ARC

17

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

Lori A. Weaver
Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 8, 2023

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

## REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** contract with City of Manchester (VC#177433-B-009), Manchester, NH, in the amount of $1,134,000 for clinical testing for infectious diseases and child lead exposure, case management services, and outreach education programs to prevent and control infectious diseases and child exposure, with the option to renew for up to two (2) additional years, effective January 1, 2024, upon Governor and Council approval, through December 31, 2027. 81% Federal Funds. 14% General Funds. 5% Other Funds (Lead Poisoning Prevention Fund).

Funds are available in the following accounts for State Fiscal Years 2024 and 2025 and are anticipated to be available in State Fiscal Year 2026, 2027, and 2028, 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

This request is **Sole Source** because the Contractor is the only contractor able to provide the necessary services in the Greater Manchester Area. The City of Manchester is one of two local municipality public health entities with the legal authority and infrastructure necessary to provide these services and mitigate public health hazards. A contract with the City of Nashua will be presented for Governor and Council approval at a later day.

The purpose of this contract is to detect, treat, and prevent the spread of infectious diseases, including tuberculosis, human immunodeficiency virus (HIV), sexually transmitted infections (STIs), hepatitis C virus (HCV), and other vaccine preventable diseases through the provision of direct patient care services, outreach activities through community partnerships, and the development of preparedness plans for management disease outbreaks. The Contractor will provide resources for screening, nurse case management, and education programs relative to lead exposure in children 72 months of age and younger.

Approximately 2,500 individuals will be served annually.

The Department will monitor services by ensuring:

- At least 90% of clients with pulmonary tuberculosis complete treatment by Direct Observational Therapy (DOT) within twelve (12) months of treatment.
- 95% of newly identified HCV positive cases receive a referral to HCV medical care within thirty (30) days of the positive test result.
- 95% of clients with elevated blood lead levels of 5.0 micrograms per deciliter or higher enter into nurse case management services within thirty (30) days of being identified.
- Less than 5% vaccine waste as it relates to the Vaccines for Children (VFC) program and Section 317 Immunization Program.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 3.3. of the attached agreement, the parties have the option to extend the agreement for up two (2) 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 critical public health activities may not be completed in a timely manner, which may lead to an increased number of related infectious disease cases in the State.

Source of Federal Funds: Assistance Listing Number #93.268 FAIN #NH23IP922595; Assistance Listing Number #93.940 FAIN #NU62PSP924538; Assistance Listing Number #93.977, FAIN #NH25PS005159; Assistance Listing Number #93.197 FAIN #NUE2EH001457.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
Infectious Disease and Prevention Services

CITY OF MANCHESTER:

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

| State Fiscal Year | Class / Account | Class Title | Job Number | Amount |
|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst Relief | 90023320 | 41,814 |
| 2024 | 074-500589 | Grants for Pub Asst Relief | 90023011 | 3,186 |
| 2025 | 074-500589 | Grants for Pub Asst Relief | 90023320 | 83,627 |
| 2025 | 074-500589 | Grants for Pub Asst Relief | 90023011 | 6,373 |
| 2026 | 074-500589 | Grants for Pub Asst Relief | 90023320 | 83,627 |
| 2026 | 074-500589 | Grants for Pub Asst Relief | 90023011 | 6,373 |
| 2027 | 074-500589 | Grants for Pub Asst Relief | 90023320 | 83,627 |
| 2027 | 074-500589 | Grants for Pub Asst Relief | 90023011 | 6,373 |
| 2028 | 074-500589 | Grants for Pub Asst Relief | 90023320 | 41,814 |
| 2028 | 074-500589 | Grants for Pub Asst Relief | 90023011 | 3,186 |
| | | | *Subtotal* | *360,000* |

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

| State Fiscal Year | Class / Account | Class Title | Job Number | Amount |
|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst Relief | 90024000 | 50,000 |
| 2024 | 074-500589 | Grants for Pub Asst Relief | 90025000 | 8,000 |
| 2025 | 074-500589 | Grants for Pub Asst Relief | 90024000 | 100,000 |
| 2025 | 074-500589 | Grants for Pub Asst Relief | 90025000 | 16,000 |
| 2026 | 074-500589 | Grants for Pub Asst Relief | 90024000 | 100,000 |
| 2026 | 074-500589 | Grants for Pub Asst Relief | 90025000 | 16,000 |
| 2027 | 074-500589 | Grants for Pub Asst Relief | 90024000 | 100,000 |
| 2027 | 074-500589 | Grants for Pub Asst Relief | 90025000 | 16,000 |
| 2028 | 074-500589 | Grants for Pub Asst Relief | 90024000 | 50,000 |
| 2028 | 074-500589 | Grants for Pub Asst Relief | 90025000 | 8,000 |
| | | | *Subtotal* | *464,000* |

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

| State Fiscal Year | Class / Account | Class Title | Job Number | Amount |
|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for Prog Svs | 90020006 | 17,500 |
| 2025 | 102-500731 | Contracts for Prog Svs | 90020006 | 35,000 |
| 2026 | 102-500731 | Contracts for Prog Svs | 90020006 | 35,000 |
| 2027 | 102-500731 | Contracts for Prog Svs | 90020006 | 35,000 |
| 2028 | 102-500731 | Contracts for Prog Svs | 90020006 | 17,500 |
| | | | *Subtotal* | *140,000* |

05-95-90-901510-7964 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF PREVENTION SERVICES, LEAD PREVENTION

| State Fiscal Year | Class / Account | Class Title | Job Number | Amount |
|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for Prog Svs | 90036000 | 20,000 |
| 2025 | 102-500731 | Contracts for Prog Svs | 90036000 | 40,000 |
| 2026 | 102-500731 | Contracts for Prog Svs | 90036000 | 40,000 |
| 2027 | 102-500731 | Contracts for Prog Svs | 90036000 | 40,000 |
| 2028 | 102-500731 | Contracts for Prog Svs | 90036000 | 20,000 |
| | | | *Subtotal* | *160,000* |

05-95-90-902510-1956 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION COVID-19

| State Fiscal Year | Class / Account | Class Title | Job Number | Current Budget Amount |
|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for Prog Svs | 90023210 | 10,000 |
| | | | *Subtotal* | *10,000* |

| | |
|---|---|
| TOTAL MANCHESTER | 1,134,000 |

**FORM NUMBER P-37 (version 2/23/2023)**

**Subject:** SS-2024-DPHS-03-INFEC-02 Infectious Disease and Prevention Services

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<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>City of Manchester | | 1.4 Contractor Address<br>1528 Elm Street<br>Manchester, NH 03101 | |
| 1.5 Contractor Phone Number<br>603-624-6466 | 1.6 Account Unit and Class<br>See attachment | 1.7 Completion Date<br>December 31, 2027 | 1.8 Price Limitation<br>$1,134,000 |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>Joyce Craig Date: 11/29/23 | | 1.12 Name and Title of Contractor Signatory<br>Joyce Craig, Mayor | |
| 1.13 State Agency Signature<br>DocuSigned by:<br>Patricia M. Tilley<br>846FB39F5...<br>Date: 12/1/2023 | | 1.14 Name and Title of State Agency Signatory<br>Patricia M. Tilley Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | | Director, On: | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: DocuSigned by:<br>Robyn Guarino<br>...<br>On: 12/1/2023 | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: | | G&C Meeting Date: | |



Contractor Initials JC
Date 11/21/23

**SS-2024-DPHS-03-INFEC-01 & SS-2024-DPHS-03-INFEC-01**

**Attachment to Box 1.6 of P-37**

**Accounting Units and Class**

05-95-090-902510-5178-074

05-95-090-902510-7536-074

05-95-090-902510-5170-102

05-95-090-901510-7964-102

05-95-090-902510-1956-102

**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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.



Contractor Initials JC
Date 11/28/23

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

**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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.



Contractor Initials

Date 11/21/23

**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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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.



Contractor Initials
Date 1/24/23

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

# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on January 1, 2024, upon Governor and Council approval. ("Effective Date").

1.2. 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 to two (2) 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.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. 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.

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

# EXHIBIT B

## Scope of Services

### 1. Statement of Work

1.1. The Contractor must provide the following services in this Agreement:

1.1.1. Tuberculosis prevention and control services;

1.1.2. Immunizations;

1.1.3. COVID-19 vaccine engagement strategies;

1.1.4. Sexually Transmitted Disease/Infection (STD/STI), Human Immunodeficiency Virus (HIV) and Hepatitis C Virus (HCV) clinical services, and HIV/HCV priority testing; and

1.1.5. Lead Poisoning Care Coordination and Case Management.

1.2. The Contractor must ensure Tuberculosis prevention and control services, immunizations, COVID-19 vaccine engagement strategies, Sexually Transmitted Disease/Infection (STD/STI), Human Immunodeficiency Virus (HIV) and Hepatitis C Virus (HCV) clinical services, and HIV/HCV priority testing, are available in the City of Manchester, NH.

1.3. The Contractor must ensure services for lead poisoning care, coordination and case management are available in the City of Manchester, and the towns of Auburn, Goffstown, and Pinardville.

1.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.

1.5. For the purposes of this Agreement, all references to business hours means Monday through Friday from 8am to 4pm.

1.6. Provisions Applicable to All Services:

1.6.1. The Contractor must ensure a team or person authorized by the Department periodically reviews the Contractor's systems of governance, administration, data collection and submission process, clinical, and financial management to ensure systems are adequate to provide contracted services.

1.6.2. The Contractor must ensure that on-site reviews include client record reviews to measure compliance with this Agreement.

1.6.3. On-site reviews may be waived or abbreviated at the discretion of the Department.

1.6.4. Notwithstanding Paragraphs 8 and 9 in the General Provisions Form P-37, the Contractor may be subject to a Corrective Action Plan (CAP) for failure to meet performance measures or reporting requirements.

1.7. Tuberculosis

1.7.1. The Contractor must provide Tuberculosis (TB) prevention and control services.

1.7.2. The Contractor must ensure services align with the three (3) key national priorities for TB services, which are:

1.7.2.1. Prompt identification and treatment of active TB disease;

1.7.2.2. Identification, testing, and treatment of individuals who have been exposed to active disease and targeted testing; and

1.7.2.3. Screening, testing, and treatment of identified persons or populations at high risk for latent TB infection (LTBI).

1.7.3. Evaluation refers to a visit or telephone encounter with a public health nurse; and if needed, referral for the following services, which includes, but is not limited to:

1.7.3.1. Collection and testing of sputas, as applicable;

1.7.3.2. Planting and reading a TST or drawing an IGRA; and

1.7.3.3. Medical evaluation to include a chest x-ray as indicated by provider.

1.7.4. The Department TB/Refugee Health Coordinator is responsible for providing a process guide to ensure consistent application of appropriate steps in the evaluation process, as defined in Section 1.7.3, above.

1.7.5. Required Tuberculosis Activities and Deliverables

1.7.5.1. Case Management Activities

1.7.5.1.1. The Contractor must provide case management for individuals with active Tuberculosis (TB) and High Risk Latent Tuberculosis Infection (LTBI), such as contacts to an active case or Class B1 arrivals, until an appropriate treatment regimen is completed. The Contractor must:

1.7.5.1.1.1. Monitor for adherence and adverse reactions to the prescribed treatment by visiting clients monthly, at a minimum.

1.7.5.1.1.2. Supervise isolation of individuals with infectious TB disease when ordered by the Department.

1.7.5.1.1.3. Ensure an isolate is received by the NH PHL from the reference lab which conducted the testing if TB testing is not conducted through the New Hampshire Public Health Lab (NH PHL).

1.7.5.1.1.4. Conduct contact investigations within ten (10) business days of initiating case management services to identify all exposed individuals.

1.7.5.1.1.5. Arrange for tuberculin skin testing (TST) or Interferon Gamma Release Assay (IGRA) testing of identified contacts.

1.7.5.1.1.6. Ensure appropriate treatment is prescribed and HIV testing is recommended and facilitated.

1.7.5.1.1.7. Provide or facilitate Directly Observed Therapy (DOT) for all individuals with TB disease as well as individuals with High-Risk LTBI who are prescribed 3HP (Isoniazid and Rifapentine once a week for 12 weeks).

1.7.5.2. Screening Activities- Populations of Focus

1.7.5.2.1. The Contractor must provide targeted screening of high-risk groups identified by

the CDC or the State TB/Refugee Health Coordinator.

1.7.5.2.2. The Contractor must ensure screening and/or testing is either provided by:

1.7.5.2.2.1. The Contractor; or

1.7.5.2.2.2. Working with the medical home (client's home) or medical office of their local New Americans, who are individuals new to the United States, arriving as refugees or immigrants.

1.7.5.2.3. The Contractor must ensure testing is targeted to high-risk populations, as identified by the CDC or State TB/Refugee Health Coordinator, which includes, but is not limited to:

1.7.5.2.3.1. Individuals who have had contact to a recent active case of pulmonary TB.

1.7.5.2.3.2. Immigrants with Class B medical status upon arrival to the US, as defined by the U.S. Department of Health and Human Services, and

1.7.5.2.3.3. New Americans with TB screening requirements set forth by CDC.

1.7.5.3. Screening Activities- Scope

1.7.5.3.1. The Contractor must ensure all individuals arriving to the United States with a Class B status receive a tuberculin skin test (TST) and symptom screening within ten (10) business days of case creation.

1.7.5.3.2. The Contractor must inform medical providers of the need to comply with the US Immigration and Customs Enforcement (ICE) standard for individuals arriving to the US with a Class B1, B2, and B3 status which requires immigrants receive medical

evaluations within thirty (30) days of arrival.

1.7.5.3.3. The Contractor must ensure LTBI screening via a TST or IGRA is offered to all New Americans arriving as refugees within thirty (30) days of arrival. The Contractor must provide testing; or work with the medical home (client's home) or local medical office of the New Americans to ensure that testing is provided.

1.7.5.3.4. The Contractor must ensure New Americans who have positive TSTs or IGRAs are evaluated and recommendations for LTBI treatment are made to the medical providers. This may be accomplished by the Contractor or by working with the individual's medical home.

1.7.5.3.5. The Contractor must ensure all others identified as high risk are provided with a screening test, as indicated.

1.7.5.3.6. The Contractor must conduct an investigation on all TST or IGRA positive children less than five (5) years of age to identify source case.

1.7.5.3.7. The Contractor must ensure all individuals who are close contacts and begin LTBI treatment also receive a recommendation for HIV treatment.

1.7.5.3.8. The Contractor must document a medical diagnosis for LTBI contacts within sixty (60) days of the start of treatment.

1.7.5.3.9. The Contractor must report contacts to the Active TB cases who are diagnosed with LTBI to the State TB/Refugee Health Coordinator or designee. .

1.8. Immunizations

1.8.1. The Contractor must:

1.8.1.1. Assist in increasing vaccination coverage of children, adolescents and adults by creating a strategy for

improvement in the geographic area covered.

1.8.1.2. Ensure proper storage, handling, administration and documentation of immunizations in accordance with state and federal guidelines.

1.8.1.3. Adhere to requirements specified in vaccination provider agreements.

1.8.1.4. Promote the use of NH Immunization Information System (NHIIS) internally and externally with other vaccine stake holders.

1.8.1.5. Utilize and leverage data systems, including the NHIIS, to identify areas of low vaccination uptake in order to focus efforts on promoting vaccination and reducing barriers to receiving vaccinations.

1.8.2. Required Immunization Activities and Deliverables

1.8.2.1. The Contractor must increase the number of children, adolescents and adults who are immunized as recommended by the Advisory Committee on Immunization Practice (ACIP) and the Department by aligning the health care delivery system with community and public health services, which includes but is not limited to:

1.8.2.1.1. Coordinating with public and private medical offices to ensure all populations have access to immunization.

1.8.2.1.2. Developing promotional and educational campaigns to increase vaccine confidence and uptake of immunizations.

1.8.2.1.3. Administering vaccines available through the New Hampshire Immunization Program to uninsured individuals, while considering implementation of a system to capture reimbursement.

1.8.2.1.4. Increasing the number of influenza immunization clinics in city schools.

1.8.2.1.5. Promoting use of NHIIS within the Contractor's organization and externally with other vaccine stakeholders.

1.8.2.1.6. Utilizing and leveraging data systems, including the NHIIS, to identify areas of low

vaccination uptake in order to focus efforts to promote vaccination and reduce barriers to receipt of vaccination.

1.8.2.2. The Contractor must assess provider offices to ensure the CDC and the Department standards are met and to ensure immunizations are provided as recommended by ACIP and the Department. The Contractor must ensure:

1.8.2.2.1. Staff assigned to provider visits attend annual trainings offered by the Immunization Section.

1.8.2.2.2. A minimum of two (2) clinical staff attend the NH Immunization Conference and training required to maintain current knowledge of Vaccine for Children policies, childcare assessment strategies and technology.

1.8.2.2.3. Completion of visit and assessment of up to 50% of the enrolled local vaccine providers using the CDC/Immunization Section tools and guidelines.

1.8.2.2.4. A report is submitted to the Immunization Section within seven (7) days of each visit.

1.8.2.2.5. Staff distribute vaccination education materials to medical providers, staff and clients, which include information relative to the benefits and risks of immunizations.

1.8.2.3. The Contractor must purchase vaccines in accordance with Senate Bill 115 (SB 115).

1.8.2.4. The Contractor must work toward a 97% up-to-date vaccination rate for students enrolled in public schools

1.8.2.5. The Contractor must educate a minimum of ten (10) childcare providers annually using Immunization Section developed tools and guidelines and report results of the visits to the Department as visits are completed.

1.9. COVID-19 Vaccines

1.9.1. The Contractor must 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 must:

1.9.1.1. Collaborate with community liaison collaborators to increase the knowledge of COVID-19 vaccinations among the target populations.

1.9.1.2. Conduct outreach to populations, including, but not limited to, those who:

1.9.1.2.1. Experienced disproportionately high rates of COVID-19 and related deaths.

1.9.1.2.2. Have high rates of underlying health conditions that place them at greater risk for severe COVID-19 as determined by the Centers for Disease Control and Prevention (CDC).

1.9.1.2.3. Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical barriers and health system barriers.

1.9.1.2.4. Are likely to have low acceptance of or confidence in COVID-19 vaccines.

1.9.1.2.5. Have a history of mistrust in health authorities or the medical establishment.

1.9.1.2.6. Are not well-known to health authorities or have not traditionally been the focus of immunization programs.

1.9.1.3. Conduct outreach to assess individuals' readiness to receive a vaccination.

1.9.1.4. Increase COVID-19 vaccine confidence among the populations listed in Subsection 1.9.1.2., above by:

1.9.1.4.1. Addressing and monitoring vaccine misinformation on social media.

1.9.1.4.2. Developing and distributing messaging in multiple languages and communication access methods, including, but not limited to:

1.9.1.4.2.1. Videos.

1.9.1.4.2.2. Audio.

1.9.1.4.2.3. Print materials.

1.9.1.4.2.4. Social media campaigns featuring a diverse array of

community leaders, outreach staff, and other respected, non-medical practitioners.

1.9.2. The Contractor must reduce access barriers to COVID-19 vaccination within their communities. The Contractor must:

1.9.2.1. Collaborte with the Department and other stakeholders to ensure COVID-19 vaccination to uninsured adults.

1.9.2.2. Continue to participate in the VFC program to ensure COVI-19 vaccination for all eligible children.

1.9.2.3. Collaborate with local stakeholders to ensure equitable distribution of COVID-19 vaccine especially for the target populations listed in Subsection 1.9.1.2.

1.9.2.4. Ensure clinic location and hours of operation at vaccine sites are adjusted to meet the needs of the target population.

1.9.2.5. Ensure barriers to receipt of vaccination services are addressed through the provision of supportive services, including but not limited to, providing translation services and communicatin access services to individuals who need assistance with accessing vaccination services.

1.10. STD/STI/HIV/HCV Clinical Services and HIV/HCV Priority Testing

1.10.1. The Contractor must provide STD/STI testing and treatment, HIV and HCV counseling, testing, and referral and STD/STI/HIV partner services support.

1.10.2. The Contractor must develop a work plan within thirty (30) days of the Effective Date of this Agreement addressing the increased risks associated with STD/STIs in the Contractor's community and/or service area, including but not limited to chlamydia, gonorrhea, syphilis, HIV, and HCV.

1.10.2.1. The Contractor must submit the work plan of activities appropriate for the community and/or service area for Department approval. Potential activities must include but are not limited to:

1.10.2.1.1. Expanding STI/STD, HIV, and HCV screening efforts, especially for the communities who are disproportionally impacted by these diseases.

1.10.2.1.2. Enhancing existing community health worker outreach including individuals with lived experiences from the communities served.

1.10.2.1.3. Enhancing measures for cluster detection and response.

1.10.2.1.4. Participating in the NH HIV Planning Group (HPG) as well as any subcommittees of the HPG.

1.10.3. Required STD/STI, HIV, and HCV Activities and Deliverables

1.10.3.1. The Contractor must provide clinical testing, outreach and educational services in the Greater Manchester area to prevent and control STD/STIs, HIV, and HCV.

1.10.3.2. The Contractor must provide the following STD/STI/HIV/HCV clinical services including, but not limited to:

1.10.3.2.1. HIV and HCV counseling and referral services.

1.10.3.2.2. HIV testing utilizing antigen/antibody testing technology for those individuals who meet criteria and Clinical Laboratory Improvement Amendments (CLIA)-waived rapid point of care testing technology for all others in accordance with CDC treatment guidelines.

1.10.3.2.3. HCV testing utilizing CLIA-waived rapid test technology for people who meet criteria in accordance with CDC screening and testing guidelines or criteria identified by NH DPHS.

1.10.3.2.4. Submitting specimens to the NH Public Health Laboratories (NH PHL) for RNA testing for all individuals who test positive for HCV.

1.10.3.2.5. Providing no-cost STD/STI, HIV, and HCV testing based on Bureau of Infectious Disease Control (BIDC) criteria.

1.10.3.2.6. Providing active referrals to HIV pre-exposure and/or post-exposure

prophylaxis for clients who meet eligbility criteria as outlined by BIDC, using a reasonable fee scale for the office visit and screening.

1.10.3.3. The Contractor must establish an annual reasonable fee scale for individuals who are not eligible for no-cost services based on BIDC criteria that includes itemized costs for an office visit and screening for each of the following: HIV, HCV, syphilis, gonorrhea, and chlamydia.

1.10.3.4. The Contractor must update an annual protocol outlining how the Contractor will procure, store, dispense and track STD/STI medication according to CDC and state guidelines.

1.10.3.5. The Contractor must provide HIV/HCV testing activities that include, but are not limited to:

1.10.3.5.1. Proving voluntary confidential HIV counseling, testing and referral services utilizing current laboratory testing technology and CLIA-waived rapid point-of-care testing technology in accordance with CDC guidelines and for priority populations as identified by BIDC.

1.10.3.5.2. Providing voluntary confidential HCV counseling, testing and referral services using CLIA-waived rapid testing technology in accordance with CDC guidelines and for priority populations as identified by CDC and BIDC.

1.10.3.5.3. Providing voluntary and confidential STD/STI testing and treatment services in accordance with CDC guidelines for priority populations as identified by BIDC. Performing an annual internal review of the agency's recruitment plan detailing how the agency will access and engage identified priority populations, including but not limited to the use of community health workers.

1.10.3.6. The Contractor must provide follow-up for STD/STI/HIV/HCV clinical services and HIV/HCV targeted testing activities, which include but are not

limited to:

1.10.3.6.1. Notifying BIDC of all reactive rapid or positive HIV screening test results no later than 12:00 PM the following business day.

1.10.3.6.2. Submitting specimens for confirmatory testing to NH PHL for all reactive or positive HIV screening test results.

1.10.3.6.3. Submitting specimens to NH PHL for RNA testing for all positive CLIA-waived rapid point of care HCV test results.

1.10.3.6.4. Submitting specimens to NH PHL for test processing for all clients who qualify for no-cost testing.

1.10.3.6.5. Submitting all specimens to the NH PHL within seventy-two (72) hours of collection.

1.10.3.6.6. Ensuring all clients with a positive STD/STI test are treated in accordance with current CDC STI Treatment Guidelines.

1.10.3.6.7. Ensuring all clients who present with exposure to an STD/STI are tested and treated in accordance with current CDC STI Treatment Guidelines.

1.10.3.6.8. Conducting client interview and partner services including, but not limited to, collecting condition-specific required variables as defined by BIDC, for all clients with a definitive STD/STI and/or HIV diagnosis.

1.10.3.6.9. Ensuring that each member of staff investigating STD/STI and/or HIV cases attends training, when offered, related to the operation of BIDC's disease surveillance database.

1.10.3.6.10. Transmitting BIDC-defined required client treatment and investigation variables to BIDC no later than 4:00pm on the following business day. Once staff are trained on BIDC disease surveillance database, electronic data entry will be the primary method of transmission of this information.

Until that time, information must be transmitted to BIDC via fax.

1.10.3.6.11. The Contractor must conduct partner elicitation and partner notification as outlined in current CDC STI Treatment Guidelines for each client presenting to the clinic with diagnosed gonorrhea, syphilis, HIV, or other reportable STI as defined by BIDC.

1.10.3.6.12. Partner services information shall be transmitted to BIDC no later than 4:00pm on the following business day.

1.10.3.6.13. Once staff is trained on BIDC disease surveillance database, electronic data entry will be the primary method of transmission of this information. Until that time, information shall be transmitted to BIDC via fax.

1.10.3.6.14. Ensure all Vendor staff members providing STD/STI, HIV and HCV test results and conducting partner elicitation and notification complete the Disease Intervention Specialist training or equivalent as identified and/or approved by BIDC.

1.10.3.6.15. In the event of a cluster or outbreak of STD/STI/HIV, assist BIDC in conducting STI/HIV investigations within the Vendor's service area in accordance with BIDC disease investigation standards and protocols.

1.10.3.7. Perform an annual review of the following:

1.10.3.7.1. Protocol for referring HIV positive clients into medical care, including, but not limited to, ensuring and documenting client attendance at their first medical appointment with an HIV medical care provider.

1.10.3.7.2. Protocol for referring HCV antibody positive clients into medical care, including but not limited to:

1.10.3.7.2.1. Documenting referral to an HCV care provider and extending standing offer to assist with linkage to HCV care if the client is unable to accept current medical services.

1.10.3.7.2.2. Documenting referral of HCV antibody positive clients not receiving a RNA test on site to an appropriate provider for HCV RNA testing.

1.10.3.7.2.3. Protocol of screening process to ensure services are provided to priority populations defined by CDC and BIDC guidance.

1.10.3.7.2.4. Procedure outlining how the Contractor will procure, store, dispense and tract STD/STI medication according to CDC and state guidelines.

1.10.3.7.2.5. Recruitment plan detailing how the Contractor will access and engage the identified priority populations.

1.10.4. Additional Requirements for HIV/HCV/STD/STI Activities

1.10.4.1. The Contractor must submit a work plan and associated budgets to the Department for approval within sixty (60) days of the Agreement Effective Date for the efforts to address increased risks associated with STDs/STIs, including but not limited to, chlamydia, gonorrhea, syphilis, HIV, and HCV in the Vendor's community and/or service area.

1.10.4.2. The Contractor must enhance measures for cluster detection and response.

1.10.4.3. The Contractor must identify means for active participation in the NH HIV Planning Group (HPG), as

well as any subcommittees of the HPG.

1.11. Lead Poisoning Care Coordination and Case Management

1.11.1. The Contractor must provide lead poisoning care coordination and case management services to individuals on behalf of the Department's Division of Public Health Services (DPHS), Bureau of Public Health Protection, Healthy Homes and Environmental Section, Healthy Homes and Lead Poisoning Prevention Program (HHLPPP).

1.11.2. The Contractor must provide three (3) key services that include:

1.11.2.1. Parent notification letters;

1.11.2.2. Property owner notifications letters; and

1.11.2.3. Nurse case management services for children with elevated blood lead levels 5 micrograms per deciliter (mcg/dL) or higher.

1.11.3. Required Care Coordination and Case Management Activities

1.11.3.1. The Contractor must provide care coordination and nurse case management services for children 72 months of age or younger with elevated blood levels 3 mcg/dL or higher, who live in the City of Manchester, and the towns of Goffstown, Pinardville, and Auburn. The Contractor must ensure services include:

1.11.3.1.1. Providing parent and property owner notification letters;

1.11.3.1.2. Providing education; and

1.11.3.1.3. Providing case management and referral services.

1.11.3.2. The Contractor must ensure all children 72 months of age and younger with elevated blood lead levels above the action limit will receive case management services.

1.11.3.3. The Contractor must ensure all parents and /or guardians of children 72 months of age and younger with elevated blood lead levels between 3-4.9 micrograms per deciliter receive notification letters that include education and outreach services.

1.11.3.4. The Contractor must ensure all property owners identified where children 72 months of age and younger with elevated blood lead levels between 3-4.9 micrograms per deciliter reside receive notification

letters that include education and outreach services.

1.11.3.5. The Contractor must utilize HHLPSS for tracking and documenting all care coordination, case management, and referral activities.

1.11.3.6. The Contractor must participate in quarterly Nurse Case Management meetings coordinated by the HHLPPP to:

1.11.3.6.1. Review protocols;

1.11.3.6.2. Review caseloads;

1.11.3.6.3. Discuss logistics; and

1.11.3.6.4. Identify and remove barriers to successful case management.

1.11.3.7. The Contractor must ensure all transfers including Personal Health Information (PHI), Personal Identifiable Information (PII) or confidential information between the Department and the Contractor is made either through a secure File Transfer Protocol (sFTP), encrypted email or through the CDC HHLPSS Surveillance System.

1.11.4. Parent Notification

1.11.4.1. The Contractor must provide notification and education to all parents of children 72 months of age or younger with elevated blood levels between 3 to 4.9 mcg/dL capillary or venous testing in accordance with NH RSA 130-A:6-b Parent Notification, Lead Paint Poisoning Prevention and Control.

1.11.5. Property Owner Notification

1.11.5.1. The Contractor must provide notification and education to owners of dwelling units where children 72 months of age or younger reside that have elevated venous blood lead levels between 3 to 4.9 mcg/dL in accordance with NH RSA 130-A:6a Property Owner Notification, Lead Paint Poisoning Prevention and Control.

1.11.6. Nurse Case Management

1.11.6.1. The Contractor must provide Nurse Case Management services for children 72 months or younger with an elevated venous blood lead level 5.0 mcg/dL or higher, in accordance with the most current version of the HHLPPP Best Practices in Lead Case Management for Public Health Nurses document and current version of

the Child Medical Management Quick Guide for Lead Testing and Treatment.

1.11.6.2. The Contractor must ensure all Nurse Case Management services are provided by a Registered Nurse (RN) or Licensed Practical Nurse (LPN), or under the direction of an RN, certified Medical Assistant (MA), or licensed physician.

1.11.6.3. The Contractor must provide in-home or telephonic Nurse Case Management services in accordance with the most current version of Best Practices in Lead Case Management for Public Health Nurses document for children 72 months and younger, with elevated venous blood lead levels 5.0 mcg/dL or higher.

1.11.6.4. The Contractor must ensure children 72 months and younger with elevated venous blood lead levels 15 mcg/dL or higher receive an in-home visit as part of their case management services.

1.11.6.5. The Contractor must make a referral to the HHLPPP Environmentalist for an in-home investigation for children 72 months of age or younger that have an elevated venous blood lead level 5 mcg/dL or higher within seven (7) days of obtaining an elevated blood lead report.

1.11.6.6. The Contractor must work with families of children 72 months of age or younger with elevated venous blood lead level 5.0 mcg/dL or higher to successfully link families to Women, Infant and Children's (WIC) Nutrition Program services.

1.11.6.7. The Contractor must work with families of children 72 months of age or younger with elevated venous blood lead levels 5.0 mcg/dL or higher to successfully link families to Early Intervention Services (EIS).

1.11.6.8. The Contractor must report to the HHLPPP quarterly, which families have been referred to WIC and EIS and which referrals were successfully linked to services.

1.11.7. Staffing

1.11.7.1. The Contractor must notify the HHLPPP in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to delivering the scope of services is hired to work in the program,

ensuring a resume of the employee accompanies the notification.

1.11.7.2. The Contractor must notify the HHLPPP in writing if the position of public health nurse is vacant for more than one (1) month.

1.11.7.3. The Contractor must notify the HHLPPP in writing if at any time the site funded under this agreement does not have adequate staffing to perform all required series for more than one (1) month.

**1.12. Reporting**

1.12.1. Tuberculosis

1.12.1.1. Active TB Cases

1.12.1.1.1. The Contractor must notify the State TB/Refugee Health Coordinator or designee of all suspect active and active TB cases via email within one (1) business day of initial report.

1.12.1.1.2. The Contractor must confirm active cases and clinically treated cases will have template updates weekly for the first month of treatment and at least monthly thereafter for the duration of treatment.

1.12.1.1.3. The Contractor must ensure the Report of Verified Case of TB (RVCT) is routinely updated during the course of treatment with updates occurring at least monthly.

1.12.1.1.4. The Contractor must ensure susceptinility report are received within 8 weeks of collection and an isolate is sent to the NH PHL.

1.12.1.1.5. The Contractor must ensure the final RVCT is completed within thirty (30) days of discharge regardless of residence location.

1.12.1.1.6. The Contractor must document any updated case information and notes into the state surveillance system within twenty-four (24) hours.

1.12.1.2. Treatment and Monitoring Standards

1.12.1.2.1. The Contractor must notify the State TB/Refuge Health Coordinator or designee of all suspected active and active TB cases via email within one (1) business day of initial report.

1.12.1.2.1.1. The Contractor must ensure all confirmed, active cases and clinically treated cases have template updates weekly for the first month of treatment and at least monthly thereafter for the duration of treatment.

1.12.1.2.2. The Contractor must provide treatment and monitoring of treatment utilizing the guidance of the CDC and the State TB/Refugee Health Coordinator, which must include, but not is limited to:

1.12.1.2.2.1. Evaluating each client and his/her environment to determine the most appropriate person(s) to provide Direct Observation Therapy (DOT).

1.12.1.2.2.2. Providing the client's medical provider with the current CDC and/or American Thoracic Society Guidelines for baseline and ongoing laboratory testing, vision and hearing screening.

1.12.1.2.2.3. Arranging treatment for all eligible LTBI clients who have a Class B status upon arrival to the US and assure completion of treatment according to clinical guidelines.

1.12.1.2.2.4. Providing consultation to medical providers

regarding treatment recommendation(s) for all high-risk groups.

1.12.1.2.2.5. Providing treatment recommendations such as medication adherence.

1.12.1.2.2.6. Ensuring telephone contact is made with the active or suspect active clients within twenty-four (24) hours of identification.

1.12.1.2.2.7. Conducting a face-to-face visit with the client diagnosed with active or suspect active disease within three (3) business days of identification to provide counseling and assessment.

1.12.1.2.2.8. Monitoring treatment adherence and adverse reaction(s) to treatment by conducting, at a minimum, monthly visits for clients with active disease and monthly phone calls for clients who are high-risk contacts diagnosed with LTBI until treatment is completed.

1.12.1.2.2.9. Documenting and report unusual symptoms and severe adverse drug reactions to the medical provider immediately and to the State TB/Refugee Health Coordinator or designee within twenty-four (24) hours of assessment.

1.12.1.2.2.10. Establishing a plan for DOT. The plan must

include, but not be limited to:

1.12.1.2.2.10.1. Evaluating each client and their environment to determine the most appropriate person(s) to provide DOT.

1.12.1.2.2.10.2. Considering use of electronic DOT (eDOT) for monitoring of treatment adherence.

1.12.1.2.2.10.3. Providing DOT education to the provider regarding how to perform DOT and enforce this as the standard of care of all clients with TB only if the DOT provider is not an employee of the Contractor.

1.12.1.2.2.10.4. Developing a DOT calendar

when the DOT is not conducted by an employee of an Contractor, and must include the following information: drug, dose, route, frequency, duration, and observer name to allow the medical provider to initial dates the medications were taken. Changes to any of these variables are to be reviewed and updated on a monthly basis, at a minimum.

1.12.1.2.2.10.5. Reporting Non-adherence to treatment to the State TB/Refugee Health Coordinator or designee

at the time a second dose is missed.

1.12.1.2.2.10.6. Ensuring all active TB disease clients shall receive DOT. If a barrier to DOT is identified for an active TB disease patient, the Vendor must report it to the State TB/Refugee Health Coordinator or designee within 24 hours.

1.12.1.2.2.10.7. Ensuring adherence of clients intermittently self-administering medications must be monitored by contact with the client every week during scheduled DOT encounters, as well as

monthly in person visits to refill the client's pill box.

1.12.1.3. Laboratory Monitoring

1.12.1.3.1. The Contractor must provide laboratory monitoring on an individual basis based on the treatment regimen used and the client's risk factors for adverse reactions. The Contractor must:

1.12.1.3.1.1. Arrange for the collection of sputum specimens, in coordination with the medical provider, at a minimum of monthly intervals until at least two (2) consecutive negative cultures are reported by the laboratory (culture conversion).

1.12.1.3.1.2. Collect specimens for smear positive infectious clients, if not done by the medical provider, every one-two weeks until three (3) negative smears or two (2) negative cultures are reported.

1.12.1.3.1.3. Report culture conversions not occurring within two (2) months of treatment initiation to the State TB/Refugee Health Coordinator or designee and medical provider with the appropriate treatment recommendation.

1.12.1.3.1.4. Notify the State TB/Refugee Health Coordinator or designee within one (1) business day

if susceptibility testing is not ordered on isolates sent to private labs.

1.12.1.3.1.5. Obtain susceptibility results from private labs and upload to the client record.

1.12.1.3.1.6. Request that an isolate be sent to the NH Public Health Laboratories (NH PHL) for genotype testing when specimens are submitted to a reference laboratory.

1.12.1.4. Isolation

1.12.1.4.1. The Contractor must establish, monitor and discontinue isolation as required. The Contractor must:

1.12.1.4.1.1. Monitor adherence to isolation through unannounced visits and telephone calls;

1.12.1.4.1.2. Report non-adherence to isolation immediately to the State TB/Refugee Health Coordinator or designee; and

1.12.1.4.1.3. When indicated, ensure that legal orders for isolation are obtained in conjunction with NH DHHS, DPHS and served by the local authority.

1.12.1.5. Contact Investigation Standards

1.12.1.5.1. The Contractor must ensure contact investigations are initiated, completed, and include:

1.12.1.5.1.1. Conducting the client interview to identify contacts to infectious clients within ten (10)

business days of initiating case management services.

1.12.1.5.1.2. Prioritizing contact investigations based on current CDC guidelines such as smear positivity and host factors.

1.12.1.5.1.3. Ensuring that contacts diagnosed with LTBI, who are eligible for treatment, start and complete treatment as recommended.

1.12.1.6. Services for All TB Clients

1.12.1.6.1. The Contractor must provide client teaching per State TB/Refugee Health Coordinator or designee's Assessment and Education form.

1.12.1.6.2. The Contractor must develop, implement and annually review a policy for the maintenance of confidential client records.

1.12.1.6.3. The Contractor must obtain a signed release of information for TB case management from each client receiving services.

1.12.1.6.4. The Contractor must comply with all laws related to the protection of client confidentiality and management of medical records.

1.12.1.6.5. The Contractor must document any updated case information and notes into the state surveillance system within twenty-four (24) hours.

1.12.1.7. NH Tuberculosis Financial Assistance (TBFA)

1.12.1.7.1. The Contractor must follow all NH TBFA policies and procedures.

1.12.1.7.2. The Contractor must submit completed applications to the NH TBFA Program

within five (5) business days for eligibility review.

1.12.1.7.3. The Contractor must ensure that assistance, which includes diagnostic and treatment services, is provided to individuals qualified for NH TBFA.

1.12.1.8. Additional Program Services

1.12.1.8.1. The Contractor must participate in the weekly DPHS Outbreak Team meetings and present on active and ongoing TB disease case investigations.

1.12.1.8.2. The Contractor must attend mandatory annual case reviews and chart audit when scheduled.

1.12.1.8.3. The Contractor must maintain a trained and proficient workforce for all items and ensure the practices and procedures of the workforce comply with confidentiality requirements according to state rule, and state and federal laws; including but not limited to and as applicable, the safeguards of 42 CFR Part 2 relating to substance use disorder information.

1.12.2. Immunizations

1.12.2.1. The Contractor must submit a Quarterly Report within thirty (30) days of the quarter end that includes but is not limited to:

1.12.2.1.1. The number and percentage of uninsured children, adolescents and adult vaccinated at the primary clinic and at other venues.

1.12.2.1.2. Information on the interventions that were employed to address identified barriers and challenges.

1.12.2.1.3. The number and percentage of children and/or adults vaccinated at school-based influenza clinics.

1.12.2.1.4. A detailed summary of educational and outreach materials distributed to childcare providers and other providers.

1.12.2.2. The Contractor must submit an Annual Report at the end of each calendar year that includes but is not limited to:

1.12.2.2.1. The number of staff who conduct assessments who receive annual training offered by the Immunization Section.

1.12.2.2.2. The number of staff who attend the NH Immunization Conference.

1.12.2.2.3. Information from the NH school survey reports to determine that children attending public school have up-to-date immunization coverage.

1.12.2.2.4. All assigned provider visits that were completed per CDC requirements and reported within seven (7) days of the visit.

1.12.2.2.5. The results, in detail, of the childcare visits to be submitted, as completed.

1.12.2.2.6. List of ten (10) childcare providers educated on using Immunization Section developed tools and guidelines in accordance with Subsection 1.7.2.4.

1.12.3. COVID-19 Vaccines

1.12.3.1. The Contractor must submit a Quarterly Report within thirty (30) days of the quarter end that includes but is not limited to:

1.12.3.1.1. Efforts, successes, and challenges experienced with local community-based organizations and stakeholders to promote vaccines awareness and uptake of COVID-19 vaccinations.

1.12.3.1.2. Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19 vaccinations.

1.12.3.1.3. Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.

1.12.3.1.4. Potential barriers and solutions identified in the past quarter for low vaccine uptake in specific communities.

1.12.3.1.5. Efforts, successes, and challenges experienced in providing community engagement.

1.12.3.1.6. Number and percentage of individuals by age range who receive COVID-19 vaccination within the reporting period.

1.12.3.1.6.1. Under age 5.

1.12.3.1.6.2. 5-11 years old.

1.12.3.1.6.3. 12-17 years old.

1.12.3.1.6.4. 18 years and older

1.12.3.1.6.5. 18 years and older who are uninsured.

1.12.3.2. The Contractor must provide a comprehensive annual report for COVID-19 Vaccines and Section 3 – Statement of Work COVID-19 by June 30th of each Contract year. The annual report will summarize:

1.12.3.2.1. Activities performed.

1.12.3.2.2. Outcomes.

1.12.3.2.3. Challenges.

1.12.3.2.4. Strengths.

1.12.3.2.5. Identified needs for upcoming Contract year.

1.12.3.3. The Contractor must submit a final report due thirty (30) days from Contract completion date.

1.12.4. STD/HIV/HCV Clinical Services and HIV/HVC

1.12.4.1. The Contractor must maintain full compliance with all DHHS, DPHS, and BIDC security and confidentiality policies and guidelines related to all Protected Health Information (PHI).

1.12.4.2. The Contractor must comply with all state rules, and state and federal laws relating to confidentiality and, if applicable, the specific safeguards provided for substance use disorder treatment information and records in 42 CFR Part 2.

1.12.4.3. The Contractor must identify to BIDC the individual who:

1.12.4.3.1. Is the Contractor's single point of contact for STD/STI/HIV/HCV clinical services;

1.12.4.3.2. Is responsible for accurate timely reporting; and

1.12.4.3.3. Is responsible for responding to BIDC inquiries.

1.12.4.4. The Contractor must complete and submit all required documentation on appropriate forms supplied by BIDC, which shall include client visit and testing data collection forms within thirty (30) days of specimen collection.

1.12.4.5. Properly report HIV, STD/STI and HCV test results, diagnoses, and/or treatments to BIDC in accordance with NH RSA 141-C and He-P 300 and in accordance with current BIDC infectious disease reporting procedures.

1.12.4.6. The Contractor must maintain ongoing medical records that comply with the NH Bureau of Health Facility requirements for each client, ensuring availability to the Department upon request.

1.12.4.7. The Contractor must review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

1.12.4.8. Provide to BIDC the current version of plans and protocols requiring annual review.

1.12.4.9. Numbers Served

1.12.4.9.1. The Contractor must provide Healthcare STD/STI/HIV/HCV Clinical Services to a minimum of one-hundred-fifty (150) individuals and identify a minimum of one (1) newly diagnosed HIV case per year.

1.12.4.9.2. The Contractor must provide non-healthcare HIV/HCV Testing Services to a minimum of fifty (50) individuals and identify a minimum of one (1) newly diagnosed HIV case per year.

1.12.5. Lead Poisoning Care Coordination and Case Management

1.12.5.1. The Contractor must provide a narrative report of all care

coordination and outreach activities to the HHLPPP within thirty (30) days of the end of each quarter, ensuring reports include:

1.12.5.1.1. The number of Parent Notification letters mailed;

1.12.5.1.2. The number of Property Owner Notification letters mailed;

1.12.5.1.3. The status of all individuals receiving Nurse Case Management services;

1.12.5.1.4. The number of cases that have been closed or discharged with reason included;

1.12.5.1.5. The number of families referred to WIC nutrition services;

1.12.5.1.6. The number of families successfully linked to WIC nutrition services;

1.12.5.1.7. The number of families referred to EIS; and

1.12.5.1.8. The number of families successfully linking to EIS.

**1.13. Performance Measures**

1.13.1. Tuberculosis

1.13.1.1. Completion of Treatment

1.13.1.1.1. The Contractor must ensure a minimum of ninety percent (90%) of clients with pulmonary TB with a one (1) year treatment plan complete treatment within twelve (12) months of documented treatment initiation.

1.13.1.1.2. The Contractor must ensure a minimum of 75% of high-risk infected persons placed on treatment of LTBI complete treatment within twelve (12) months of documented treatment initiation.

1.13.1.1.3. The Contractor must ensure a minimum of 90% of clients with pulmonary TB compete treatment by Directly Observed Therapy (DOT) within twelve (12) months of treatment.

1.13.2. Human Immunodeficiency Virus (HIV) Status

1.13.2.1. The Contractor must ensure a minimum of 99% of newly reported persons with Active TB have a documented HIV test.

1.13.2.2. Contact Investigations

1.13.2.2.1. The Contractor must ensure a minimum of 95% of close contacts be evaluated for LTBI or TB.

1.13.2.2.2. The Contractor must ensure a minimum of 90% of infected close contacts complete treatment.

1.13.2.3. Evaluation of New Americans

1.13.2.3.1. The Contractor must ensure a minimum of ninety percent (90%) of Class B arrivals to the US are evaluated for TB within thirty (30) days of arrival notification.

1.13.2.3.2. The Contractor must ensure a minimum of ninety percent (90%) of Class B arrivals to the US who are diagnosed with LTBI complete treatment within twelve (12) months of initiation.

1.13.3. Immunizations

1.13.3.1. The Contractor must ensure a minimum of 97% of public school children are vaccinated with all required school vaccines.

1.13.3.2. The Contractor must ensure that 70% of school-aged children are vaccinated against influenza as reported by the Immunization Information System, when available.

1.13.4. COVID-19 Vaccines

1.13.4.1. The Contractor must ensure that 80% of uninsured adults seeking COVID-19 vaccination are vaccinated within 3-4 business days.

1.13.5. STD/STI/HIV/HCV Clinical Services and HIV/HVC

1.13.5.1. The Contractor must ensure 95% of confirmed HIV positive test results are provided to clients within thirty (30) days.

1.13.5.2. The Contractor must ensure 80% of individuals diagnosed with chlamydia will receive appropriate

treatment within fourteen (14) days of specimen collection.

1.13.5.3. The Contractor must ensure 80% of individuals diagnosed with gonorrhea will receive appropriate treatment within fourteen (14) days of specimen collection.

1.13.5.4. The Contractor must ensure 80% of individuals diagnosed with primary or secondary syphilis will receive appropriate treatment within fourteen (14) days of specimen collection.

1.13.5.5. The Contractor must ensure 95% of newly identified HCV positive cases receive a referral to HCV medical care within thirty (30) days of the positive test result.

1.13.5.6. The Contractor must ensure 95% of newly identified HCV antibody positive people who do not receive a RNA test at the time of the CLIA-waived rapid antibody screening will receive a referral to medical care at the time of the antibody screening.

1.13.5.7. The Contractor must ensure 95% of positive HIV, STI, and HCV test results and new diagnoses will be reported to BIDC within seventy-two (72) hours in accordance with NH RSA 141-C and He-P 300.

1.13.5.8. The Contractor must ensure 95% of HIV, STI and HCV cases who received client interview and partner services, will be documented in the BIDC disease surveillance database no later than 4:00pm the following business day.

1.13.6. Lead Poisoning Care, Coordination and Case Management

1.13.6.1. The Contractor must ensure a minimum of ninety-five percent (95%) of clients with elevated blood lead levels 5.0 micrograms per deciliter or higher enter into nurse case management services within thirty (30) days of being identified.

1.13.6.2. The Contractor must ensure a minimum of ninety-five percent (95%) of clients with elevated blood lead levels 3.0 micrograms per deciliter receive notification letters within thirty (30) days of being identified.

1.13.6.3. The Contractor must ensure a minimum of ninety-five percent (95%) of property owners identified where clients reside with elevated blood lead levels 3.0

micrograms per deciliter receive notification letters within forty-five (45) days of being identified.

**1.14. Background Checks**

1.14.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.14.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.14.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.14.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

**1.15. Confidential Data**

1.15.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.15.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

**1.16. Privacy Impact Assessment**

1.16.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the

Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.16.1.1. How PII is gathered and stored;

1.16.1.2. Who will have access to PII;

1.16.1.3. How PII will be used in the system;

1.16.1.4. How individual consent will be achieved and revoked; and

1.16.1.5. Privacy practices.

1.16.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

**1.17. Department Owned Devices, Systems and Network Usage**

1.17.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

1.17.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.17.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

1.17.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.17.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any

other agreement executed by the Department;

1.17.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.17.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.17.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.17.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.17.1.9. Agree when utilizing the Department's email system:

1.17.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.17.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.17.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.17.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.17.1.10.1. Complete the Department's Annual Information Security & Compliance

Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.17.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.17.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.17.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.17.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.17.2. Workspace Requirement

1.17.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

**1.18. Contract End-of-Life Transition Services**

1.18.1. General Requirements

1.18.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as

"Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.18.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.18.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

1.18.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.18.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.18.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional

standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.18.2. Completion of Transition Services

1.18.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.18.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.18.3. Disagreement over Transition Services Results

1.18.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

1.19. **Website and Social Media**

1.19.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

1.19.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements.

Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.19.3. State of New Hampshire's Website Copyright

1.19.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

## 2. Exhibits Incorporated

2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.

2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.

2.3. The Contractor must 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 F, Business Associate Agreement, which has been executed by the parties.

## 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 must 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.

3.2.2. The Contractor must assess the ethnic and cultural needs, resources and assets of the client's community.

3.2.3. The Contractor must promote the knowledge and skills necessary for staff to work effectively with clients with respect to their culturally and linguistically diverse environment.

3.2.4. The Contractor must provide interpretation services to clients with minimal English skills, when feasible and appropriate.

3.2.5. The Contractor must offer clients a forum through which clients have the opportunity to provide feedback to the Contractor regarding the cultural and linguistic issues that may deserve response.

**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 must 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 must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must 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 must not reproduce any materials produced under the Agreement without prior written approval from the Department.

**3.4. Operation of Facilities: Compliance with Laws and Regulations**

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state,

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

**3.5. Eligibility Determinations**

3.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

3.5.3. In addition to the determination forms required by the Department, the Contractor must maintain a data file on each recipient of services hereunder, which file must include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor must furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

**4. Records**

4.1. The Contractor must 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 must 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 client/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 must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

# EXHIBIT C

## Payment Terms

1. This Agreement is funded by:
   1.1. 30% Federal funds, NH Immunization, as awarded on July 1, 2023, by the Center for Disease Control and Prevention, ALN 93.268, FAIN NH23IP922595.
   1.2. 38% Federal funds, HIV Prevention, as awarded on December 14, 2022, ALN 93.940, FAIN NU62PSP924538.
   1.3. 6% Federal Funds, STD Prevention, as awarded on December 16, 2022, ALN 93.977, FAIN NH25PS005159.
   1.4. 7% Federal Funds, NH Lead Prevention, as awarded on June 28, 2022, ALN 93.197, FAIN NUE2EH001457.
   1.5. 14% General funds.
   1.6. 5% Other funds (Lead Poisoning Prevention Fund).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Contractor, 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, Budget through C-26 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.
   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 Public Health 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.

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 Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget SFY24
(Immunization)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | January 1, 2024 through June 30, 2024 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $32,900 |
| 2. Fringe Benefits | $7,143 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $0 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $300 |
| 5.(d) Supplies - Medical | $1,800 |
| 5.(e) Supplies Office | $150 |
| 6. Travel | $50 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $100 |
| 8. (b) Other - Education and Training | $300 |
| 8. (c) Other - Other (specify below) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $800 |
| Total Direct Costs | $43,543 |
| | |
| Total Indirect Costs | $1,457 |
| | |
| **TOTAL** | $45,000 |

Contractor Initial: JC



Date: 11/28/23

Exhibit C-2 Budget SFY24
(STD)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | January 1, 2024 through June 30, 2024 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $0 |
| 2. Fringe Benefits | $0 |
| 3. Consultants | $7,692 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $0 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $75 |
| 5.(e) Supplies Office | $0 |
| 6. Travel | $0 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $0 |
| 8. (b) Other - Education and Training | $0 |
| 8. (c) Other - Other (specify below) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $0 |
| Total Direct Costs | $7,767 |
| | |
| Total Indirect Costs | $233 |
| | |
| **TOTAL** | $8,000 |

Contractor Initial: JC

Date: 11/21/23

Exhibit C-3 Budget SFY24
(HIV)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | January 1, 2024 through June 30, 2024 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |

| Line Item | Program Cost - Funded by DHHS |
|---|---|
| 1. Salary & Wages | $26,708 |
| 2. Fringe Benefits | $9,515 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $500 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $8,000 |
| 5.(e) Supplies Office | $200 |
| 6. Travel | $25 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $1,000 |
| 8. (b) Other - Education and Training | $150 |
| 8. (c) Other - Other (specify below) | $500 |
| Other (please specify) | $600 |
| Other (please specify) | $245 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $1,100 |
| Total Direct Costs | $48,543 |
| | |
| Total Indirect Costs | $1,457 |
| | |
| **TOTAL** | $50,000 |

Contractor Initial: JC



Date: 11/28/23

Exhibit C-4 Budget SFY24
(TB)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | January 1, 2024 through June 30, 2024 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |

| Line Item | Program Cost - Funded by DHHS |
|---|---|
| 1. Salary & Wages | $12,663 |
| 2. Fringe Benefits | $2,287 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $100 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $300 |
| 5.(e) Supplies Office | $100 |
| 6. Travel | $100 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $0 |
| 8. (b) Other - Education and Training | $50 |
| 8. (c) Other - Other (specify below) | $170 |
| Other (please specify) | $245 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $975 |
| Total Direct Costs | $16,990 |
| | |
| Total Indirect Costs | $510 |
| | |
| **TOTAL** | $17,500 |

Contractor Initial: _____



Date: 11/28/23

Exhibit C-5 Budget SFY24
(Lead Poisoning Prevention Fund)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | January 1, 2024 to June 30, 2024 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $16,132 |
| 2. Fringe Benefits | $2,610 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $400 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $0 |
| 5.(e) Supplies Office | $50 |
| 6. Travel | $25 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $100 |
| 8. (b) Other - Education and Training | $50 |
| 8. (c) Other - Other (specify below) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $50 |
| Total Direct Costs | $19,417 |
| | |
| Total Indirect Costs | $583 |
| | |
| **TOTAL** | $20,000 |

Contractor Initial: _____



Date: 11/28/23

Exhibit C-6 Budget SFY24
(Immunization COVID-19)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | January 1, 2024 to June 30, 2024 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |

| Line Item | Program Cost - Funded by DHHS |
|---|---|
| 1. Salary & Wages | $5,000 |
| 2. Fringe Benefits | $1,558 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $0 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $2,000 |
| 5.(e) Supplies Office | $500 |
| 6. Travel | $0 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $0 |
| 8. (b) Other - Education and Training | $0 |
| 8. (c) Other - Other (specify below) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $650 |
| Total Direct Costs | $9,708 |
| | |
| Total Indirect Costs | $292 |
| | |
| **TOTAL** | $10,000 |

10000

Contractor Initial: JEC

Date: 11/21/23

Exhibit C-7 Budget SFY25
(Immunization)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2024 to June 30, 2025 3% |
| **Indirect Cost Rate (if applicable)** | |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $65,800 |
| 2. Fringe Benefits | $14,237 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $0 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $650 |
| 5.(d) Supplies - Medical | $3,500 |
| 5.(e) Supplies Office | $300 |
| 6. Travel | $50 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $250 |
| 8. (b) Other - Education and Training | $300 |
| 8. (c) Other - Other (specify below) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $2,000 |
| Total Direct Costs | $87,087 |
| | |
| Total Indirect Costs | $2,913 |
| | |
| **TOTAL** | $90,000 |

Contractor Initial: _____

Date: 11/21/23

Exhibit C-8 Budget SFY25
(STD Prevention)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2024 to June 30, 2025 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $0 |
| 2. Fringe Benefits | $0 |
| 3. Consultants | $15,384 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $0 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $150 |
| 5.(e) Supplies Office | $0 |
| 6. Travel | $0 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $0 |
| 8. (b) Other - Education and Training | $0 |
| 8. (c) Other - Other (specify below) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $0 |
| Total Direct Costs | $15,534 |
| | |
| Total Indirect Costs | $466 |
| | |
| **TOTAL** | $16,000 |

Contractor Initial: JC



Date: 1/28/23

Exhibit C-9 Budget SFY25
(HIV Prevention)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2024 to June 30, 2025 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $53,433 |
| 2. Fringe Benefits | $19,289 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $1,000 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $16,000 |
| 5.(e) Supplies Office | $300 |
| 6. Travel | $25 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $2,000 |
| 8. (b) Other - Education and Training | $150 |
| 8. (c) Other - incentives | $1,000 |
| Other - equipment repair and maintenan | $600 |
| Other - cellular phone service | $490 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $2,800 |
| Total Direct Costs | $97,087 |
| | |
| Total Indirect Costs | $2,913 |
| | |
| **TOTAL** | $100,000 |

Contractor Initial: [signature]

Date: 11/27/23

Exhibit C-10 Budget SFY25
(TB)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2024 to June 30, 2025 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $25,327 |
| 2. Fringe Benefits | $4,914 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $100 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $500 |
| 5.(e) Supplies Office | $100 |
| 6. Travel | $100 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $0 |
| 8. (b) Other - Education and Training | $100 |
| 8. (c) Other - incentive cards | $350 |
| Other - cellular phone service | $490 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $2,000 |
| Total Direct Costs | $33,981 |
| | |
| Total Indirect Costs | $1,019 |
| | |
| **TOTAL** | $35,000 |

Contractor Initial: _____

Date: 11/21/23

Exhibit C-11 Budget SFY25
(Lead Poisoning Prevention Fund)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2024 to June 30, 2025 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $32,264 |
| 2. Fringe Benefits | $5,220 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $800 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $0 |
| 5.(e) Supplies Office | $100 |
| 6. Travel | $50 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $200 |
| 8. (b) Other - Education and Training | $100 |
| 8. (c) Other - Other (specify below) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $100 |
| Total Direct Costs | $38,834 |
| | |
| Total Indirect Costs | $1,166 |
| | |
| **TOTAL** | $40,000 |

Contractor Initial: JC

Date: 11/21/23

Exhibit C-12 Budget SFY26
(Immunization)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | **City of Manchester** |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2025 to June 30, 2026 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $65,800 |
| 2. Fringe Benefits | $14,237 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $0 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $650 |
| 5.(d) Supplies - Medical | $3,500 |
| 5.(e) Supplies Office | $300 |
| 6. Travel | $50 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $250 |
| 8. (b) Other - Education and Training | $300 |
| 8. (c) Other - Other (specify below) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $2,000 |
| Total Direct Costs | $87,087 |
| | |
| Total Indirect Costs | $2,913 |
| | |
| **TOTAL** | $90,000 |

Contractor Initial: _____



Date: 11/25/23

Exhibit C-13 Budget SFY26
(STD Prevention)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2025 to June 30, 2026 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $0 |
| 2. Fringe Benefits | $0 |
| 3. Consultants | $15,384 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $0 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $150 |
| 5.(e) Supplies Office | $0 |
| 6. Travel | $0 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $0 |
| 8. (b) Other - Education and Training | $0 |
| 8. (c) Other - Other (specify below) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $0 |
| Total Direct Costs | $15,534 |
| | |
| Total Indirect Costs | $466 |
| | |
| **TOTAL** | $16,000 |

Contractor Initial: _____

Date: 11/21/23

Exhibit C-14 Budget SFY26
(HIV Prevention)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2025 to June 30, 2026 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $53,433 |
| 2. Fringe Benefits | $19,289 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $1,000 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $16,000 |
| 5.(e) Supplies Office | $300 |
| 6. Travel | $25 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $2,000 |
| 8. (b) Other - Education and Training | $150 |
| 8. (c) Other - testing incentives | $1,000 |
| Other - equipment maintenance and repa | $600 |
| Other - cellular phone equipment | $490 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $2,800 |
| Total Direct Costs | $97,087 |
| | |
| Total Indirect Costs | $2,913 |
| | |
| **TOTAL** | $100,000 |

Contractor Initial: JC



Date: 11/28/23

Exhibit C-15 Budget SFY26
(TB)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2025 to June 30, 2026 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $25,327 |
| 2. Fringe Benefits | $4,914 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $100 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $500 |
| 5.(e) Supplies Office | $100 |
| 6. Travel | $100 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $0 |
| 8. (b) Other - Education and Training | $100 |
| 8. (c) Other - incentive cards | $350 |
| Other - cellular phone service | $490 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $2,000 |
| Total Direct Costs | $33,981 |
| | |
| Total Indirect Costs | $1,019 |
| | |
| **TOTAL** | $35,000 |

Contractor Initial: [signature]



Date: 11/28/23

Exhibit C-16 Budget SFY26
(Lead Poisoning Prevention Fund)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2025 to June 30, 2026 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $32,264 |
| 2. Fringe Benefits | $5,220 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $800 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $0 |
| 5.(e) Supplies Office | $100 |
| 6. Travel | $50 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $200 |
| 8. (b) Other - Education and Training | $100 |
| 8. (c) Other - Other (specify below) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $100 |
| Total Direct Costs | $38,834 |
| | |
| Total Indirect Costs | $1,166 |
| | |
| **TOTAL** | $40,000 |

Contractor Initial: _____



Date: 11/26/23

Exhibit C-17 Budget SFY27
(Immunization)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2026 to June 30, 2027 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $65,800 |
| 2. Fringe Benefits | $14,237 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $0 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $650 |
| 5.(d) Supplies - Medical | $3,500 |
| 5.(e) Supplies Office | $300 |
| 6. Travel | $50 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $250 |
| 8. (b) Other - Education and Training | $300 |
| 8. (c) Other - Other (specify below) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $2,000 |
| Total Direct Costs | $87,087 |
| | |
| Total Indirect Costs | $2,913 |
| | |
| **TOTAL** | $90,000 |

Contractor Initial: _____



Date: 11/21/23

Exhibit C-18 Budget SFY27
(STD Prevention)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2026 to June 30, 2027 3% |
| **Indirect Cost Rate (if applicable)** | |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $0 |
| 2. Fringe Benefits | $0 |
| 3. Consultants | $15,384 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $0 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $150 |
| 5.(e) Supplies Office | $0 |
| 6. Travel | $0 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $0 |
| 8. (b) Other - Education and Training | $0 |
| 8. (c) Other - Other (specify below) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $0 |
| Total Direct Costs | $15,534 |
| | |
| Total Indirect Costs | $466 |
| | |
| **TOTAL** | $16,000 |

Contractor Initial: _____



Date: 11/28/25

Exhibit C-19 Budget SFY27
(HIV Prevention)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2026 to June 30, 2027 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $53,433 |
| 2. Fringe Benefits | $19,289 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $1,000 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $16,000 |
| 5.(e) Supplies Office | $300 |
| 6. Travel | $25 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $2,000 |
| 8. (b) Other - Education and Training | $150 |
| 8. (c) Other - Incentive cards | $1,000 |
| Other - equipment repair and maintenan | $600 |
| Other - cellular phone service | $490 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $2,800 |
| Total Direct Costs | $97,087 |
| | |
| Total Indirect Costs | $2,913 |
| | |
| **TOTAL** | $100,000 |

Contractor Initial: _____

Date: 11/21/23

Exhibit C-20 Budget SFY27
(TB)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2026 to June 30, 2027 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $25,327 |
| 2. Fringe Benefits | $4,914 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $100 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $500 |
| 5.(e) Supplies Office | $100 |
| 6. Travel | $100 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $0 |
| 8. (b) Other - Education and Training | $100 |
| 8. (c) Other - Incentive cards | $350 |
| Other - cellular phone service | $490 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $2,000 |
| Total Direct Costs | $33,981 |
| | |
| Total Indirect Costs | $1,019 |
| | |
| **TOTAL** | $35,000 |

Contractor Initial: _____

Date: 11/21/23

Exhibit C-21 Budget SFY27
(Lead Poisoning Prevention)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2026 to June 30, 2027 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $32,264 |
| 2. Fringe Benefits | $5,220 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $800 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $0 |
| 5.(e) Supplies Office | $100 |
| 6. Travel | $50 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $200 |
| 8. (b) Other - Education and Training | $100 |
| 8. (c) Other - Other (specify below) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $100 |
| Total Direct Costs | $38,834 |
| | |
| Total Indirect Costs | $1,166 |
| | |
| **TOTAL** | $40,000 |

Contractor Initial: JC

Date: 11/21/23

Exhibit C-22 Budget SFY28
(Immunization)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2027 to December 31, 2027 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $32,900 |
| 2. Fringe Benefits | $6,843 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $0 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $300 |
| 5.(d) Supplies - Medical | $1,750 |
| 5.(e) Supplies Office | $150 |
| 6. Travel | $50 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $250 |
| 8. (b) Other - Education and Training | $300 |
| 8. (c) Other - Other (specify below) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $1,000 |
| Total Direct Costs | $43,543 |
| | |
| Total Indirect Costs | $1,457 |
| | |
| **TOTAL** | $45,000 |

Contractor Initial: JC



Date: 11/25/25

Exhibit C-23 Budget SFY28
(STD Prevention)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2027 to December 31, 2027 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $0 |
| 2. Fringe Benefits | $0 |
| 3. Consultants | $7,692 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $0 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $75 |
| 5.(e) Supplies Office | $0 |
| 6. Travel | $0 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $0 |
| 8. (b) Other - Education and Training | $0 |
| 8. (c) Other - Other (specify below) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $0 |
| Total Direct Costs | $7,767 |
| | |
| Total Indirect Costs | $233 |
| | |
| **TOTAL** | $8,000 |

Contractor Initial: JC

Date: 11/21/23

Exhibit C-24 Budget SFY28
(HIV Prevention)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2027 to December 31, 2027 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $26,708 |
| 2. Fringe Benefits | $9,765 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $500 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $8,000 |
| 5.(e) Supplies Office | $200 |
| 6. Travel | $25 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $1,000 |
| 8. (b) Other - Education and Training | $150 |
| 8. (c) Other - testing incentives | $500 |
| Other - cellular phone services | $245 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $1,450 |
| Total Direct Costs | $48,543 |
| | |
| Total Indirect Costs | $1,457 |
| | |
| **TOTAL** | $50,000 |

Contractor Initial: JC



Date: 11/28/23

Exhibit C-25 Budget SFY28
(TB)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | City of Manchester |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2027 to December 31, 2027 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $12,664 |
| 2. Fringe Benefits | $2,261 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $100 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $300 |
| 5.(e) Supplies Office | $100 |
| 6. Travel | $100 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $0 |
| 8. (b) Other - Education and Training | $50 |
| 8. (c) Other - incentive cards | $170 |
| Other - cellular phone service | $245 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $1,000 |
| Total Direct Costs | $16,990 |
| | |
| Total Indirect Costs | $510 |
| | |
| **TOTAL** | $17,500 |

Contractor Initial: _____



Date: 11/28/23

Exhibit C-26 Budget SFY28
(Lead Poisoning Prevention Fund)

| New Hampshire Department of Health and Human Services | |
|---|---|
| | |
| **Contractor Name:** | **City of Manchester** |
| **Budget Request for:** | Infectious Disease and Prevention Services |
| **Budget Period** | July 1, 2027 to December 31, 2027 |
| **Indirect Cost Rate (if applicable)** | 3% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $16,132 |
| 2. Fringe Benefits | $2,610 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $400 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $0 |
| 5.(e) Supplies Office | $50 |
| 6. Travel | $25 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $100 |
| 8. (b) Other - Education and Training | $50 |
| 8. (c) Other - Other (specify below) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| Other (please specify) | $0 |
| 9. Subrecipient Contracts | $50 |
| Total Direct Costs | $19,417 |
| | |
| Total Indirect Costs | $583 |
| | |
| **TOTAL** | $20,000 |

Contractor Initial: _____



Date: 11/28/23

# New Hampshire Department of Health and Human Services
# Exhibit D – Federal Requirements

## SECTION A: 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 CONTRACTORS 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 contractors (and by inference, sub- contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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 contract officer on whose contract activity the convicted employee was working, unless the Federal

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

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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

# New Hampshire Department of Health and Human Services
# Exhibit D – Federal Requirements

## SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see https://omb.report/icr/201009-0348-022/doc/20388401

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, 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.

# New Hampshire Department of Health and Human Services
## Exhibit D – Federal Requirements

**SECTION C: 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 Agreement, 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 Agreement 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 https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context.

6. The prospective primary participant agrees by submitting this Agreement 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) https://www.ecfr.gov/current/title-22/chapter-V/part-513.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. Have not within a three-year period preceding this proposal (Agreement) 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 (I)(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 (Agreement), 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 (Agreement).

14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

# New Hampshire Department of Health and Human Services
# Exhibit D – Federal Requirements

## SECTION D: CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS, WHISTLEBLOWER PROTECTIONS, CLEAN AIR AND CLEAN WATER ACT

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 subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

1. 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;

2. 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;

3. 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);

4. 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;

5. 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;

6. 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;

7. 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;

8. 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;

9. 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

# New Hampshire Department of Health and Human Services
## Exhibit D – Federal Requirements

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.

10. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

11. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

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

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 Agreement, the Contractor agrees to comply with the provisions indicated above.

# New Hampshire Department of Health and Human Services
## Exhibit D – Federal Requirements

### SECTION E: 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 Agreement, 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.

# New Hampshire Department of Health and Human Services
# Exhibit D – Federal Requirements

## SECTION F: 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 sub award or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; 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.

# New Hampshire Department of Health and Human Services
## Exhibit D – Federal Requirements

**FORM A**

As the Grantee 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 entity is: 790913636

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

   X NO _____ YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

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

   _____ NO X YES

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Name:

Date: 11/28/23

Name: Joyce Craig
Title: Mayor

# New Hampshire Department of Health and Human Services

## Exhibit E

## 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 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 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 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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a 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.).

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

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.

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
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

## BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1). Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

f. "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.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) 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 BAA and the Agreement.

i. 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.

j. 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.

k. Business Associate shall document any disclosures of PHI and information related to any 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.

l. 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.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.

n. Within thirty (30) 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-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

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 BAA, 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 of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used,

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. **Segregation** - If any term or condition of this BAA 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 BAA are declared severable.

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

| Department of Health and Human Services | City of Manchester |
|---|---|
| The State | Name of the Contractor |
| DocuSigned by: Patricia M. Tilley 840FB38F08F04C6... | Joyce Craig |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Patricia M. Tilley | Joyce Craig |
| Name of Authorized Representative | Name of Authorized Representative |
| Director | Mayor |
| Title of Authorized Representative | Title of Authorized Representative |
| 12/1/2023 | 11/21/23 |
| Date | Date |

# CERTIFICATE OF AUTHORITY

I, Lisa McCarthy, hereby certify that:
(Name of the Municipality Clerk/Municipality Official)

1. I am a duly elected Municipality Clerk/Municipality Official) of City of Manchester.
(Municipality Name)

2. I hereby certify that Joyce Craig (may list more than one
(Authorized Signatory)
person) 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. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment/agreement to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the municipality. To the extent that there are any limits on the authority of any listed individual to bind the municipality in contracts or other agreements with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 11/21/2023

Lisa McCarthy
Signature of Municipality Clerk/Municipality Official
Name: Lisa McCarthy
Title: Asst. City Clerk

*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
129 Pleasant Street
Concord, N.H. 03101

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 |
| | Aggregate | 2000 |
| AUTOMOBILE LIABILITY | Bodily Injury and Property Damage | |
| | Each Person | 325 |
| | Each Occurrence | 1000 |
| | Aggregate | 2000 |
| WORKER'S COMPENSATION | Statutory Limits | |

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

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD
For the Manchester Health Department Grant for Infectious Disease and Prevention Services from October 26, 2023 through December 31, 2027

**Issued the 26rd$^{th}$ October, 2023**

K. 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