NAME: Maria Nixon PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 781-376-5035 E-MAIL ADDRESS: Maria.Nixon@usi.com	
INSURED City of Nashua Risk Management Department 229 Main Street; Nashua, NH 03061		INSURER(S) AFFORDING COVERAGE INSURER A: American Alternative Insurance Corp 19720 INSURER B: Safety National Casualty Corp 15105 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		N1A2RL000000515	07/01/2021	07/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ RETENTION \$300,000 COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ RETENTION \$300,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		N1A2RL000000515	07/01/2021	07/01/2022	RETENTION \$300,000 EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		N1A2UM000000515	07/01/2021	07/01/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	SP4065115	07/01/2021	07/01/2022	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Grant: Regional Public Health Network RFA2023-DPHS-02-REGIO

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

Client#: 1664199

CITYNASH3

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/19/2022

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PRODUCER USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123		CONTACT NAME: Maria Nixon PHONE (A/C, No, Ext): 855 874-0123 E-MAIL ADDRESS: Maria.Nixon@usi.com FAX (A/C, No): 781-376-5035	
INSURED City of Nashua Risk Management Department 229 Main Street; Nashua, NH 03061		INSURER(S) AFFORDING COVERAGE INSURER A: American Alternative Insurance Corp 19720 INSURER B: Safety National Casualty Corp 15105 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

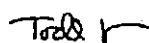
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SP4065115	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Grant: Regional Public Health Network RFA2023-DPHS-02-REGIO

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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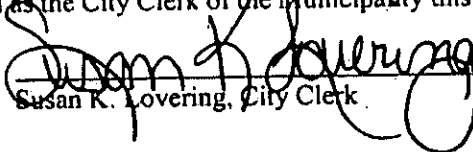
CERTIFICATION OF MUNICIPALITY

I, Susan K. Lovering, City Clerk of the City of Nashua, County of Hillsborough, State of New Hampshire, do hereby certify that:

1. I am the duly appointed City Clerk for the City of Nashua, NH;
2. I maintain and have custody of and am familiar with the seal and minute books of the municipality;
3. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
4. That James W. Donchess was elected Mayor, by the voters of the City of Nashua, at the Municipal Election held on November 5, 2019;
5. The attached is a true copy of City Charter Section 45 which identifies the Mayor as the chief administrative officer and head of the administrative branch of city government. As such, the mayor supervises the administrative affairs of the city, carries out the policies enacted by the Board of Aldermen, and performs those duties prescribed by resolution or ordinance of the Board of Aldermen.
6. The foregoing charter provision, approved by the voters of Nashua, is in full force and effect, unamended, as of the date hereof; and
7. The following persons lawfully occupy the office(s) indicated below:
 - James W. Donchess, Mayor
 - Steven Bolton, Corporation Counsel
 - John Griffin, Chief Financial Officer/Tax Collector/Treasurer
 - Susan K. Lovering, City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the Municipality this 17th day of June, 2022.

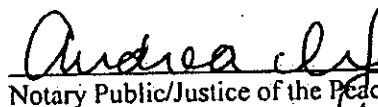
Attest:

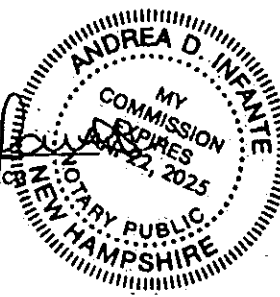

 Susan K. Lovering, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 17th day of June, 2022, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me, to be the City Clerk of the municipality identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

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


 Notary Public/Justice of the Peace



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

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