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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

October 27, 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 **Retroactive, Sole Source** amendments to existing agreements with the Contractors listed below for the provision of Infectious Disease Prevention Services, by increasing the total price limitation by $20,000 from $5,084,217 to $5,104,217 with no change to the contract completion dates of December 31, 2023, effective retroactive to June 30, 2023 upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
City of Nashua	177441-B011	Greater Nashua Area	$2,176,831	$10,000	$2,186,831	O: 8/22/18, Item #7 A1: 9/11/20, Item #14 A2: 12/22/21, Item #41B A3: 8/17/22, Item #21B
City of Manchester	177433-B009	Greater Manchester Area	$2,907,386	$10,000	$2,917,386	O: 8/22/18, Item #7 A1: 12/19/18, Item #15 A2: 6/24/20, Item #45A A3: 12/22/21, Item #41B A4: 8/17/22, Item #21B
		Total	**$5,084,217**	**$20,000**	**$5,104,217**	

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Funds are available in the following accounts for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** to align with the June 30, 2023 effective date of House Bill 2, Section 542 (HB2), which appropriated $20,000 in funds for local health departments to directly purchase vaccines from the commercial marketplace. This will enable the local health departments to more easily make a broad range of vaccines available to low income or otherwise under-served adults. This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source be identified as sole source. The City of Nashua and the City of Manchester are the only two local municipal health entities with the legal authority and infrastructure necessary to provide the necessary services to mitigate public health hazards and protect the public health for residents in the Greater Manchester and Greater Nashua areas.

The purpose of this request is to increase funding, as a result of HB2, to purchase and administer vaccinations to adults voluntarily seeking vaccination protection from influenza, pneumonia, shingles, Hepatitis A, Hepatitis C, meningococcal disease, RSV, or other infectious diseases or conditions. The additional funding will reduce financial and transportation barriers to vulnerable populations by providing vaccinations to individuals who would otherwise be ineligible or lack the necessary resources to secure vaccinations within the Greater Manchester and Greater Nashua areas.

Approximately 150 adults will be served through December 31, 2023.

The Department will continue to monitor services by:

- Quarterly reports that track efforts, successes and challenges of promoting awareness and uptake of vaccinations for persons ineligible to receive vaccines purchased with federal Section 317 Immunization Program funding; and
- Reports of the number and percentage of individuals who have not previously received vaccination who were administered vaccination.

Should the Governor and Executive Council not authorize this request, vulnerable persons will continue to face financial and other barriers to access new and existing vaccinations, resulting in residents seeking more expensive models of care and a higher utilization of limited healthcare resources within the Greater Manchester and Greater Nashua areas.

Respectfully submitted,

Lori A. Weaver
Commissioner

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CITY OF NASHUA:

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount
2019	102-500731	Contracts for Prog Svs	90023317	45,000	0	45,000
2019	102-500731	Contracts for Prog Svs	90023011	20,000	0	20,000
2020	102-500731	Contracts for Prog Svs	90023317	45,000	0	45,000
2020	102-500731	Contracts for Prog Svs	90023011	20,000	0	20,000
2021	102-500731	Contracts for Prog Svs	90023011	21,450	0	21,450
2021	102-500731	Contracts for Prog Svs	90023320	43,550	0	43,550
2022	102-500731	Contracts for Prog Svs	90023011	10,725	0	10,725
2022	102-500731	Contracts for Prog Svs	90023320	21,775	0	21,775
2022	074-500589	Grants for Pub Asst Relief	90023011	23,750	0	23,750
2022	074-500589	Grants for Pub Asst Relief	90023320	23,750	0	23,750
2023	074-500589	Grants for Pub Asst Relief	90023011	32,500	0	32,500
2023	074-500589	Grants for Pub Asst Relief	90023320	32,500	0	32,500
2024	074-500589	Grants for Pub Asst Relief	90023011	16,250	0	16,250
2024	074-500589	Grants for Pub Asst Relief	90023320	16,250	0	16,250

2024	102-500731	Contracts for Prog Svs	90023150	0	10,000	10,000
			Subtotal	*372,500*	*10,000*	*382,500*

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount
2019	102-500731	Contracts for Prog Svs	90024000	80,000	0	80,000
2019	102-500731	Contracts for Prog Svs	90025000	15,400	0	15,400
2020	102-500731	Contracts for Prog Svs	90024000	80,000	0	80,000
2020	102-500731	Contracts for Prog Svs	90025000	15,400	0	15,400
2021	102-500731	Contracts for Prog Svs	90024000	108,000	0	108,000
2021	102-500731	Contracts for Prog Svs	90025000	16,000	0	16,000
2021	102-500731	Contracts for Prog Svs	90025002	50,000	0	50,000
2022	102-500731	Contracts for Prog Svs	90024000	111,500	0	111,500
2022	102-500731	Contracts for Prog Svs	90025000	16,000	0	16,000
2022	102-500731	Contracts for Prog Svs	90025002	0	0	0
2023	074-500589	Grants for Pub Asst Relief	90024000	115,000	0	115,000
2023	074-500589	Grants for Pub Asst Relief	90025000	16,000	0	16,000

2024	074-500589	Grants for Pub Asst Relief	90024000	57,500	0	57,500
2024	074-500589	Grants for Pub Asst Relief	90025000	8,000	0	8,000
			Subtotal	*688,800*	*0*	*688,800*

05-95-90-902510-2496 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, STD WORKFORCE DEVELOPMENT COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount
2022	102-500731	Contracts for Prog Svs	TBD	225,000	0	225,000
2023	102-500731	Contracts for Prog Svs	TBD	150,000	0	150,000
2024	102-500731	Contracts for Prog Svs	TBD	75,000	0	75,000
			Subtotal	*450,000*	*0*	*450,000*

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount
2019	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000
2019	547-500394	Disease Control Emergencies	90027026	25,000	0	25,000
2020	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000
2021	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000
2022	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000

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2023	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000
2024	102-500731	Contracts for Prog Svs	90020006	17,500	0	17,500
			Subtotal	*217,500*	*0*	*217,500*

05-95-90-901510-5698 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, LEAD POISONING PREVENTION FUND

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount
2021	102-500731	Contracts for Prog Svs	90037002	30,000	0	30,000
2022	102-500731	Contracts for Prog Svs	90037002	30,000	0	30,000
2023	102-500731	Contracts for Prog Svs	90038010	30,000	0	30,000
2024	102-500731	Contracts for Prog Svs	90038010	15,000	0	15,000
			Subtotal	*105,000*	*0*	*105,000*

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount
2023	102-500731	Contracts for Prog Svs	90023210	50,000	0	50,000
2024	102-500731	Contracts for Prog Svs	90023210	10,000	0	10,000
			Subtotal	*60,000*	*0*	*60,000*

05-95-90-903510-2468 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, PUBLIC HEALTH CRISIS RSP-ARP

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount
2023	102-500731	Contracts for Prog Svs	90027500	283,031	0	283,031

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			Subtotal	*283,031*	*0*	*283,031*
			TOTAL NASHUA:	2,176,831	10,000	2,186,831

City of Manchester:

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount
2019	102-500731	Contracts for Prog Svs	90023317	46,049	0	46,049
2019	102-500731	Contracts for Prog Svs	90023010	23,951	0	23,951
2019	102-500731	Contracts for Prog Svs	90023011	20,000	0	20,000
2020	102-500731	Contracts for Prog Svs	90023317	46,049	0	46,049
2020	102-500731	Contracts for Prog Svs	90023010	23,951	0	23,951
2020	102-500731	Contracts for Prog Svs	90023011	20,000	0	20,000
2021	102-500731	Contracts for Prog Svs	90023011	29,700	0	29,700
2021	102-500731	Contracts for Prog Svs	90023320	60,300	0	60,300
2022	102-500731	Contracts for Prog Svs	90023011	14,850	0	14,850
2022	102-500731	Contracts for Prog Svs	90023320	30,150	0	30,150
2022	074-500589	Grants for Pub Asst Relief	90023011	26,250	0	26,250
2022	074-500589	Grants for Pub Asst Relief	90023320	33,750	0	33,750

2023	074-500589	Grants for Pub Asst Relief	90023011	45,000	0	45,000
2023	074-500589	Grants for Pub Asst Relief	90023320	45,000	0	45,000
2024	074-500589	Grants for Pub Asst Relief	90023011	22,500	0	22,500
2024	074-500589	Grants for Pub Asst Relief	90023320	22,500	0	22,500
2024	102-500731	Contracts for Prog Svs	90023150	0	10,000	10,000
			Subtotal	*510,000*	*10,000*	*520,000*

05-95-90-902510-5093 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, ADULT IMMUNIZATION

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount
2019	102-500731	Contracts for Prog Svs	90023330	22,855	0	22,855
			Subtotal	*22,855*	*0*	*22,855*

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount
2019	102-500731	Contracts for Prog Svs	90024000	87,500	0	87,500
2019	102-500731	Contracts for Prog Svs	90025000	15,400	0	15,400
2020	102-500731	Contracts for Prog Svs	90024000	80,000	0	80,000
2020	102-500731	Contracts for Prog Svs	90025000	15,400	0	15,400
2021	102-500731	Contracts for Prog Svs	90024000	108,000	0	108,000

2021	102-500731	Contracts for Prog Svs	90025000	16,000	0	16,000
2021	102-500731	Contracts for Prog Svs	90025002	100,000	0	100,000
2022	102-500731	Contracts for Prog Svs	90024000	111,500	0	111,500
2022	102-500731	Contracts for Prog Svs	90025000	16,000	0	16,000
2022	102-500731	Contracts for Prog Svs	90025002	0	0	0
2023	074-500589	Grants for Pub Asst Relief	90024000	115,000	0	115,000
2023	074-500589	Grants for Pub Asst Relief	90025000	16,000	0	16,000
2024	074-500589	Grants for Pub Asst Relief	90024000	57,500	0	57,500
2024	074-500589	Grants for Pub Asst Relief	90025000	8,000	0	8,000
			Subtotal	*746,300*	*0*	*746,300*

05-95-90-902510-2496 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, STD WORKFORCE DEVELOPMENT COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount
2022	102-500731	Contracts for Prog Svs	TBD	225,000	0	225,000
2023	102-500731	Contracts for Prog Svs	TBD	150,000	0	150,000
2024	102-500731	Contracts for Prog Svs	TBD	75,000	0	75,000
			Subtotal	*450,000*	*0*	*450,000*

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05-95-90-902510-7039 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, PUBLIC HEALTH CRISIS RESPONSE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount
2019	102-500731	Contracts for Prog Svs	90703900	40,000	0	40,000
			Subtotal	*40,000*	*0*	*40,000*

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount
2019	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000
2019	547-500394	Disease Control Emergencies	90027026	35,000	0	35,000
2020	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000
2021	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000
2022	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000
2023	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000
2024	102-500731	Contracts for Prog Svs	90020006	17,500	0	17,500
			Subtotal	*227,500*	*0*	*227,500*

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount
2021	102-500731	Contracts for Prog Svs	90036000	40,000	0	40,000

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2022	102-500731	Contracts for Prog Svs	90036000	40,000	0	40,000
2023	102-500731	Contracts for Prog Svs	90036000	40,000	0	40,000
2024	102-500731	Contracts for Prog Svs	90036000	20,000	0	20,000
			Subtotal	*140,000*	*0*	*140,000*

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount
2023	102-500731	Contracts for Prog Svs	90023210	50,000	0	50,000
2024	102-500731	Contracts for Prog Svs	90023210	10,000	0	10,000
			Subtotal	*60,000*	*0*	*60,000*

05-95-90-903510-2468 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, PUBLIC HEALTH CRISIS RSP-ARP

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount
2023	102-500731	Contracts for Prog Svs	90027500	710,731	0	710,731
			Subtotal	*710,731*	*0*	*710,731*
			TOTAL MANCHESTER:	2,907,386	10,000	2,917,386
			GRAND TOTAL	*5,084,217*	*20,000*	*5,104,217*

State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Infectious Disease Prevention Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and the City of Nashua ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 22, 2018 (Item #7), as amended on September 11, 2020 (Item #14), as amended on December 22, 2021 (Item #41B), and as recently amended on August 17, 2022 (Item #21B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,186,831

2. Modify Exhibit A –Amendment #3, Scope of Services, Part B: Immunizations, Subsection B.2.5., to read:

   B.2.5 The Contractor shall purchase vaccines in accordance with Senate Bill 115 (SB115).

3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, to read:

   1. The State shall pay the Contractor an amount not to exceed Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A – Amendment #3, Scope of Services.

      1.1. This contract is funded with:

         1.1.1. 19% Federal Funds from the Immunization Cooperative Grant, as awarded on July 1, 2021, from the Center for Disease Control and Prevention Catalog, Assisted Listing Number (ALN), 93.268, Federal Award Identification Number (FAIN) NH23IP922595.

         1.1.2. 22% Federal Funds from the Integrated HIV Prevention Activities Grant as awarded on December 16, 2021, by the Center for Disease Control and Prevention, ALN 93.940, FAIN NU62PSP924538.

            1.1.2.1. HIV Federal Funding shall not exceed $108,000 per calendar year, ensuring no more than 5% is expended on HCV activities per calendar year.

         1.1.3. 21% Federal Funds from the Sexually Transmitted Diseases (STD) Prevention and Control Grant as awarded on June 21, 2021, by the Center for Disease Control and Prevention, ALN 93.977, FAIN NH25PS005159.

            1.1.3.1. STD Federal Funding shall not exceed $108,000 per calendar year, ensuring no more than 5% is expended on HCV activities per calendar year.

         1.1.4. 3% Federal Funds from the Childhood Lead Poisoning Prevention Grant as awarded on May 8, 2021 by the Center for Disease Control and Prevention ALN 93.197, FAIN NUE2EH001457.

1.1.5. 20% Federal Funds from the Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response Grant as awarded on March 16, 2020 and May 18, 2021 by the Center for Disease Control and Prevention ALN 93.354, FAIN NU90TP922144.

1.1.6. 1% Federal Funds from Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure and Performance – financed in part by the Prevention and Public Health Fund (PPHF) as awarded on May 13, 2016 by the Center for Disease Control and Prevention ALN 93.733, FAIN NH23IP000986.

1.1.7. 13% General Funds.

1.1.7.1 STD State Funding shall not exceed $50,000 per State Fiscal Year.

1.1.8 1% Other Funds (Lead Poisoning Prevention Fund).

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Subsections 2.1 through 2.2, to read:

2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred monthly in the fulfillment of this agreement and shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-10 Budget, Amendment #4

2.2 The Contractor shall submit monthly invoices in a form satisfactory to the State by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month, in accordance with Exhibit B-1 Budget through Exhibit B-10 Budget, Amendment #4.

5. Add Exhibit B-7 Budget – Amendment #3, which was attached to Amendment #3, however inadvertently not added via Amendment #3 language in error.

6. Add Exhibit B-8 Budget – Amendment #3, which was attached to Amendment #3, however inadvertently not added via Amendment #3 language in error.

7. Add Exhibit B-9 Budget – Amendment #3, which was attached to Amendment #3, however inadvertently not added via Amendment #3 language in error.

8. Add Exhibit B-10 Budget – Amendment #4, which is attached hereto and incorporated by reference herein.

Contractor Initials

Date

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to June 30, 2023, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/16/2023
Date

DocuSigned by:
Patricia Tilley
C24E52C08C2844E...
Name: Patricia Tilley
Title: Director, Division of Public Health Services

City of Nashua

11/8/23
Date

James W. Donchess
Name:
Title: James W. Donchess
Mayor

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

OFFICE OF THE ATTORNEY GENERAL

11/20/2023
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-10 Budget Amendment 4

New Hampshire Department of Health and Human Services	
Contractor Name:	City of Nashua
Budget Request for:	Infectious Disease Prevention Services
Budget Period	SFY 2024
Indirect Cost Rate (if applicable)	0.05
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment 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	$0
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)	$9,500
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$9,500
Total Indirect Costs	$500
TOTAL	$10,000

Contractor Initial: [signature]

CERTIFICATE OF AUTHORITY

I, Daniel Healey, hereby certify that:
(Name of the Municipality Clerk/Municipality Official)

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

2. I hereby certify that James Donchess (Mayor- City of Nashua) (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: 11/20/2023

Signature of Municipality Clerk/Municipality Official
Name: Daniel Healey
Title: City Clerk

R-23-161

RESOLUTION

RELATIVE TO THE ACCEPTANCE OF ADDITIONAL GRANT FUNDS PURSUANT TO CONTRACT AMENDMENT #4 OF THE FISCAL YEAR 2024 INFECTIOUS DISEASE CONTRACT IN THE AMOUNT OF $10,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE PURCHASE OF VACCINES

CITY OF NASHUA

In the Year Two Thousand and Twenty-Three

***RESOLVED** by the Board of Aldermen of the City of Nashua* that the City of Nashua and the Division of Public Health and Community Services are authorized to accept additional grant funds in the amount of $10,000 pursuant to Contract Amendment #4 of the Infectious Disease Prevention Services contract for Fiscal Year 2024 from the State of New Hampshire Department of Health and Human Services for the purchase of vaccines. This funding will remain in effect through December 31, 2023.

LEGISLATIVE YEAR 2023

RESOLUTION: R-23-161

PURPOSE: **Relative to the acceptance of additional grant funds pursuant to Contract Amendment #4 of the Fiscal Year 2024 Infectious Disease contract in the amount of $10,000 from the State of New Hampshire Department of Health and Human Services for the purchase of vaccines**

SPONSOR(S): **Mayor Jim Donchess**

Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Patricia Klee
Alderman-at-Large Melbourne Moran, Jr.
Alderman Thomas Lopez
Alderman Richard A. Dowd
Alderman June M. Caron
Alderman Derek Thibeault
Alderwoman-at-Large Gloria Timmons
Alderman-at-Large Lori Wilshire

COMMITTEE ASSIGNMENT: Human Affairs Committee

FISCAL NOTE: The fiscal impact is an additional amount of $10,000 in grant funds to be used for a specific purpose.

ANALYSIS

This resolution authorizes the City to accept $10,000 of additional grant funds from the State of New Hampshire Department of Health and Human Services for the purpose of purchasing vaccines. This funding shall remain in effect through December 31, 2023.

Approved as to account structure, numbers, and amount: **Financial Services Division**

By: _____

Approved as to form: **Office of Corporation Counsel**

By: _____

Date: 19 September 2023

RESOLUTION **R-23-161**

Relative to the acceptance of additional grant funds pursuant to Contract Amendment #4 of the Fiscal Year 2024 Infectious Disease contract in the amount of $10,000 from the State New Hampshire Department of Health and Human Services for the purchase of vaccines

IN THE BOARD OF ALDERMEN

1ST READING September 26, 2023

Referred to: Human Affairs Committee

2nd Reading October 24, 2023

3rd Reading _____

4th Reading _____

Other Action _____

Passed October 24, 2023

Indefinitely Postponed _____

Defeated _____

Attest: _____ City Clerk

_____ President

Approved _____ Mayor's Signature

10/25/23

Endorsed by

MAYOR

O'BRIEN

KLEE

MORAN

LOPEZ

DOWD

CARON

THIBEAULT

TIMMONS

WILSHIRE

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____ City Clerk

_____ President

DocuSign Envelope ID: 8DB7D015-7200-4DB3-8053-CF3479BC15F0

CITYNASH3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/01/2023

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

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

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			N1A2RL000000517	07/01/2023	07/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:						RETENTION	$300,000
A	AUTOMOBILE LIABILITY			N1A2RL000000517	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							RETENTION	$300,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP4065115	07/01/2023	07/01/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory In NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Infectious Disease Grants

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Todd

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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

July 20, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend existing contracts with the Contractors listed below to expand organizational capacity, messaging and education for participating health care providers to administer and reduce access barriers to vaccinations and to enhance the public health workforce, by increasing the total price limitation by $1,113,762 from $3,970,455 to $5,084,217 with no change to the contract completion dates of December 31, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
City of Nashua	177441-B011	Greater Nashua Area	$1,833,800	$343,031	$2,176,831	O: 8/22/18, Item #7 A1: 9/11/20, Item #14 A2:12/22/21, Item #41B
City of Manchester	177433-B009	Greater Manchester Area	$2,136,655	$770,731	$2,907,386	O: 8/22/18, Item #7 A1: 12/19/18, Item #15 A2: 6/24/20, Item #45A A3: 12/22/21, Item #41B
		Total:	**$3,970,455**	**$1,113,762**	**$5,084,217**	

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items

within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to increase capacity for participating health care providers, to administer and reduce access barriers to immunization vaccinations, especially among high risk and underserved populations and enhance the public health workforce within the cities.

Approximately 4,600 individuals will be served by the City of Nashua during State Fiscal Years 2023 and 2024.

Approximately 3,000 individuals will be served by the City of Manchester during State Fiscal Years 2023 and 2024.

The Contractors continue providing routine vaccinations for children who have fallen behind with vaccination due to pandemic disruption and providing COVID-19 vaccination to all eligible populations. The Contractors will work with New Hampshire's health care providers to develop and implement engagement strategies to promote vaccinations, as part of routine health care visits and to ensure high quality, safe administration of vaccines. Additionally, the Contractors will enhance the public health workforce within the Greater Manchester and Nashua communities through professional development educational programs such as public health continuing education series, public health emergency management credentialing, chronic disease management training for school nurses, and developing a public health internship program. Additionally, each vendor will hire an epidemiologist to assess neighborhood health and identify health inequities and disparities within the communities. These assessments will help communities prioritize programs that reduce healthcare access barriers.

The Department will monitor services by reviewing:

- Quarterly reports that track efforts, successes, and challenges of promoting vaccine awareness and uptake of vaccinations.
- Reports of the number and percentage of individuals who have not previously received vaccination who were administered vaccination.
- Quarterly reports on the number of improvements to data collection, partnerships, infrastructure and training opportunities to address COVID-19 and other health disparities and inequities.

Should the Governor and Executive Council not authorize this request, the Department's ability to address COVID-19 and other health-related impacts on high-risk and underserved populations would be significantly limited, potentially increasing the health and economic burden of the COVID-19 pandemic on citizens within the Greater Manchester and Nashua areas.

Source of Federal Funds: Assistance Listing Number #93.268, FAIN #NH23IP922595, Assistance Listing Number #93.354, FAIN # NU90TP922144.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

CITY OF NASHUA:

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount	FF	GF	Other	
2019	102-500731	Contracts for Prog Svs	90023317	45,000	0	45,000				
2019	102-500731	Contracts for Prog Svs	90023011	20,000	0	20,000				
2020	102-500731	Contracts for Prog Svs	90023317	45,000	0	45,000				
2020	102-500731	Contracts for Prog Svs	90023011	20,000	0	20,000				
2021	102-500731	Contracts for Prog Svs	90023011	21,450	0	21,450				
2021	102-500731	Contracts for Prog Svs	90023320	43,550	0	43,550				
2022	102-500731	Contracts for Prog Svs	90023011	10,725	0	10,725				
2022	102-500731	Contracts for Prog Svs	90023320	21,775	0	21,775				
2022	074-500589	Grants for Pub Asst Relief	90023011	23,750	0	23,750				
2022	074-500589	Grants for Pub Asst Relief	90023320	23,750	0	23,750				
2023	074-500589	Grants for Pub Asst Relief	90023011	32,500	0	32,500				
2023	074-500589	Grants for Pub Asst Relief	90023320	32,500	0	32,500				
2024	074-500589	Grants for Pub Asst Relief	90023011	16,250	0	16,250				
2024	074-500589	Grants for Pub Asst Relief	90023320	16,250	0	16,250				
			Subtotal	*372,500*	*0*	*372,500*	372,500	0	0	CFDA 93.268
					100% FF					FAIN NH23IP922595
										Award Date 7/1/2021

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount				
2019	102-500731	Contracts for Prog Svs	90024000	80,000	0	80,000				
2019	102-500731	Contracts for Prog Svs	90025000	15,400	0	15,400				
2020	102-500731	Contracts for Prog Svs	90024000	80,000	0	80,000				
2020	102-500731	Contracts for Prog Svs	90025000	15,400	0	15,400				
2021	102-500731	Contracts for Prog Svs	90024000	108,000	0	108,000				
2021	102-500731	Contracts for Prog Svs	90025000	16,000	0	16,000				
2021	102-500731	Contracts for Prog Svs	90025002	50,000	0	50,000				JN 90025002 GF
2022	102-500731	Contracts for Prog Svs	90024000	111,500	0	111,500				
2022	102-500731	Contracts for Prog Svs	90025000	16,000	0	16,000				JN 90025000: STD
2022	102-500731	Contracts for Prog Svs	90025002	0	0	0				CFDA: 93.977
2023	074-500589	Grants for Pub Asst Relief	90024000	115,000	0	115,000				FAIN: NH25PS005159
2023	074-500589	Grants for Pub Asst Relief	90025000	16,000	0	16,000				Date of award: 12/16/21
2024	074-500589	Grants for Pub Asst Relief	90024000	57,500	0	57,500				
2024	074-500589	Grants for Pub Asst Relief	90025000	8,000	0	8,000				JN 90024000: HIV Prevention
			Subtotal	*688,800*	*0*	*688,800*	638,800	50,000	0	CFDA 93.940
					7%	93%				FAIN: NU62PSP924538
										Award date: 12/16/21

05-95-90-902510-2496 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, STD WORKFORCE DEVELOPMENT COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased)	Modified Budget Amount				
2022	102-500731	Contracts for Prog Svs	TBD	225,000	0	225,000				
2023	102-500731	Contracts for Prog Svs	TBD	150,000	0	150,000				CFDA 93.977
2024	102-500731	Contracts for Prog Svs	TBD	75,000	0	75,000				FAIN: NH25PS005159
			Subtotal	*450,000*	*0*	*450,000*	450,000	0	0	Award Date: 6/21/21
					100% FF					

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased)	Modified Budget Amount			
2019	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000			
2019	547-500390	Disease Control Emergencies	90027026	25,000	0	25,000			
2020	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000			
2021	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000			
2022	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000			
2023	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000			TB GF
2024	102-500731	Contracts for Prog Svs	90020006	17,500	0	17,500			
			Subtotal	*217,500*	*0*	*217,500*	0	217,500	0
						100% GF			

05-95-90-901510-5698 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, LEAD POISONING PREVENTION FUND

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount			
2021	102-500731	Contracts for Prog Svs	90037002	30,000	0	30,000			
2022	102-500731	Contracts for Prog Svs	90037002	30,000	0	30,000			
2023	102-500731	Contracts for Prog Svs	90038010	30,000	0	30,000			
2024	102-500731	Contracts for Prog Svs	90038010	15,000	0	15,000			
			Subtotal	*105,000*	*0*	*105,000*	0	45,000	60,000
					43%	57%			
					GF	OF			

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount			
2023	102-500731	Contracts for Prog Svs	90023210	0	50,000	50,000			FAIN NH23IP922595
2024	102-500731	Contracts for Prog Svs	90023210	0	10,000	10,000			Award Date 3/31/2021
			Subtotal	*0*	*60,000*	*60,000*	60,000	0	0
						100% FF			

05-95-90-903510-2468 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, PUBLIC HEALTH CRISIS RSP-ARP

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount			
2023	102-500731	Contracts for Prog Svs	90027500	0	283,031	283,031			CFDA 93.354
			Subtotal	*0*	*283,031*	*283,031*	283,031	0	0 FAIN NU90TP922144
						100% FF			Award Date 5/18/2021

TOTAL NASHUA:	1,833,800	343,031	2,176,831

MANCHESTER HEALTH DEPT:

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount				
2019	102-500731	Contracts for Prog Svs	90023317	46,049	0	46,049				
2019	102-500731	Contracts for Prog Svs	90023010	23,951	0	23,951				
2019	102-500731	Contracts for Prog Svs	90023011	20,000	0	20,000				
2020	102-500731	Contracts for Prog Svs	90023317	46,049	0	46,049				
2020	102-500731	Contracts for Prog Svs	90023010	23,951	0	23,951				
2020	102-500731	Contracts for Prog Svs	90023011	20,000	0	20,000				
2021	102-500731	Contracts for Prog Svs	90023011	29,700	0	29,700				
2021	102-500731	Contracts for Prog Svs	90023320	60,300	0	60,300				
2022	102-500731	Contracts for Prog Svs	90023011	14,850	0	14,850				
2022	102-500731	Contracts for Prog Svs	90023320	30,150	0	30,150				
2022	074-500589	Grants for Pub Asst Relief	90023011	26,250	0	26,250				
2022	074-500589	Grants for Pub Asst Relief	90023320	33,750	0	33,750				
2023	074-500589	Grants for Pub Asst Relief	90023011	45,000	0	45,000				
2023	074-500589	Grants for Pub Asst Relief	90023320	45,000	0	45,000				
2024	074-500589	Grants for Pub Asst Relief	90023011	22,500	0	22,500				
2024	074-500589	Grants for Pub Asst Relief	90023320	22,500	0	22,500				
			Subtotal	*510,000*	*0*	*510,000*	510,000	0	0	
					100% FF					

CFDA 93.268
FAIN NH23IP922595
Award Date 7/1/2021

0.175415

05-95-90-902510-5093 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, ADULT IMMUNIZATION

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount				
2019	102-500731	Contracts for Prog Svs	90023330	22,855	0	22,855				
			Subtotal	*22,855*	*0*	*22,855*	22,855	0	0	
					100% FF					

CFDA 93.733
FAIN: NH23IP000986
Award Date: 5/13/2016

0.007861

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount				
2019	102-500731	Contracts for Prog Svs	90024000	87,500	0	87,500				
2019	102-500731	Contracts for Prog Svs	90025000	15,400	0	15,400				
2020	102-500731	Contracts for Prog Svs	90024000	80,000	0	80,000				
2020	102-500731	Contracts for Prog Svs	90025000	15,400	0	15,400				
2021	102-500731	Contracts for Prog Svs	90024000	108,000	0	108,000				
2021	102-500731	Contracts for Prog Svs	90025000	16,000	0	16,000				
2021	102-500731	Contracts for Prog Svs	90025002	100,000	0	100,000				
2022	102-500731	Contracts for Prog Svs	90024000	111,500	0	111,500				
2022	102-500731	Contracts for Prog Svs	90025000	16,000	0	16,000				
2022	102-500731	Contracts for Prog Svs	90025002	0	0	0				
2023	074-500589	Grants for Pub Asst Relief	90024000	115,000	0	115,000				
2023	074-500589	Grants for Pub Asst Relief	90025000	16,000	0	16,000				
2024	074-500589	Grants for Pub Asst Relief	90024000	57,500	0	57,500				
2024	074-500589	Grants for Pub Asst Relief	90025000	8,000	0	8,000				
			Subtotal	*746,300*	*0*	*746,300*	646,300	100,000	0	
					13%	87%				
					GF	FF				

JN 90025002 GF

JN 90025000: STD
CFDA: 93.977
FAIN: NH25PS005159
Date of award: 12/16/21

JN 90024000: HIV Prevention
CFDA 93.940
FAIN: NU62PSP924538
Award date: 12/16/21

0.222296

05-95-90-902510-2496 HEALTH AND SOCIAL SERVICES; DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, STD WORKFORCE DEVELOPMENT COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased)	Modified Budget Amount					
2022	102-500731	Contracts for Prog Svs	TBD	225,000	0	225,000					
2023	102-500731	Contracts for Prog Svs	TBD	150,000	0	150,000				CFDA 93.977	
2024	102-500731	Contracts for Prog Svs	TBD	75,000	0	75,000				FAIN: NH25PS005159	
			Subtotal	*450,000*	*0*	450,000	450,000	0	0	Award Date: 6/21/21	0.154778
						100% FF					

05-95-90-902510-7039 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, PUBLIC HEALTH CRISIS RESPONSE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased)	Modified Budget Amount					
2019	102-500731	Contracts for Prog Svs	90703900	40,000	0	40,000				CFDA 93.354	
			Subtotal	*40,000*	*0*	40,000	40,000	0	0	FAIN: NH90TP922106	
						100% FF				Award Date: 3/16/2020	0.013758

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount					
2019	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000					
2019	547-500394	Disease Control Emergencies	90027026	35,000	0	35,000					
2020	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000					
2021	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000					
2022	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000					
2023	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000				TB GF	
2024	102-500731	Contracts for Prog Svs	90020006	17,500	0	17,500					
			Subtotal	*227,500*	*0*	*227,500*	0	227,500	0		0.078249
						100% GF					

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount					
2021	102-500731	Contracts for Prog Svs	90036000	40,000	0	40,000					
2022	102-500731	Contracts for Prog Svs	90036000	40,000	0	40,000					
2023	102-500731	Contracts for Prog Svs	90036000	40,000	0	40,000				CFDA: 93.197	
2024	102-500731	Contracts for Prog Svs	90036000	20,000	0	20,000				FAIN: NUE2E001457	
			Subtotal	*140,000*	*0*	*140,000*	140,000	0	0	Date of Award: 8/5/21	0.048153
						100% FF					

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount					
2023	102-500731	Contracts for Prog Svs	90023210	0	50,000	50,000				CFDA 93.268	
2024	102-500731	Contracts for Prog Svs	90023210	0	10,000	10,000				FAIN NH23IP922595	
			Subtotal	*0*	*60,000*	*60,000*	60,000	0	0	Award Date 3/31/2021	0.020637
						100% FF					

05-95-90-903510-2468 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, PUBLIC HEALTH CRISIS RSP-ARP

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount				
2023	102-500731	Contracts for Prog Svs	90027500	0	710,731	710,731				CFDA 93.354
			Subtotal	0	*710,731*	*710,731*	710,731	0	0	FAIN NU90TP922144 0.244457
						100% FF				Award Date 5/18/2021
		TOTAL MANCHESTER:		2,136,655	770,731	2,907,386	4,384,217	640,000	60,000	
		GRAND TOTAL		3,970,455	1,113,762	5,084,217				86.23% Federal 12.59% General 1.18% Other

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Infectious Disease Prevention Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and the City of Nashua ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 22, 2018, (Item 7), as amended on September 11, 2020, (Item #14), as amended on December 22, 2021, (Item #41B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,176,831.

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

3. Modify Exhibit A, Scope of Services by replacing in its entirety with Exhibit A - Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Paragraphs 1.1.1 through 1.1.6., to read:

   1.1.1. 20% Federal Funds from the Immunization Cooperative Grant, as awarded on July 1, 2021, from the Center for Disease Control and Prevention, Assisted Listing Number (ALN) 93.268, Federal Award Identification Number (FAIN) NH23IP922595.

   1.1.2. 33% Federal Funds from the Integrated HIV Prevention Activities Grant as awarded on December 16, 2021, by the Center for Disease Control and Prevention, ALN 93.940, FAIN NU62PSP924538.

   1.1.2.1. HIV Federal Funding shall not exceed $108,000 per calendar year, ensuring no more than 5% is expended on HCV activities per calendar year.

   1.1.3. 25% Federal Funds from the Sexually Transmitted Diseases (STD) Prevention and Control Grant as awarded on June 21, 2021, and on December 16, 2021, by the Center for Disease Control and Prevention, ALN 93.977, FAIN NH25PS005159.

   1.1.3.1. STD Federal Funding shall not exceed $16,000 per calendar year, ensuring no more than 5% is expended on HCV activities per calendar year.

   1.1.4. 3% Federal Funds from the Immunization COVID-19 Grant as awarded on March 31, 2021 by the Center for Disease Control and Prevention, ALN 93.268, FAIN NH23IP922595.

   1.1.5. 3% Federal Funds from the Public Health Emergency Response Cooperation Agreement for Emergency Response: Public Health Crisis Response Grant as awarded on May 18, 2021 by the Center for Disease Control and Prevention, ALN 93.354, FAIN NU90TP922144.

1.1.6. 13% General Funds

1.1.6.1. STD State Funding shall not exceed $50,000 per State Fiscal Year.

1.1.7. 3% Other Funds (Agency Fees).

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Subsection 1.2., to read:

1.2. The Contractor agrees to provide the services in Exhibit A – Amendment #3, Scope of Services in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2., to read:

2. Payment for said services shall be paid monthly as follows:

2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred monthly in the fulfillment of this agreement and shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-9 Budget, Amendment #3, which is attached hereto and incorporated by reference herein.

2.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month, in accordance with Exhibit B-1 Budget through Exhibit B-9 Budget, Amendment #3, which is attached hereto and incorporated by reference herein.

7. Add Exhibit B, Methods and Conditions Precedent to Payment, Section 2., Paragraph 2.8., to read:

2.8. The following list of expenses are not allowable through this agreement with Federal Immunization Funds:

2.8.1. Advertising Costs, including but not limited to:

2.8.1.1. Conventions;

2.8.1.2. Displays;

2.8.1.3. Exhibits;

2.8.1.4. Meetings;

2.8.1.5. Memorabilia;

2.8.1.6. Gifts; and

2.8.1.7. Souvenirs.

2.8.2. Alcoholic beverages.

2.8.3. Building purchases, construction, capital improvements.

2.8.4. Clinical care (non-immunization services).

2.8.5. Entertainment Costs.

2.8.6. Fundraising Costs.

2.8.7. Goods and services for personal use.

2.8.8. Honoraria.

2.8.9. Independent research.

2.8.10. Land acquisition.

2.8.11. Legislative/lobbying activities.

2.8.12. Interest on loans for the acquisition and/or modernization of an existing building.

2.8.13. Payment of bad debt, collection of improper payments.

2.8.14. Promotional and/or Incentive Materials.

2.8.14.1. Plaques;

2.8.14.2. Clothing; and

2.8.14.3. Commemorative items, such as:

2.8.14.3.1. Pens;

2.8.14.3.2. Mugs/cups;

2.8.14.3.3. Folders/folios;

2.8.14.3.4. Lanyards;

2.8.14.3.5. Magnets; and

2.8.14.3.6. Conference bags.

2.8.15. Purchase of food/meals (unless part of required travel per diem costs).

2.8.16. Vehicle purchase.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

8/1/2022
Date

DocuSigned by:
Patricia M. Tilley
Name: Patricia M. Tilley
Title: Director

City of Nashua

7/29/22
Date

Name:
Title: MAYOR

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

OFFICE OF THE ATTORNEY GENERAL

8/2/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit A – Amendment 3

Scope of Services

Provisions Applicable to All Services

1. The Contractor will submit, within ten (10) days of the effective date of this Agreement, 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.
2. The Contractor shall provide culturally and linguistically appropriate services, which include, but are not limited to:
   - 2.1 Assessing the ethnic and cultural needs, resources and assets of the client's community.
   - 2.2 Promoting the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
   - 2.3 Providing interpretation services to clients with minimal English skills, when feasible and appropriate.
   - 2.4 Offering consumers a forum through which clients have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.
3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
4. The Contractor shall allow a team or person authorized by the Department to periodically review Contractor systems of governance, administration, data collection and submission, clinical, and financial management in order to ensure systems are adequate to provide contracted services. The Contractor agrees that:
   - 4.1 On-site reviews shall include client record reviews to measure compliance with this contract.
   - 4.2 The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this contract.
   - 4.3 On-Site reviews may be waived or abbreviated at the discretion of the Department.
5. The Contractor may be subject to a Corrective Action Plan (CAP) for failure to meet performance measures or reporting requirements as specified in this Exhibit A – Amendment 2, Scope of Services. Failure to follow a CAP can result in action under Exhibit C-1, Revisions to General Provisions, subparagraph 10 in the General Provisions (P-37).
6. For the purposes of this contract, the Contractor shall be identified as a Subrecipient in accordance with 2 CFR 200.0. et seq.
7. Notwithstanding any provisions of this agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the State Opioid Response Grant from the Substance Abuse and Mental Health Services Administration.

Exhibit A – Amendment 3

Part A: Tuberculosis

A.1. Project Description

A.1.1 On behalf of the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Infectious Disease Control, Infectious Disease Prevention, Investigation and Care Services Section (IDPICSS), the Contractor shall provide Tuberculosis (TB) prevention and control services.

A.1.2 The Contractor shall ensure services align with the three (3) key national priorities for TB services, which are:

A.1.2.1 Prompt identification and treatment of active TB disease;

A.1.2.2 Identification and treatment of individuals who have been exposed to active disease and targeted testing; and

A.1.2.3 Treatment of individuals most at risk for the disease.

A.2. Required Tuberculosis Activities and Deliverables

A.2.1 Case Management Activities

A.2.1.1 The Contractor shall provide case management for individuals with active Tuberculosis (TB) and High Risk Latent Tuberculosis Infection (LTBI), which may include contacts to an active case or Class B1 or B3 immigrants or refugees, until an appropriate treatment regimen is completed. The Contractor shall:

A.2.1.1.1 Provide case management services for all active TB cases and all high-risk contacts prescribed LTBI treatment until treatment is completed.

A.2.1.1.2 Monitor for adherence and adverse reactions to the prescribed treatment by visiting clients monthly, at a minimum.

A.2.1.1.3 Supervise isolation of individuals with infectious TB disease when ordered by the DPHS.

A.2.1.1.4 Conduct contact investigations within ten (10) business days to identify all exposed individuals.

A.2.1.1.5 Arrange for tuberculin skin testing (TST) or Interferon Gamma Release Assay (IGRA) testing of identified contacts.

A.2.1.1.6 Ensure LTBI treatment is prescribed and HIV testing is recommended if a contact is infected.

A.2.1.1.7 Provide or facilitate Directly Observed Therapy (DOT) for all individuals with suspected or confirmed TB disease.

A.2.1.1.8 Investigate all children less than 5 years of age who are diagnosed with active TB disease to identify source case.

A.2.2 Screening



A.2.2.1 The Contractor shall conduct targeted screening of high-risk groups identified by the IDPICSS.

A.2.2.2 The Contractor shall ensure testing is either provided by:

A.2.2.2.1 The Contractor; or

A.2.2.2.2 Working with the medical home of the local New Americans, which are individuals who are new to the United States, who arrive as refugees or immigrants.

A.2.2.3 The Contractor shall ensure testing is targeted to high-risk populations. as identified by the Department, which include, but are not limited to:

A.2.2.3.1 Individuals who have had contact to a recent active case of pulmonary TB

A.2.2.3.2 Immigrants with Class A and Class B medical status upon arrival to the US, as defined by the U.S. Department of Health and Human Services.

A.2.2.3.3 New Americans arriving as refugees.

A.2.3 Screening Required Activities

A.2.3.1 The Contractor shall ensure all individuals arriving to the United States with a Class A, B1, and B3 status receive a tuberculin skin test (TST) or Blood Assay for Mycrobacterium Tuberculosis (BAMT) and symptom screen within ten (10) business days of notification of arrival.

A.2.3.2 The Contractor shall 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 immigrant medical evaluations within thirty (30) days of arrival.

A.2.3.3 The Contractor shall ensure LTBI screening via a TST or IGRA is offered to high-risk New Americans arriving as refugees within thirty (30) days of arrival. The Contractor shall ensure testing is either provided by:

A.2.3.3.1 The Contractor; or

A.2.3.3.2 Working with the medical home of the local New Americans.

A.2.3.4 The Contractor shall ensure others identified as high risk are provided with a screening test, as indicated.

A.2.3.5 The Contractor shall conduct an investigation on all TST or IGRA positive children less than five (5) years of age to identify source cases.

A.2.3.6 The Contractor shall ensure all individuals who are close contacts and start LTBI treatment also receive recommendations for HIV testing.

A.2.3.7 The Contractor shall document a medical diagnosis for LTBI contacts within sixty (60) days of the start of treatment.

A.2.3.8 The Contractor shall report the diagnosis, ruled out or confirmed, for TB Infection positive contacts, to the IDPICSS.

A.3. Reporting Requirements for Active TB Cases



A.3.1 The Contractor shall submit the NH TB Investigation form (via fax) and a template for suspect active and active TB cases via email to the Infectious Disease Nurse Manager or designee within one (1) business day of initial report. Template updates will be submitted to the Infectious Disease Nurse Manager or designee within one (1) week of changes in treatment regimen or changes in case status.

A.3.2 The Contractor shall submit the Report of Verified Case of TB (RVCT) within thirty (30) days of diagnosis.

A.3.3 The Contractor shall submit the Initial Drug Susceptibility Report, which is the RVCT follow up report, within thirty (30) days of sensitivity results.

A.3.4 The Contractor shall submit the Completion Report, which is the second RVCT follow-up report, within thirty (30) days of discharge, regardless of residence location.

A.3.5 The Contractor shall document any updated case information and notes into NHEDSS within twenty-four (24) business hours of the case visit.

A.4. Treatment and Monitoring Standards

A.4.1 The Contractor shall provide and monitor treatment utilizing guidance from the Centers for Disease Control and Prevention (CDC) and the ID-PICSS, which shall includes, but not is limited to:

A.4.1.1 Evaluating each patient and their environment to determine the most appropriate person(s) to provide DOT.

A.4.1.2 Providing the patient's medical provider with the current CDC and/or the American Thoracic Society Guidelines for baseline and ongoing laboratory testing, vision and hearing screening.

A.4.1.3 Arranging treatment for all eligible LTBI clients who have a Class A and Class B status upon arrival to the US and assure completion of treatment according to clinical guidelines.

A.4.1.4 Providing consultation to medical providers regarding treatment recommendation for all high-risk groups.

A.4.1.5 Providing recommendations for treatment, including but not limited to, the importance of adherence to treatment guidelines.

A.4.1.6 Ensuring telephone contact is made with active or suspect active patients within twenty-four (24) hours of identification.

A.4.1.7 Conducting a face-to-face visit with each patient diagnosed with active or suspect active disease within three (3) business days of identification to provide counseling and assessment.

A.4.1.8 Monitoring treatment adherence and adverse reaction to treatment by conducting monthly visits, at a minimum, for patients with active disease and monthly phone calls for patients who are high-risk contacts diagnosed with LTBI until treatment is completed.

A.4.1.9 Documenting and reporting unusual symptoms and severe adverse drug reactions to the medical provider and the IDPICSS within twenty-four (24) hours of assessment.

A.4.2 The Contractor shall establish a plan for Directly Observed Therapy (DOT), which includes, but is not limited to:

A.4.2.1 Evaluating each patient and their environment to determine the most appropriate individual(s) to provide DOT.

A.4.2.2 Considering the use of electronic DOT (eDOT) for monitoring of treatment adherence.

A.4.2.3 Providing DOT education to the DOT provider if staff providing DOT are not Contractor employees where DOT is the standard of care for all patients with TB.

A.4.2.4 Documenting DOT in the electronic patient record (NHEDSS), ensuring changes to variables are reviewed and updated regularly , which includes:

A.4.2.4.1 Drug;

A.4.2.4.2 Dose;

A.4.2.4.3 Route;

A.4.2.4.4 Frequency;

A.4.2.4.5 Duration; and

A.4.2.4.6 Observer name to allow providers to initial dates medications were taken.

A.4.2.5 Reporting non-adherence to treatment to the IDPICSS within three (3) days of discovering the non-adherence.

A.4.2.6 Reporting all active TB disease patients who are not placed on DOT to the IDPICSS within one (1) day of the decision to not place the individual on DOT.

A.4.2.7 Monitoring adherence of patients self-administering medications by contacting the patient every week and completing monthly, unannounced, in-person visits with clients to monitor pill counts and pharmacy refills.

A.4.3 Laboratory Monitoring

A.4.3.1 The Contractor shall provide laboratory monitoring on an individual basis based on the treatment regimen used and the patient's risk factors for adverse reactions. The Contractor shall:

A.4.3.1.1 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);

A.4.3.1.2 Collect specimens for smear positive infectious patients, if not done by the medical provider, every one-two weeks until three (3) negative smears or two (2) negative cultures are reported;

A.4.3.1.3 Report culture conversions not occurring within two (2) months of treatment initiation to the IDPICSS and medical provider with the appropriate treatment recommendation;

A.4.3.1.4 Notify the IDPICSS within one (1) day if susceptibility testing is not ordered on isolates sent to private labs;

A.4.3.1.5 Obtain susceptibility results from private labs and forward them to the IDPICSS; and

A.4.3.1.6 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.

A.4.4 Isolation

A.4.4.1 The Contractor shall establish, monitor and discontinue isolation as required. The Contractor shall:

A.4.4.1.1 Monitor adherence to isolation through unannounced visits and telephone calls;

A.4.4.1.2 Report non-adherence to isolation immediately to the IDPICSS; and

A.4.4.1.3 When indicated, ensure that legal orders for isolation are issued from NH DHHS, DPHS and served by the local authority.

A.4.5 Contact Investigation Standards

A.4.5.1 The Contractor shall ensure contact investigations are initiated and completed and include:

A.4.5.1.1 Conducting the patient interview and beginning to identify contacts for infectious patients within three (3) business days of case report submission to the IDPICSS.

A.4.5.1.2 Prioritizing contact investigations based on current CDC guidelines, which may include smear positivity and host factors.

A.4.5.1.3 Ensuring contacts diagnosed with LTBI, who are eligible for treatment, start and complete treatment as recommended.

A.4.6 Services for All TB Clients

A.4.6.1 The Contractor shall provide patient education per IDPICSS Assessment and Education form.

A.4.6.2 The Contractor shall develop, implement and annually review a policy for the maintenance of confidential client records.

A.4.6.3 The Contractor shall obtain a signed release of information located within the NH TB Financial Assistance Documents for TB case management from each client receiving services.

A.4.6.4 The Contractor shall comply with all laws related to the protection of client confidentiality and management of medical records.

A.4.6.5 The Contractor shall document any updated case information and notes into NHEDSS within twenty-four (24) business hours.

A.4.7 NH Tuberculosis Financial Assistance (TBFA)

A.4.7.1 The Contractor shall follow all NH TBFA policies and procedures.

A.4.7.2 The Contractor shall submit completed applications to the NH TBFA Program within five (5) business days for eligibility review.

A.4.7.3 The Contractor shall ensure that assistance, which includes diagnostic and treatment services, is provided to individuals qualified for NH TBFA.

A.4.8 Additional Program Services

A.4.8.1 The Contractor shall participate in weekly DPHS Outbreak Team meetings and present on active and ongoing TB disease case investigations.

A.4.8.2 The Contractor shall attend mandatory annual case reviews and chart audits when scheduled.

A.4.8.3 The Contractor shall maintain a trained and proficient workforce at all times and ensure that 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.

A.5. Performance Measures

A.5.1 Completion of Treatment

A.5.1.1 The Contractor shall ensure a minimum of 90% of clients with pulmonary TB complete treatment within twelve (12) months of documented treatment initiation.

A.5.1.2 The Contractor shall 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.

A.5.1.3 The Contractor shall ensure a minimum of 90% of clients with pulmonary TB complete treatment by Directly Observed Therapy (DOT) within twelve (12) months of treatment initiation.

A.5.2 Human Immunodeficiency Virus (HIV) Status

A.5.2.1 The Contractor shall ensure a minimum of 90% of newly reported individuals with Active TB have a documented HIV test.

A.5.3 Contact Investigations

A.5.3.1 The Contractor shall ensure a minimum of 95% of close contacts are evaluated for LTBI or TB, which includes:

A.5.3.1.1 A visit by a public health nurse, or visit to a primary care provider;

A.5.3.1.2 The planting of a TST or drawing an IGRA;

A.5.3.1.3 A medical evaluation and chest x-ray, as indicated by provider; and

A.5.3.1.4 Collection of sputum(s) if the patient is symptomatic.

A.5.3.2 The Contractor shall ensure a minimum of 90% of infected close contacts complete treatment.

A.5.4 Evaluation of Immigrants and Refugees

A.5.4.1 The Contractor shall ensure a minimum of 90% of Class A and Class B arrivals to the US are evaluated for TB and LTBI within thirty (30) days of arrival notification, which includes:

A.5.4.1.1 A visit by a public health nurse, or visit to a primary care provider;

A.5.4.1.2 The planting of a TST or drawing an IGRA;

A.5.4.1.3 A medical evaluation and chest x-ray, as indicated by provider; and

A.5.4.1.4 Collection of sputum(s) if the patient is symptomatic.

A.5.4.2 The Contractor shall ensure a minimum of ninety percent (90%) of Class A and Class B arrivals to the US with LTBI complete treatment within twelve (12) months of initiation

Part B: Immunizations

B.1. Project Description

B.1.1 On behalf of the New Hampshire Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control (BIDC), Immunization Section, the Contractor shall assist in increasing vaccination coverage of children, adolescents and adults by creating a strategy for improvement in the geographic area covered.

B.2. Required Immunization Activities and Deliverables

B.2.1 The Contractor shall increase the number of children, adolescents and adults who are vaccinated, as recommended by the Advisory Committee on Immunization Practice (ACIP) and the Department, by aligning the health care delivery system with community and public health services, which includes but is not limited to:

B.2.1.1 Coordinating with public and private medical offices to ensure all populations have access to immunization.

B.2.1.2 Developing promotional and educational campaigns to increase vaccine confidence and uptake of immunizations.

B.2.1.3 Adhering to requirements detailed in Vaccination Provider Agreements in place with the Department.

B.2.1.4 Administering vaccines available through the New Hampshire Immunization Program to uninsured individuals, while considering implementation a system to capture reimbursement.

B.2.1.5 Increasing the number of influenza immunization clinics in schools located within the Greater Nashua region.

B.2.1.6 Promoting the use of NH Immunization Information System (IIS) within the Contractor's organization and externally with other vaccine stakeholders.

B.2.1.7 Utilizing and leveraging data systems, including the NH IIS, to identify areas of low vaccination uptake in order to focus efforts on promoting vaccination and reducing barriers to receiving vaccinations.

B.2.2 The Contractor shall assess provider offices to ensure the CDC and the Department standards on immunization practices are met and to ensure immunizations are provided as recommended by ACIP and the Department. The Contractor shall ensure:

B.2.2.1 Staff assigned to provider visits attend annual trainings offered by the Immunization Section.

B.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.

B.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.

B.2.2.4 A report is submitted to the Immunization Section within seven (7) days of each visit.

B.2.2.5 Staff distribute vaccination education materials to medical providers, staff and patients which include information relative to the benefits and risks immunizations.

B.2.3 The Contractor shall work toward a 97% up-to-date vaccination rate for students enrolled in Greater Nashua public schools

B.2.4 The Contractor shall educate a minimum of ten (10) childcare providers about vaccine preventable diseases, immunization recommendations/requirements and immunization related topics, annually, using Immunization Section developed tools and guidelines and report results of the visits to the Department as visits are completed.

B.3. Statement of Work- COVID-19 Vaccines

B.3.1 The Contractor shall develop and implement engagement strategies to promote the COVID-19 vaccination and increase vaccine confidence through education, outreach and partnerships in the target populations. The Contractor shall:

B.3.1.1 Collaborate with community liaisons collaborators such at the following to increase the knowledge of COVID-19 vaccinations among the target populations.

B.3.1.1.1 Federally Qualified Health Centers.

B.3.1.1.2 Community Mental Health Centers.

B.3.1.1.3 Community-based Organizations.



Exhibit A – Amendment 3

B.3.1.1.4 Faith-based Organizations.

B.3.1.1.5 Local Businesses.

B.3.1.1.6 Community Colleges.

B.3.1.2 Conduct outreach to populations, including, but not limited to, those who:

B.3.1.2.1 Experienced disproportionately high rates of COVID-19 and related deaths.

B.3.1.2.2 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.

B.3.1.2.3 Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical barriers and health system barriers.

B.3.1.2.4 Are likely to have low acceptance of or confidence in COVID-19 vaccines.

B.3.1.2.5 Have a history of mistrust in health authorities or the medical establishment.

B.3.1.2.6 Are not well-known to health authorities or have not traditionally been the focus of immunization programs.

B.3.1.3 Reduce barriers to receipt of vaccination services, including, but not limited to, providing translation services, communication access services, and/or internet access for individuals who need assistance with Vaccination and Immunization Network Interface (VINI) or other State immunization registry systems.

B.3.1.4 Conduct outreach to assess individuals' readiness to receive a vaccination.

B.3.1.5 Increase COVID-19 vaccine confidence among the populations listed in Subsection B.3.1.2 above by:

B.3.1.5.1 Addressing and monitoring vaccine misinformation on social media.

B.3.1.5.2 Developing and distributing messaging in multiple languages and communication access methods, including, but not limited to:

B.3.1.5.2.1 Videos.

B.3.1.5.2.2 Audio.

B.3.1.5.2.3 Print materials.

B.3.1.5.2.4 Social media campaigns featuring a diverse array of community leaders, outreach staff, and other respected, non-medical practitioners.

B.3.2 The Contractor shall reduce access barriers to the COVID-19 vaccination within their communities. The Contractor shall:

B.3.2.1 Work with stakeholders to operationalize COVID-19 vaccine clinics for the target populations listed in Subsection B.3.1.2 above to increase equitable distribution of COVID-19 vaccination. The Contractor shall work with stakeholders to operationalize COVID-19 vaccine clinics by utilizing strategies that include, but are not limited to:

B.3.2.1.1 Vaccine strike teams.

B.3.2.1.2 Mobile vaccine clinics.

B.3.2.1.3 Satellite clinics.

B.3.2.1.4 Temporary clinics.

B.3.2.1.5 School-based clinics.

B.3.2.1.6 Travel to off-site clinics to provide vaccination services in non-traditional settings, including in-home vaccination to homebound patients where other mechanisms for in-home vaccination are not available.

B.3.2.1.7 Other vaccine sites, as approved by the Department.

B.3.2.2 Ensure hours of operation at vaccine sites are adjusted to meet the needs of the target population.

B.3.3 The Contractor shall ensure proper vaccine storage, handling, administration and documentation in accordance with state and federal guidelines by providing resources, equipment and/or supplies as needed, including, but not limited to:

B.3.3.1 Clinical and/or administrative staff resources.

B.3.3.2 Appropriate refrigerators/freezer, and data loggers, the Contractor shall inform the Department of the need.

B.3.3.3 Additional supplies, which includes, but is not limited to:

B.3.3.3.1 Syringes.

B.3.3.3.2 Needles.

B.3.3.3.3 Alcohol wipes.

B.3.3.3.4 Band aids.

B.3.3.3.5 Stickers.

B.3.3.3.6 Other necessary supplies and equipment per the COVID-19 Vaccine Provider Agreement.

B.4. Reporting Requirements

B.4.1 The Contractor shall submit a Quarterly Report within thirty (30) days of the quarter end that includes but is not limited to:

B.4.1.1 The number and percentage of uninsured children, adolescents and adults vaccinated at the primary clinic and at other venues.

B.4.1.2 Information on the interventions that were employed as a result of the needs assessment.

B.4.1.3 The number and percentage of children and/or adults vaccinated at school-based influenza clinics.

B.4.1.4 A detailed summary of educational and outreach materials distributed to childcare providers and other providers, and the communication access methods used

B.4.1.5 Efforts, successes, and challenges experienced with local community-based organizations and stakeholders to promote vaccine awareness and uptake of COVID-19 vaccinations.

B.4.1.6 Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19 vaccinations.

B.4.1.7 Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.

B.4.1.8 Potential barriers and solutions identified in the past quarter for low vaccine uptake in specific communities.

B.4.1.9 Efforts, successes, and challenges experienced in providing community engagement.

B.4.1.10 Number and percentage of individuals from the following age range who received COVID-19 vaccination within the reporting period:

B.4.1.10.1 6 months through 4 years of age

B.4.1.10.2 5-11 years old.

B.4.1.10.3 12-17 years old.

B.4.1.10.4 18 years and older.

B.4.1.10.5 Any other age group approved for COVID-19 Vaccination.

B.4.2 The Contractor shall submit an Annual Report for Section B.2 Required Immunization Activities and Deliverables at the end of each calendar year that includes but is not limited to:

B.4.2.1 The number of staff who conduct assessments who received annual training offered by the Immunization Section.

B.4.2.2 The number of staff who attended the NH Immunization Conference.

B.4.2.3 Information from the NH school survey reports to determine that children attending public school have up-to-date immunization coverage.

B.4.2.4 All assigned provider visits that were completed in accordance with CDC requirements and reported within seven (7) days of the visit.

B.4.2.5 The results, in detail, of the childcare visits to be submitted, as completed.

B.4.2.6 List of ten (10) childcare providers educated on using Immunization Section developed tools and guidelines Part B, Subsection 2.4.

B.4.3 The Contractor shall provide a comprehensive annual report for COVID-19 Vaccines and Section B3 - Statement of Work COVID -19 by July 15th of each

Contract year. The annual report will provide a narrative to summarize the following for the reporting period July 1 to June 30th:

B.4.3.1 Number and percentage of individuals from the following age range who received COVID-19 vaccination within the reporting period:

B.4.3.1.1 6 months through 4 years of age

B.4.3.1.2 5-11 years old.

B.4.3.1.3 12-17 years old.

B.4.3.1.4 18 years and older.

B.4.3.1.5 Any other age group approved for COVID-19 Vaccination.

B.4.3.2 Activities performed.

B.4.3.3 Outcomes.

B.4.3.4 Challenges.

B.4.3.5 Strengths.

B.4.3.6 Identified needs for the upcoming Contract year.

B.4.4 The Contractor shall submit a final report due thirty (30) days from Contract completion date.

B.5. Performance Measures

B.5.1 The Contractor shall ensure a minimum of 97% of public school children are vaccinated with all required school vaccines.

B.5.2 The Contractor shall ensure that 70% of school-aged children are vaccinated against influenza as reported by the Immunization Information System, when available.

Part C: STD/HIV/HCV Clinical Services and HIV/HCV Priority Testing

C.1. Project Description

C.1.1 The Contractor shall provide Sexually Transmitted Disease (STD) Testing and Treatment, Human Immunodeficiency Virus (HIV) and Hepatitis C Virus (HCV) Counseling, Testing, and Referral and STD/HIV partner services support.

C.2. Required STD, HIV and HCV Activities and Deliverables

C.2.1 The Contractor shall provide clinical testing, outreach and educational services in the Greater Nashua Area to prevent and control Sexually Transmitted Diseases as well as HIV and Hepatitis C.

C.2.2 The Contractor shall provide STD testing and treatment in accordance with the Centers for Disease Control and Prevention (CDC) treatment guidelines for syphilis, gonorrhea and chlamydia to priority populations at increased risk of infections, as defined by the Department.

C.2.3 The Contractor shall provide STD/HIV/HCV Clinical Services that include, but are not limited to:

C.2.3.1 HIV and HCV counseling and referral services.

C.2.3.2 HIV testing utilizing rapid testing technology for those individuals who meet criteria in accordance with CDC treatment guidelines.

C.2.3.3 HCV testing utilizing rapid test technology for those who meet criteria in accordance with CDC treatment guidelines.

C.2.3.4 Submitting specimens to the NH Public Health Laboratories (NH PHL) for RNA testing for all individuals who test positive for HCV.

C.2.3.5 No-cost STD testing based on IDPICSS criteria.

C.2.4 The Contractor shall accept referrals from the Department for active or on-going TB disease investigation clients and offer HIV testing.

C.2.5 The Contractor shall update an annual reasonable fee scale for individuals who are not eligible for no-cost services based on IDPICSS criteria that includes itemized costs for an office visit and screening for HIV, HCV, syphilis, gonorrhea and/or chlamydia.

C.2.6 The Contractor shall update an annual protocol outlining how the Contractor will procure, store, dispense and track STD medication according to CDC guidelines.

C.2.7 The Contractor shall provide HIV/HCV Testing Activities that include, but are not limited to:

C.2.7.1 Providing voluntary confidential HIV Counseling, Testing and Referral Services utilizing rapid testing technology for individuals who meet CDC treatment guidelines criteria to the priority populations identified as at increased risk of HIV infection, which include:

C.2.7.1.1 Sex and needle sharing partners of people living with HIV;

C.2.7.1.2 Men who have sex with men;

C.2.7.1.3 Black or Hispanic women;

C.2.7.1.4 Individuals who have ever shared needles;

C.2.7.1.5 Individuals who were ever incarcerated;

C.2.7.1.6 Contacts to a positive STD case and individuals who are symptomatic of a bacterial STD; and

C.2.7.1.7 Individuals who report trading sex for money, drugs, safety or housing.

C.2.7.2 Providing voluntary confidential HCV Counseling, Testing and Referral Services using rapid testing technology in accordance with CDC treatment guidelines to priority populations identified as at increased risk of HCV infection, which include:

C.2.7.2.1 Individuals who have ever shared needles or drug works for injection drug use;

C.2.7.2.2 Individuals who were ever incarcerated; and

C.2.7.2.3 Individuals born between 1945 and 1965.



C.2.7.3 Providing voluntary confidential STD testing and/or treatment based on criteria set forth by IDPICSS. The Contractor shall:

C.2.7.3.1 Submit all specimens that qualify for no-cost testing based on criteria set forth by DPHS to the NH Public Health Laboratories (NH PHL);

C.2.7.3.2 Ensure all clients with a positive STD test receive treatment based on the current CDC STD Treatment Guidelines; and

C.2.7.3.3 Ensure all clients who present as a contact to a positive STD client are tested and provided treatment based on current CDC STD Treatment Guidelines.

C.2.7.4 Performing an annual internal review of agency recruitment plans that detail how the agencies will access the priority populations identified above.

C.2.8 The Contractor shall conduct follow-up for STD/HIV/HCV Clinical Services and HIV/HCV Targeted Testing activities, which include, but are not limited to:

C.2.8.1 Notifying the IDPICSS of all HIV preliminary reactive rapid test results no later than 4:00 PM the following business day, in order to allow the IDPICSS to coordinate expedited confirmatory testing at the NH PHL.

C.2.8.2 Providing the IDPICSS with access to patients with positive diagnoses for the purpose of eliciting, identifying and locating information on sexual and/or needle sharing partners.

C.2.8.3 Assisting the IDPICSS in partner elicitation by interviewing patients with a presumed or definitive STD and/or HIV diagnosis. The Contractor shall ensure:

C.2.8.3.1 Interviews are conducted in accordance with the interview protocols developed by the CDC Partner Services Guidelines for each disease.

C.2.8.3.2 Information gathered, including but not limited to electronic documentation, is provided to the IDPICSS no later than the next business day.

C.2.8.4 Ensuring a minimum of one (1) Contractor staff member completes the CDC Passport to Partner Services training, as funded by the IDPICSS Capacity Building Contractor.

C.2.8.5 Providing assistance with STD/HIV investigations within the Contractor's service area and adhering to DPHS disease investigation standards for those investigations, in the event of an outbreak of STD/HIV.

C.2.8.6 Performing an annual review of protocols that outline processes of:

C.2.8.6.1 Referring HIV positive clients into medical care, which includes the steps taken to document a client has attended their first medical appointment with a HIV medical care provider;

C.2.8.6.2 Referring HCV antibody positive clients into medical care, which includes:

C.2.8.6.2.1 Specific steps taken for clients who test HCV antibody positive and receive RNA testing at time of antibody screening and how those who are confirmed RNA positive have documentation of attendance at their first medical appointment; and

C.2.8.6.2.2 Steps taken for clients who test HCV antibody positive and are not offered a RNA test on site, the steps taken to document the client has been referred to an appropriate provider for RNA testing;

C.2.8.6.3 Risk screening to ensure services are offered to the at-risk populations defined by the IDPICSS or supported by other funding sources;

C.2.8.6.4 How the Contractor will procure, store, dispense and tract STD medication according to CDC guidelines;

C.2.8.7 Submitting specimens being sent to the NH PHL within seventy-two (72) hours of specimen collection.

C.2.9 HIV Testing Health Care Setting

C.2.9.1 The Contractor shall provide HIV counseling, testing and referral services in a geographic area of the State where the disease burden is greatest and during set hours, as determined by the Department.

C.2.9.2 The Contractor shall provide HIV testing in conjunction with STD screening and treatment and HCV testing for individuals who meet the risk-based criteria. The Contractor shall:

C.2.9.2.1 Screen individuals at increased risk of infection and provide treatment; or

C.2.9.2.2 Provide linkage to specialty care for individuals who test positive for infection.

C.2.10 HIV Testing Non Health Care Setting

C.2.10.1 The Contractor shall provide targeted HIV and HCV counseling, testing and referral services to the populations most at risk for infection, which include:

C.2.10.1.1 Men who have sex with men; and

C.2.10.1.2 Injection drug users.

C.2.10.2 The Contractor shall provide services in settings, and at times, where the greatest number of at-risk individuals are available.

C.2.11 Additional Requirements for HIV/HCV/STD Activities

C.2.11.1 The Contractor shall prioritize individuals referred as a result of partner services activities.

C.2.11.2 The Contractor shall utilize funding to procure and maintain the Contractor's rapid testing supplies.

C.2.11.3 The Contractor shall be prepared to perform physical examinations and phlebotomy to collect specimens from clients, as needed, including those who have rapid reactive test result.

C.2.11.4 The Contractor shall send the collected blood specimens to the NH Public Health Laboratories to confirm infection. The Contractor shall:

C.2.11.4.1 Link the clients with confirmed HIV and HCV infections to medical care for services and treatment.

C.2.11.4.2 Work with the correctional facilities, as appropriate, to ensure incarcerated individuals with confirmed HIV and HCV infections have linkage to care available to them upon release.

C.3. Compliance and Reporting Requirements

C.3.1 The Contractor shall comply with the Department's DPHS security and confidentiality guidelines related to all Protected Health Information (PHI).

C.3.2 The Contractor shall 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.

C.3.3 The Contractor shall refer to Exhibit K, DHHS Information Security Requirements, of this contract for information regarding secure transmission of data.

C.3.4 The Contractor shall identify the individual who:

C.3.4.1 Is the Contractor's single point of contact for STD/HIV/HCV Clinical Services;

C.3.4.2 Is responsible for accurate timely reporting; and

C.3.4.3 Is responsible for responding to the IDPICSS' inquiries.

C.3.5 The Contractor shall complete and submit all required documentation on appropriate forms supplied by the IDPICSS, which includes but is not limited to client visiting and testing data collection forms, within thirty (30) days of specimen collection for each client supported through this agreement.

C.3.6 The Contractor shall maintain ongoing medical records that comply with the NH Bureau of Health Facility requirements for each client, ensuring availability to the Department upon request.

C.3.7 The Contractor shall review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

C.4. Numbers Served

C.4.1 The Contractor shall provide Healthcare STD/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.

C.4.2 The Contractor shall 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.



C.5. Performance Measures

C.5.1 The Contractor shall ensure 90% of non-reactive HIV rapid test results are returned to clients within twenty-four (24) hours of testing date.

C.5.2 The Contractor shall ensure 90% of reactive HIV rapid test results are returned to clients within twenty-four (24) hours of testing date.

C.5.3 The Contractor shall ensure 95% of newly identified, confirmed HIV positive test results are returned to clients within fourteen (14) days of confirmatory test date.

C.5.4 The Contractor shall ensure 95% of newly identified HIV positive cases referred to medical care attend their first medical appointment within thirty (30) days of receiving a positive test result.

C.5.5 The Contractor shall ensure 80% of individuals diagnosed with Chlamydia receive appropriate treatment within fourteen (14) days of specimen collection.

C.5.6 The Contractor shall ensure 80% of individuals diagnosed with Gonorrhea receive appropriate treatment within fourteen (14) days of specimen collection.

C.5.7 The Contractor shall ensure 80% of individuals diagnosed with Primary or Secondary Syphilis receive appropriate treatment within fourteen (14) days of specimen collection.

C.5.8 The Contractor shall ensure 90% of non-reactive HCV rapid test results are returned to clients within twenty-four (24) hours of testing date.

C.5.9 The Contractor shall ensure 90% of reactive HCV rapid test results are returned to clients within twenty-four (24) hours of testing date.

C.5.10 The Contractor shall ensure 95% of newly identified HCV antibody positive individuals who do not receive an RNA test at the time of antibody screening have a documented referral to medical care at that time.

C.5.11 The Contractor shall ensure 95% of newly identified, HCV RNA positive test results are returned to clients within fourteen (14) days of a positive RNA test result.

C.5.12 The Contractor shall ensure 95% of newly identified confirmed HCV positive cases referred to medical care attend their first medical appointment within thirty (30) days of receiving a positive test result.

Part D: Lead Poisoning Care Coordination and Case Management

D.1. Project Description

D.1.1 The Contractor shall 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 Environment Section, Healthy Homes and Lead Poisoning Prevention Program (HHLPPP).

D.1.2 The Contractor shall provide three (3) key services that include:

D.1.2.1 Parent notification letters;

D.1.2.2 Property owner notifications letters; and



D.1.2.3 Nurse case management services for children with elevated blood lead levels 5 micrograms per deciliter (mcg/dL) or higher.

D.2. Required Care Coordination and Case Management Activities

D.2.1 Care Coordination and Case Management Activities

D.2.1.1 The Contractor shall provide care coordination and nurse case management services for children 72 months of age or younger with elevated blood lead of ≥3 mcg/dL who live in the City of Nashua, Amherst, Brookline, Hollis, Hudson, Litchfield, Lyndeborough, Mason, Merrimack, Milford, Mont Vernon, Pelham and Wilton. The Contractor shall ensure services include:

D.2.1.1.1 Providing parent and property owner notifications;

D.2.1.1.2 Providing education; and

D.2.1.1.3 Providing case management services.

D.2.1.2 The Contactor shall participate in training coordinated by the Department's HHLPPP on the new CDC Healthy Homes and Lead Poisoning Surveillance System (HHLPSS) and, when available, utilize the system for tracking and documenting all care coordination and case management activities.

D.2.1.3 The Contractor shall participate in quarterly Nurse Case Management meetings coordinated by the HHLPPP to:

D.2.1.3.1 Review protocols;

D.2.1.3.2 Review caseload;

D.2.1.3.3 Discuss logistics; and

D.2.1.3.4 Identify and remove barriers to successful case management.

D.2.1.4 The Contractor shall 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.

D.2.2 Parent Notification

D.2.2.1 The Contractor shall provide notification and education to all parents of children 72 months of age or younger with elevated blood lead levels 3 to 4.9 mcg/dL, in accordance with NH RSA 130-A:6-b Parent Notification, Lead Paint Poisoning Prevention and Control.

D.2.3 Property Owner Notification

D.2.3.1 The Contractor shall provide notification and education to owners of dwellings or dwelling units where children 72 months of age or younger reside and have elevated venous blood lead levels 3 to 4.9 mcg/dL, in accordance with NH RSA 130-A:6-a Property Owner Notification, Lead Paint Poisoning Prevention and Control.

D.2.4 Nurse Case Management

D.2.4.1 The Contractor shall provide Nurse Case Management services for children 72 months or younger with a confirmed elevated venous blood lead level ≥5.0 mcg/dL, in accordance with the HHLPPP 2019 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.

D.2.4.2 The Contractor shall 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.

D.2.4.3 The Contractor shall provide in-home or telephonic Nurse Case Management services in accordance with the 2019 Best Practices in Lead Case Management for Public Health Nurses document for children with elevated blood lead levels ≥5.0 mcg/dL.

D.2.4.4 The Contractor shall ensure children with elevated blood lead levels ≥15 mcg/dL receive an in-home visit as part of the case management services.

D.2.4.5 The Contractor shall make a referral to the HHLPPP Environmentalist for an in-home investigation for children 72 months of age or younger within ten (10) business days of obtaining an elevated blood lead report.

D.2.4.6 The Contractor shall work with families of children 72 months of age or younger with elevated blood lead levels ≥5.0 mcg/dL to successfully link families to Women, Infant and Children's (WIC) Nutrition Program services.

D.2.4.7 The Contractor shall work with families of children 72 months of age or younger with elevated blood lead levels ≥5.0 mcg/dL to successfully link families to Early Intervention Services (EIS).

D.2.4.8 The Contractor shall report to the HHLPPP which families have been referred to WIC and EIS and which referrals were successfully linked to services.

D.2.5 Greater Nashua Public Health Region Lead Stakeholders Group

D.2.5.1 The Contractor shall participate in the Greater Nashua Public Health Region Lead Stakeholder meetings in order to:

D.2.5.1.1 Coordinate referrals with regional partners; and

D.2.5.1.2 Address healthy home and lead poisoning primary prevention.

D.3. Staffing

D.3.1 The Contractor shall notify the HHLPPP in writing within one (1) month of hire when a new administrator or 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.

D.3.2 The Contractor shall notify the HHLPPP in writing if the position of public health nurse is vacant for more than one (1) month.

D.3.3 The Contractor shall notify the HHLPPP in writing if at any time the site funded under this agreement does not have adequate staffing to perform all required services for more than one (1) month.

D.4. Reporting Requirements

D.4.1 The Contractor shall 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 all reports include:

D.4.1.1 The number of Parent Notification letters mailed;

D.4.1.2 The number of Property Owner Notification letters mailed;

D.4.1.3 The status of all individuals receiving Nurse Case Management services;

D.4.1.4 The number of cases that have been closed or discharged with reason included;

D.4.1.5 The number of Lead Stakeholder meetings attended;

D.4.1.6 The number of families referred to WIC nutrition services;

D.4.1.7 The number of families successfully linked to WIC nutrition services;

D.4.1.8 The number of families referred to EIS; and

D.4.1.9 The number of families successfully linking to EIS.

D.4.2 The Contractor shall ensure all PHI, 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 HHLPSS Surveillance system.

Part E: CDC Crisis Response Cooperative Agreement: COVID-19 Public Health Workforce

E.1 Project Description

E.1.1 The Contractor shall establish, expand, train, and sustain COVID-19 prevention, preparedness, response and recovery initiatives, including school-based health programs.

E.2 Staffing

E.2.1 The Contractor shall recruit, hire, and train personnel to address projected jurisdictional COVID-19 response needs, including hiring personnel to build capacity to address Greater Nashua public health proprieties deriving from COVID-19. The Contractor shall hire personnel for roles that may include, but is not limited to:

E.2.1.1 Permanent full-time (FTE) and part-time (PTE) employees (which may include converting part-time positions to full-time positions during the performance period).

E.2.1.2 Temporary or term-limited staff.

E.2.1.3 Fellows.

E.2.1.4 Interns.

E.2.1.5 Contractors or contracted employees.

E.2.2 The Contractor shall hire:

E.2.2.1 One (1) FTE Chief, Health Equity Officer for the contract period. Job duties shall include, but are not limited to:

E2.2.1.2 This position will function as the equity and inclusion thought leader in support of the The City of Nashua Division of Public Health and Community Services (DPHCS) team by ensuring upstream factors related to disparities are addressed using a conceptual framework. This position will steer the DPHCS attention to maintain de-identified data collection measures that demonstrate connection between inequities and health to develop shared best practices in data collection within the Greater Nashua Public Health Region (GNPHR), systems accountability in public health on highlighting the impact of limited access and other resources related to poverty, class status, other social determinants of health and workforce development. This position will report to the Chief Public Health Office and Director of Nashua DPHCS. The Chief Health Equity Officer will work closely with the Strategic Leadership Team of the Division as well as with the Community Health Workers. The Chief Health Equity Officer shall:

E.2.2.1.1 Work with Nashua DPHCS Epidemiologist to strategically explore and employ equity in data collection methods and analysis.

E.2.2.1.2 Work with Strategic Leadership Team to develop internal processes for assessing and ensuring equity in service delivery, material development and dissemination.

E.2.2.1.3. Work with Health Promotion and Communications Specialist in messaging development and public health campaigns.

E.2.2.1.4 Work with Executive Leadership Team and Public Health Advisory Council on policy development and review.

E.2.2.1.5 Play an essential role in working with the COVID response and recovery efforts of the Greater Nashua Region. This post COVID project focuses on building, restoring and enhancing trust between Black, Indigenous and People of

Color (BIPOC) populations and services providers to increase utilization of care services and decrease the disproportionate representation of BIPOC populations in disease and death.

E.2.2.1.6. Gain a better understanding of the needs of the BIPOC community with regards to health care pre and post COVID-19 pandemic.

E.2.2.2 Two (2) Public Health Intern positions that will provide experiential learning opportunities to increase their knowledge, skills and attitudes in public health services and systems approach to promoting and protecting the health of communities using a population-based approach.

E.3 Reporting

E.3.1 The Contractor shall submit a work plan within 30 days of the Agreement effective date with quarterly progress reports.

E.3.2 The Contractor shall submit quarterly reports, which identify the following:

E.3.2.1 Number of improvements to data collection, quality, and reporting capacity related to COVID-19 and other health disparities and inequities.

E.3.2.2 Number of improvements to data collection, quality, and reporting capacity related to COVID-19 and other health disparities and inequities.

E.3.2.3 Number and proportion of new, expanded, or existing partnerships mobilized to address COVID-19 and other health disparities and inequities.

E.3.2.4 Number and type of improvements to infrastructure to address COVID-19 and other health disparities and inequities.

E.3.2.5 Work plan outcomes and outputs.

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

Contractor Name: City of Nashua

Project Title: Infectious Disease Prevention Services (Immunization COVID-19)

Budget Period: July 1, 2021 - June 30, 2022 (SFY 2022)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 15,000.00	$ -	$ 15,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 499.00	$ -	$ 499.00	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 4,000.00	$ -	$ 4,000.00	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 1.00	$ -	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 7,000.00	$ -	$ 7,000.00	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements		$ -		$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory): cellular	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ -	$ -	$ -
14. Indirect Costs		$ 1,500.00	$ 1,500.00	$ -	$ -	$ -	$ -	$ -	$ -
15. Protective clothing	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 48,500.00	$ 1,500.00	$ 50,000.00	$ -	$ -	$ -	$ -	$ -	$ -

Indirect As A Percent of Direct 3.1%

Contractor Initials JWD
Date 7/29/22

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

Contractor Name: City of Nashua

Project Title: Infectious Disease Prevention Services (Immunization COVID-19)

Budget Period: July 1, 2023 - June 30, 2024 (SFY 2024)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 1.00	$ -	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1.00	$ -	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 1.00	$ -	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 1.00	$ -	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 200.00	$ -	$ 200.00	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1.00	$ -	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ 2,400.00	$ -	$ 2,400.00	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 2,000.	$ -	$ 2,000.00	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 2,245.99	$ -	$ 2,245.00	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory): Conference	$ 2,450.00	$ -	$ 2,450.00	$ -	$ -	$ -	$ -	$ -	$ -
14. Indirect costs		$ 300.00	$ 300.00	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 9,700.00	$ 300.00	$ 10,000.00	$ -	$ -	$ -	$ -	$ -	$ -

Indirect As A Percent of Direct: 3.1%

Contractor Initials: JW
Date: 7/28/23

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

Contractor Name: City of Nashua

Project Title: Infectious Disease Prevention Services (Public Health Crisis RSP-ARP)

Budget Period: July 1, 2022 - June 30, 2023 (SFY 2023)

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match: Total	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 189,010.00	$ 8,186.00	$ 197,196.00	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ 83,870.00	$ -	$ 83,870.00	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1.00	$ -	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1.00	$ -	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 150.00	$ -	$ 150.00	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 5.00	$ -	$ 5.00	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ 75.00	$ -	$ 75.00	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 1.00	$ -	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 230.00	$ -	$ 230.00	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory): cellular	$ 1.00	$ -	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ -
14. Indirect Costs	$ 8,186.00	$ -		$ -	$ -	$ -	$ -	$ -	$ -
15. Protective clothing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
16. Printing	$ 1.00	$ -	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 283,031.00	$ 8,186.00	$ 283,031.00	$ -	$ -	$ -	$ -	$ -	$ -
Indirect As A Percent of Direct		2.9%							

Contractor Initials: JWD
Date: 7/29/22

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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

November 18, 2021

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 **Sole Source** amendments to existing contracts with the Contractors listed below for infectious disease and lead poisoning testing, public health investigation, case management, and outreach and education services, by increasing the total price limitation by $1,969,000 from $2,001,455 to $3,970,455 and by extending the completion dates from December 31, 2021 to December 31, 2023, effective upon Governor and Council approval. 94% Federal Funds. 6% General Funds.

The individual contracts and subsequent amendments were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
City of Nashua	177441-B011	Greater Nashua Area	$871,800	$962,000	$1,833,800	O: 8/22/18, Item #7 A1: 9/11/20, Item #14
City of Manchester	177433-B009	Greater Manchester Area	$1,129,655	$1,007,000	$2,136,655	O: 8/22/18, Item #7 A1: 12/19/18, Item #15 A2: 6/24/20, Item #45A
		Total:	**$2,001,455**	**$1,969,000**	**$3,970,455**	

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

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EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the contracts two (2) years beyond the completion dates and there are six (6) months of renewal options available. The City of Nashua, Division of Public Health and Community Services and the City of Manchester Health Department are the only local municipal public health entities with the legal authority and infrastructure necessary to provide disease surveillance and investigation, mitigate public health hazards, and enforce applicable laws and regulations in the Greater Nashua and Greater Manchester areas.

The purpose of this request is to continue detecting, treating and preventing the spread of infectious diseases including tuberculosis; human immunodeficiency virus (HIV); sexually transmitted diseases (STDs); hepatitis C virus (HVC); and COVID-19 by enhancing direct patient care services; building effective partnerships with community and local health care systems; and supporting efforts to hire and support Disease Intervention Specialists (DIS) to strengthen the capacity of health departments to mitigate the spread of COVID-19 and other infections.

The Contractors will continue providing community-based lead poisoning case management services to ensure children receive timely monitoring of their blood levels; treatment coordination; referrals; data collection; health information; and counseling. The Contractors will continue assisting with prevention activities including providing technical assistance to families and property owners to create and maintain lead-safe housing.

The Greater Nashua and Greater Manchester areas are designated as the highest-risk areas for lead poisoning in the State due to the increased prevalence of risk factors which include age of dwellings; number of children on Medicaid; and number of children living in poverty. Low-level lead exposures less than 5 mcg/dL can negatively impact children's attention spans, executive functions, visual-spatial skills, speech, language, and fine and gross motor skills, which can result in increased impulsivity and aggression in children. Community-based childhood lead poisoning case management helps to ensure that any child with an elevated blood level screening or positive lead test result receives timely, appropriate, comprehensive and coordinated medical and environmental follow-up, resulting in decreased blood lead levels.

A minimum of five hundred (500) individuals will be served through STD/HIV/HCV clinical services and HIV/HCV testing in the Greater Nashua and Greater Manchester areas during State Fiscal Years 2022, 2023, and 2024. In addition, approximately four hundred (400) children will be served through lead case management services.

The Department will monitor services by:

- Ensuring a minimum of ninety percent (90%) of clients with pulmonary TB complete treatment by Directly Observed Therapy (DOT) within twelve (12) months of treatment initiation.
- Ensuring a minimum of ninety-five percent (95%) of newly identified HIV and HCV positive cases are referred to medical care and attend their first medical appointment within thirty (30) days of receiving a positive test result.
- Ensuring that one hundred percent (100%) of children 72 months of age or younger with elevated blood lead levels receive nurse case management services.

As referenced in Exhibit C-1 Revisions to General Provisions of the original agreements, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for six (6) months

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of the six (6) months available, and extending the completion dates by an additional eighteen (18) months, which totals a two (2) year extension.

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

Source of Federal Funds: Assistance Listing Number (ALN) 93.268, FAIN NH23IP922595; ALN 93.940, FAIN NU62PS924538; ALN 93.977, FAIN NH25PS005159; and ALN 93.197, FAIN NUE2EH001408.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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Infectious Disease Prevention Services Contracts
SS-2019-DPHS-01-INFEC
Fiscal Detail Sheet

City of Nashua, Division of Public Health and Community Services - Vendor #177441-B011:

05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION - 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90023317	$45,000	$0	$45,000
2019	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
2020	102-500731	Contracts for Program Services	90023317	$45,000	$0	$45,000
2020	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
2021	102-500731	Contracts for Program Services	90023011	$21,450	$0	$21,450
2021	102-500731	Contracts for Program Services	90023320	$43,550	$0	$43,550
2022	102-500731	Contracts for Program Services	90023011	$10,725	$0	$10,725
2022	102-500731	Contracts for Program Services	90023320	$21,775	$0	$21,775
2022	074-500589	Grants for Pub Asst Relief	90023011	$0	$23,750	$23,750
2022	074-500589	Grants for Pub Asst Relief	90023320	$0	$23,750	$23,750
2023	074-500589	Grants for Pub Asst Relief	90023011	$0	$32,500	$32,500
2023	074-500589	Grants for Pub Asst Relief	90023320	$0	$32,500	$32,500
2024	074-500589	Grants for Pub Asst Relief	90023011	$0	$16,250	$16,250
2024	074-500589	Grants for Pub Asst Relief	90023320	$0	$16,250	$16,250
			Subtotal:	*$227,500*	*$145,000*	*$372,500*

05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION - 93% Federal Funds, 7% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90024000	$80,000	$0	$80,000
2019	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400

2020	102-500731	Contracts for Program Services	90024000	$80,000	$0	$80,000
2020	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
2021	102-500731	Contracts for Program Services	90024000	$108,000	$0	$108,000
2021	102-500731	Contracts for Program Services	90025000	$16,000	$0	$16,000
2021	102-500731	Contracts for Program Services	90025002	$50,000	$0	$50,000
2022	102-500731	Contracts for Program Services	90024000	$54,000	$57,500	$111,500
2022	102-500731	Contracts for Program Services	90025000	$8,000	$8,000	$16,000
2022	102-500731	Contracts for Program Services	90025002	$25,000	($25,000)	$0
2023	074-500589	Grants for Pub Asst Relief	90024000	$0	$115,000	$115,000
2023	074-500589	Grants for Pub Asst Relief	90025000	$0	$16,000	$16,000
2024	074-500589	Grants for Pub Asst Relief	90024000	$0	$57,500	$57,500
2024	074-500589	Grants for Pub Asst Relief	90025000	$0	$8,000	$8,000
			Subtotal:	*$451,800*	*$237,000*	*$688,800*

05-95-90-902510-24960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD WORKFORCE DEVELOPMENT COVID-19 - 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2022	102-500731	Contracts for Program Services	90025050	$0	$225,000	$225,000
2023	102-500731	Contracts for Program Services	90025050	$0	$150,000	$150,000
2024	102-500731	Contracts for Program Services	90025050	$0	$75,000	$75,000
			Subtotal:	*$0*	*$450,000*	*$450,000*

05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL - 100% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2019	547-500394	Disease Control Emergencies	90027026	$25,000	$0	$25,000
2020	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000

2021	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2022	102-500731	Contracts for Program Services	90020006	$17,500	$17,500	$35,000
2023	102-500731	Contracts for Program Services	90020006	$0	$35,000	$35,000
2024	102-500731	Contracts for Program Services	90020006	$0	$17,500	$17,500
			Subtotal:	*$147,500*	*$70,000*	*$217,500*

05-95-90-901510-56980000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, LEAD POISONING PREVENTION FUND - 43% General Funds, 57% Other Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2021	102-500731	Contracts for Program Services	90037002	$30,000	$0	$30,000
2022	102-500731	Contracts for Program Services	90037002	$15,000	$0	$15,000
2022	102-500731	Contracts for Program Services	90038010	$0	$15,000	$15,000
2023	102-500731	Contracts for Program Services	90038010	$0	$30,000	$30,000
2024	102-500731	Contracts for Program Services	90038010	$0	$15,000	$15,000
			Subtotal:	*$45,000*	*$60,000*	*$105,000*
			TOTAL:	**$871,800**	**$962,000**	**$1,833,800**

<u>City of Manchester Health Department</u> - Vendor #177433-B009:

05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION - 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90023317	$46,049	$0	$46,049
2019	102-500731	Contracts for Program Services	90023010	$23,951	$0	$23,951
2019	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
2020	102-500731	Contracts for Program Services	90023317	$46,049	$0	$46,049
2020	102-500731	Contracts for Program Services	90023010	$23,951	$0	$23,951
2020	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
2021	102-500731	Contracts for Program Services	90023011	$29,700	$0	$29,700

2021	102-500731	Contracts for Program Services	90023320	$60,300	$0	$60,300
2022	102-500731	Contracts for Program Services	90023011	$14,850	$0	$14,850
2022	102-500731	Contracts for Program Services	90023320	$30,150	$0	$30,150
2022	074-500589	Grants for Pub Asst Relief	90023011	$0	$26,250	$26,250
2022	074-500589	Grants for Pub Asst Relief	90023320	$0	$33,750	$33,750
2023	074-500589	Grants for Pub Asst Relief	90023011	$0	$45,000	$45,000
2023	074-500589	Grants for Pub Asst Relief	90023320	$0	$45,000	$45,000
2024	074-500589	Grants for Pub Asst Relief	90023011	$0	$22,500	$22,500
2024	074-500589	Grants for Pub Asst Relief	90023320	$0	$22,500	$22,500
			Subtotal:	*$315,000*	*$195,000*	*$510,000*

05-95-90-902510-50930000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, ADULT IMMUNIZATION - 100% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90023330	$22,855	$0	$22,855
			Subtotal:	*$22,855*	*$0*	*$22,855*

05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION - 87% Federal Funds, 13% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90024000	$87,500	$0	$87,500
2019	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
2020	102-500731	Contracts for Program Services	90024000	$80,000	$0	$80,000
2020	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
2021	102-500731	Contracts for Program Services	90024000	$108,000	$0	$108,000
2021	102-500731	Contracts for Program Services	90025000	$16,000	$0	$16,000
2021	102-500731	Contracts for Program Services	90025002	$100,000	$0	$100,000
2022	102-500731	Contracts for Program Services	90024000	$54,000	$57,500	$111,500

2022	102-500731	Contracts for Program Services	90025000	$8,000	$8,000	$16,000
2022	102-500731	Contracts for Program Services	90025002	$50,000	($50,000)	$0
2023	074-500589	Grants for Pub Asst Relief	90024000	$0	$115,000	$115,000
2023	074-500589	Grants for Pub Asst Relief	90025000	$0	$16,000	$16,000
2024	074-500589	Grants for Pub Asst Relief	90024000	$0	$57,500	$57,500
2024	074-500589	Grants for Pub Asst Relief	90025000	$0	$8,000	$8,000
			Subtotal:	*$534,300*	*$212,000*	*$746,300*

05-95-90-902510-24960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD WORKFORCE DEVELOPMENT COVID-19 - 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2022	102-500731	Contracts for Program Services	90025050	$0	$225,000	$225,000
2023	102-500731	Contracts for Program Services	90025050	$0	$150,000	$150,000
2024	102-500731	Contracts for Program Services	90025050	$0	$75,000	$75,000
			Subtotal:	*$0*	*$450,000*	*$450,000*

05-95-90-902510-70390000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, PUBLIC HEALTH CRISIS RESPONSE - 100% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90703900	$40,000	$0	$40,000
			Subtotal:	*$40,000*	*$0*	*$40,000*

05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL - 100% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2019	547-500394	Disease Control Emergencies	90027026	$35,000	$0	$35,000
2020	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2021	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000

2022	102-500731	Contracts for Program Services	90020006	$17,500	$17,500	$35,000
2023	102-500731	Contracts for Program Services	90020006	$0	$35,000	$35,000
2024	102-500731	Contracts for Program Services	90020006	$0	$17,500	$17,500
			Subtotal:	*$157,500*	*$70,000*	*$227,500*

05-95-90-901510-79640000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, LEAD PREVENTION - 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2021	102-500731	Contracts for Program Services	90036000	$40,000	$0	$40,000
2022	102-500731	Contracts for Program Services	90036000	$20,000	$20,000	$40,000
2023	102-500731	Contracts for Program Services	90036000	$0	$40,000	$40,000
2024	102-500731	Contracts for Program Services	90036000	$0	$20,000	$20,000
			Subtotal:	*$60,000*	*$80,000*	*$140,000*
			TOTAL:	**$1,129,655**	**$1,007,000**	**$2,136,655**
			GRAND TOTAL:	**$2,001,455**	**$1,969,000**	**$3,970,455**

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Infectious Disease Prevention Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and the City of Nashua ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 22, 2018, (Item #7), as amended on September 11, 2020, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.3, Contractor Name, to read:

   City of Nashua

2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2023.

3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,833,800.

4. Modify Exhibit A, Scope of Services by replacing in its entirety with Exhibit A - Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1 to read:

   1) The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A – Amendment #2, Scope of Services.

      1.1 This contract is funded with:

         1.1.1 Federal Funds from the Centers for Disease Control and Prevention, Assistance Listing Number (ALN) 93.268, Federal Award Identification Number (FAIN) NH23IP922595; ALN 93.940, FAIN NU62PS924538; ALN 93.977, FAIN NH25PS005159; ALN 93.197, FAIN NUE3EH001408; and ALN 93.197, FAIN NUE2EH001457.

            1.1.1.1 STD Federal Funding shall not exceed $16,000 per calendar year, ensuring no more than 5% is expended on HCV activities per calendar year.

            1.1.1.2 HIV Federal Funding shall not exceed $108,000 per calendar year, ensuring no more than 5% is expended on HCV activities per calendar

year.

1.1.2 Disease Control Emergency Funds (State General Funds).

1.1.3 State General Funds.

1.1.3.1 STD State Funding shall not exceed $50,000 per State Fiscal Year.

1.1.4 Other Funds (Agency Fees).

1.2 The Contractor agrees to provide the services in Exhibit A – Amendment #2, Scope of Services in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding.

1.3 The Contractor shall notify the Department prior to expending funds over $1,000 on any single expenditure that is not identified within the approved budget narrative.

1.4 The Contractor shall not expend more than 5% of the total STD federal funding awarded in this contract for HCV-only activities, inclusive of the procurement of rapid HCV testing kits and controls.

1.5 The Contractor shall not use federal funds to procure STD treatment medications.

1.6 The Contractor shall not expend more than 10% of the total federal funding awarded in this Contract for media and marketing.

1.7 The Contractor shall not expend more than 1% of the total funding awarded in this Contract for incentives, and shall only provide incentives to clients receiving services under this contract.

1.8 The Contractor shall submit all out-of-state travel requests, with estimated costs and justification for travel, to the Department for contract monitoring purposes.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

2) Payment for said services shall be paid monthly as follows:

2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred monthly in the fulfillment of this agreement and shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-6 Budget, Amendment #2.

2.2 The Contractor shall submit monthly invoices in a form satisfactory to the State by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month, in accordance with Exhibit B-1 Budget through Exhibit B-6 Budget, Amendment #2.

2.3 Invoices must be completed, signed, dated and returned to the Department in order to initiate payment.

2.4 The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice.

2.5 The final invoice shall be due to the State no later than forty (40) days after the contract completion date as shown in block 1.7 of Form P-37, General Provisions.

2.6 In lieu of hard copies, all invoices may be assigned an electronic signature and emailed

to DPHSContractBilling@dhhs.nh.gov, or mailed to:

Financial Administrator
NH Department of Health and Human Services
Division of Public Health Services
29 Hazen Dr.
Concord, NH 03301

2.7 Payments may be withheld pending receipt of required reporting as identified in Exhibit A – Amendment #2, Scope of Services.

7. Modify Exhibit B-4 Budget, Amendment #1 – Immunization Program, by replacing it in its entirety with Exhibit B-4 Budget, Amendment #2 – Immunization Program, which is attached hereto and incorporated by reference herein.
8. Modify Exhibit B-4 Budget, Amendment #1 – HIV Prevention, by replacing it in its entirety with Exhibit B-4 Budget, Amendment #2 – HIV Prevention, which is attached hereto and incorporated by reference herein.
9. Modify Exhibit B-4 Budget, Amendment #1 – STD Prevention; by replacing it in its entirety with Exhibit B-4 Budget, Amendment #2 – STD Prevention, which is attached hereto and incorporated by reference herein.
10. Modify Exhibit B-4 Budget, Amendment #1 – Tuberculosis, by replacing it in its entirety with Exhibit B-4 Budget, Amendment #2 – Tuberculosis, which is attached hereto and incorporated by reference herein.
11. Modify Exhibit B-4 Budget, Amendment #1 – Lead Poisoning, by replacing it in its entirety with Exhibit B-4 Budget, Amendment #2 – Healthy Home and Lead Poisoning Prevention Case Management, which is attached hereto and incorporated by reference herein.
12. Add Exhibit B-4 Budget, Amendment #2 – STD Workforce Development COVID-19, which is attached hereto and incorporated by reference herein.
13. Add Exhibit B-5 Budget, Amendment #2 – Immunization Program, which is attached hereto and incorporated by reference herein.
14. Add Exhibit B-5 Budget, Amendment #2 – HIV Prevention, which is attached hereto and incorporated by reference herein.
15. Add Exhibit B-5 Budget, Amendment #2 – STD Prevention, which is attached hereto and incorporated by reference herein.
16. Add Exhibit B-5 Budget, Amendment #2 – Tuberculosis, which is attached hereto and incorporated by reference herein.
17. Add Exhibit B-5 Budget, Amendment #2 – Healthy Home and Lead Poisoning Prevention Case Management, which is attached hereto and incorporated by reference herein.
18. Add Exhibit B-5 Budget, Amendment #2 – STD Workforce Development COVID-19, which is attached hereto and incorporated by reference herein.
19. Add Exhibit B-6 Budget, Amendment #2 – Immunization Program, which is attached hereto and incorporated by reference herein.
20. Add Exhibit B-6 Budget, Amendment #2 – HIV Prevention, which is attached hereto and incorporated by reference herein.
21. Add Exhibit B-6 Budget, Amendment #2 – STD Prevention, which is attached hereto and

incorporated by reference herein.

22. Add Exhibit B-6 Budget, Amendment #2 – Tuberculosis, which is attached hereto and incorporated by reference herein.
23. Add Exhibit B-6 Budget, Amendment #2 – Healthy Home and Lead Poisoning Prevention Case Management, which is attached hereto and incorporated by reference herein.
24. Add Exhibit B-6 Budget, Amendment #2 – STD Workforce Development COVID-19, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

12/3/2021
Date

DocuSigned by:
Patricia M. Tilley
Name: Patricia M. Tilley
Title: Director

City of Nashua

11/29/21
Date

James W. Donchess
Name: James W. Donchess
Title: Mayor

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

OFFICE OF THE ATTORNEY GENERAL

12/3/2021
Date

DocuSigned by:
J. Christopher Marshall
Name: J. Christopher Marshall
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit A – Amendment 2

Scope of Services

Provisions Applicable to All Services

1. The Contractor will submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
2. The Contractor shall provide culturally and linguistically appropriate services, which include, but are not limited to:
   - 2.1 Assessing the ethnic and cultural needs, resources and assets of the client's community.
   - 2.2 Promoting the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
   - 2.3 Providing interpretation services to clients with minimal English skills, when feasible and appropriate.
   - 2.4 Offering consumers a forum through which clients have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.
3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
4. The Contractor shall allow a team or person authorized by the Department to periodically review Contractor systems of governance, administration, data collection and submission, clinical, and financial management in order to ensure systems are adequate to provide contracted services. The Contractor agrees that:
   - 4.1 On-site reviews shall include client record reviews to measure compliance with this contract.
   - 4.2 The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this contract.
   - 4.3 On-Site reviews may be waived or abbreviated at the discretion of the Department.
5. The Contractor may be subject to a Corrective Action Plan (CAP) for failure to meet performance measures or reporting requirements as specified in this Exhibit A – Amendment 2, Scope of Services. Failure to follow a CAP can result in action under Exhibit C-1, Revisions to General Provisions, subparagraph 10 in the General Provisions (P-37).
6. For the purposes of this contract, the Contractor shall be identified as a Subrecipient in accordance with 2 CFR 200.0. et seq.
7. Notwithstanding any provisions of this agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the State Opioid Response Grant from the Substance Abuse and Mental Health Services Administration.

Part A: Tuberculosis

A.1. Project Description

Exhibit A – Amendment 2

A.1.1 On behalf of the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Infectious Disease Control, Infectious Disease Prevention, Investigation and Care Services Section (IDPICSS), the Contractor shall provide Tuberculosis (TB) prevention and control services.

A.1.2 The Contractor shall ensure services align with the three (3) key national priorities for TB services, which are:

A.1.2.1 Prompt identification and treatment of active TB disease;

A.1.2.2 Identification and treatment of individuals who have been exposed to active disease and targeted testing; and

A.1.2.3 Treatment of individuals most at risk for the disease.

A.2. Required Tuberculosis Activities and Deliverables

A.2.1 Case Management Activities

A.2.1.1 The Contractor shall provide case management for individuals with active Tuberculosis (TB) and High Risk Latent Tuberculosis Infection (LTBI), which may include contacts to an active case or Class B1 or B3 immigrants or refugees, until an appropriate treatment regimen is completed. The Contractor shall:

A.2.1.1.1 Provide case management services for all active TB cases and all high-risk contacts prescribed LTBI treatment until treatment is completed.

A.2.1.1.2 Monitor for adherence and adverse reactions to the prescribed treatment by visiting clients monthly, at a minimum.

A.2.1.1.3 Supervise isolation of individuals with infectious TB disease when ordered by the DPHS.

A.2.1.1.4 Conduct contact investigations within ten (10) business days to identify all exposed individuals.

A.2.1.1.5 Arrange for tuberculin skin testing (TST) or Interferon Gamma Release Assay (IGRA) testing of identified contacts.

A.2.1.1.6 Ensure LTBI treatment is prescribed and HIV testing is recommended if a contact is infected.

A.2.1.1.7 Provide or facilitate Directly Observed Therapy (DOT) for all individuals with suspected or confirmed TB disease.

A.2.1.1.8 Investigate all children less than 5 years of age who are diagnosed with active TB disease to identify source case.

A.2.2 Screening

A.2.2.1 The Contractor shall conduct targeted screening of high-risk groups identified by the IDPICSS.

A.2.2.2 The Contractor shall ensure testing is either provided by:

A.2.2.2.1 The Contractor; or

A.2.2.2.2 Working with the medical home of the local New Americans, which are individuals who are new to the United States, who arrive as refugees or immigrants.

A.2.2.3 The Contractor shall ensure testing is targeted to high-risk populations. as identified by the Department, which include, but are not limited to:

A.2.2.3.1 Individuals who have had contact to a recent active case of pulmonary TB

A.2.2.3.2 Immigrants with Class A and Class B medical status upon arrival to the US, as defined by the U.S. Department of Health and Human Services.

A.2.2.3.3 New Americans arriving as refugees.

A.2.3 Screening Required Activities

A.2.3.1 The Contractor shall ensure all individuals arriving to the United States with a Class A, B1, and B3 status receive a tuberculin skin test (TST) or Blood Assay for Mycrobacterium Tuberculosis (BAMT) and symptom screen within ten (10) business days of notification of arrival.

A.2.3.2 The Contractor shall 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 immigrant medical evaluations within thirty (30) days of arrival.

A.2.3.3 The Contractor shall ensure LTBI screening via a TST or IGRA is offered to high-risk New Americans arriving as refugees within thirty (30) days of arrival. The Contractor shall ensure testing is either provided by:

A.2.3.3.1 The Contractor; or

A.2.3.3.2 Working with the medical home of the local New Americans.

A.2.3.4 The Contractor shall ensure others identified as high risk are provided with a screening test, as indicated.

A.2.3.5 The Contractor shall conduct an investigation on all TST or IGRA positive children less than five (5) years of age to identify source cases.

A.2.3.6 The Contractor shall ensure all individuals who are close contacts and start LTBI treatment also receive recommendations for HIV testing.

A.2.3.7 The Contractor shall document a medical diagnosis for LTBI contacts within sixty (60) days of the start of treatment.

A.2.3.8 The Contractor shall report the diagnosis, ruled out or confirmed, for TB Infection positive contacts, to the IDPICSS.

A.3. Reporting Requirements for Active TB Cases

A.3.1 The Contractor shall submit the NH TB Investigation form (via fax) and a template for suspect active and active TB cases via email to the Infectious Disease Nurse Manager or designee within one (1) business day of initial report. Template updates will be submitted to the Infectious Disease Nurse Manager or designee within one (1) week of changes in treatment regimen or changes in case status.



Exhibit A – Amendment 2

A.3.2 The Contractor shall submit the Report of Verified Case of TB (RVCT) within thirty (30) days of diagnosis.

A.3.3 The Contractor shall submit the Initial Drug Susceptibility Report, which is the RVCT follow up report, within thirty (30) days of sensitivity results.

A.3.4 The Contractor shall submit the Completion Report, which is the second RVCT follow-up report, within thirty (30) days of discharge, regardless of residence location.

A.3.5 The Contractor shall document any updated case information and notes into NHEDSS within twenty-four (24) business hours of the case visit.

A.4. Treatment and Monitoring Standards

A.4.1 The Contractor shall provide and monitor treatment utilizing guidance from the Centers for Disease Control and Prevention (CDC) and the ID-PICSS, which shall includes, but not is limited to:

A.4.1.1 Evaluating each patient and their environment to determine the most appropriate person(s) to provide DOT.

A.4.1.2 Providing the patient's medical provider with the current CDC and/or the American Thoracic Society Guidelines for baseline and ongoing laboratory testing, vision and hearing screening.

A.4.1.3 Arranging treatment for all eligible LTBI clients who have a Class A and Class B status upon arrival to the US and assure completion of treatment according to clinical guidelines.

A.4.1.4 Providing consultation to medical providers regarding treatment recommendation for all high-risk groups.

A.4.1.5 Providing recommendations for treatment, including but not limited to, the importance of adherence to treatment guidelines.

A.4.1.6 Ensuring telephone contact is made with active or suspect active patients within twenty-four (24) hours of identification.

A.4.1.7 Conducting a face-to-face visit with each patient diagnosed with active or suspect active disease within three (3) business days of identification to provide counseling and assessment.

A.4.1.8 Monitoring treatment adherence and adverse reaction to treatment by conducting monthly visits, at a minimum, for patients with active disease and monthly phone calls for patients who are high-risk contacts diagnosed with LTBI until treatment is completed.

A.4.1.9 Documenting and reporting unusual symptoms and severe adverse drug reactions to the medical provider and the IDPICSS within twenty-four (24) hours of assessment.

A.4.2 The Contractor shall establish a plan for Directly Observed Therapy (DOT), which includes, but is not limited to:

A.4.2.1. Evaluating each patient and their environment to determine the most appropriate individual(s) to provide DOT.

A.4.2.2 Considering the use of electronic DOT (eDOT) for monitoring of treatment adherence.

A.4.2.3 Providing DOT education to the DOT provider if staff providing DOT are not Contractor employees where DOT is the standard of care for all patients with TB.

A.4.2.4 Documenting DOT in the electronic patient record (NHEDSS), ensuring changes to variables are reviewed and updated regularly , which includes:

A.4.2.4.1 Drug;

A.4.2.4.2 Dose;

A.4.2.4.3 Route;

A.4.2.4.4 Frequency;

A.4.2.4.5 Duration; and

A.4.2.4.6 Observer name to allow providers to initial dates medications were taken.

A.4.2.5 Reporting non-adherence to treatment to the IDPICSS within three (3) days of discovering the non-adherence.

A.4.2.6 Reporting all active TB disease patients who are not placed on DOT to the IDPICSS within one (1) day of the decision to not place the individual on DOT.

A.4.2.7 Monitoring adherence of patients self-administering medications by contacting the patient every week and completing monthly, unannounced, in-person visits with clients to monitor pill counts and pharmacy refills.

A.4.3 Laboratory Monitoring

A.4.3.1 The Contractor shall provide laboratory monitoring on an individual basis based on the treatment regimen used and the patient's risk factors for adverse reactions. The Contractor shall:

A.4.3.1.1 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);

A.4.3.1.2 Collect specimens for smear positive infectious patients, if not done by the medical provider, every one-two weeks until three (3) negative smears or two (2) negative cultures are reported;

A.4.3.1.3 Report culture conversions not occurring within two (2) months of treatment initiation to the IDPICSS and medical provider with the appropriate treatment recommendation;

A.4.3.1.4 Notify the IDPICSS within one (1) day if susceptibility testing is not ordered on isolates sent to private labs;

A.4.3.1.5 Obtain susceptibility results from private labs and forward them to the IDPICSS; and

A.4.3.1.6 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.

A.4.4 Isolation

A.4.4.1 The Contractor shall establish, monitor and discontinue isolation as required. The Contractor shall:

A.4.4.1.1 Monitor adherence to isolation through unannounced visits and telephone calls;

A.4.4.1.2 Report non-adherence to isolation immediately to the IDPICSS; and

A.4.4.1.3 When indicated, ensure that legal orders for isolation are issued from NH DHHS, DPHS and served by the local authority.

A.4.5 Contact Investigation Standards

A.4.5.1 The Contractor shall ensure contact investigations are initiated and completed and include:

A.4.5.1.1 Conducting the patient interview and beginning to identify contacts for infectious patients within three (3) business days of case report submission to the IDPICSS.

A.4.5.1.2 Prioritizing contact investigations based on current CDC guidelines, which may include smear positivity and host factors.

A.4.5.1.3 Ensuring contacts diagnosed with LTBI, who are eligible for treatment, start and complete treatment as recommended.

A.4.6 Services for All TB Clients

A.4.6.1 The Contractor shall provide patient education per IDPICSS Assessment and Education form.

A.4.6.2 The Contractor shall develop, implement and annually review a policy for the maintenance of confidential client records.

A.4.6.3 The Contractor shall obtain a signed release of information located within the NH TB Financial Assistance Documents for TB case management from each client receiving services.

A.4.6.4 The Contractor shall comply with all laws related to the protection of client confidentiality and management of medical records.

A.4.6.5 The Contractor shall document any updated case information and notes into NHEDSS within twenty-four (24) business hours.

A.4.7 NH Tuberculosis Financial Assistance (TBFA)

A.4.7.1 The Contractor shall follow all NH TBFA policies and procedures.

A.4.7.2 The Contractor shall submit completed applications to the NH TBFA Program within five (5) business days for eligibility review.

A.4.7.3 The Contractor shall ensure that assistance, which includes diagnostic and treatment services, is provided to individuals qualified for NH TBFA.



Exhibit A – Amendment 2

A.4.8 Additional Program Services

A.4.8.1 The Contractor shall participate in weekly DPHS Outbreak Team meetings and present on active and ongoing TB disease case investigations.

A.4.8.2 The Contractor shall attend mandatory annual case reviews and chart audits when scheduled.

A.4.8.3 The Contractor shall maintain a trained and proficient workforce at all times and ensure that 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.

A.5. Performance Measures

A.5.1 Completion of Treatment

A.5.1.1 The Contractor shall ensure a minimum of 90% of clients with pulmonary TB complete treatment within twelve (12) months of documented treatment initiation.

A.5.1.2 The Contractor shall 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.

A.5.1.3 The Contractor shall ensure a minimum of 90% of clients with pulmonary TB complete treatment by Directly Observed Therapy (DOT) within twelve (12) months of treatment initiation.

A.5.2 Human Immunodeficiency Virus (HIV) Status

A.5.2.1 The Contractor shall ensure a minimum of 90% of newly reported individuals with Active TB have a documented HIV test.

A.5.3 Contact Investigations

A.5.3.1 The Contractor shall ensure a minimum of 95% of close contacts are evaluated for LTBI or TB, which includes:

A.5.3.1.1 A visit by a public health nurse, or visit to a primary care provider;

A.5.3.1.2 The planting of a TST or drawing an IGRA;

A.5.3.1.3 A medical evaluation and chest x-ray, as indicated by provider; and

A.5.3.1.4 Collection of sputum(s) if the patient is symptomatic.

A.5.3.2 The Contractor shall ensure a minimum of 90% of infected close contacts complete treatment.

A.5.4 Evaluation of Immigrants and Refugees

A.5.4.1 The Contractor shall ensure a minimum of 90% of Class A and Class B arrivals to the US are evaluated for TB and LTBI within thirty (30) days of arrival notification, which includes:

A.5.4.1.1 A visit by a public health nurse, or visit to a primary care provider;

A.5.4.1.2 The planting of a TST or drawing an IGRA;.

A.5.4.1.3 A medical evaluation and chest x-ray, as indicated by provider; and

A.5.4.1.4 Collection of sputum(s) if the patient is symptomatic.

A.5.4.2 The Contractor shall ensure a minimum of ninety percent (90%) of Class A and Class B arrivals to the US with LTBI complete treatment within twelve (12) months of initiation

Part B: Immunizations

B.1. Project Description

B.1.1 On behalf of the New Hampshire Department of Health and Human Services, Division of Public Health Services, BIDC, Immunization Section, the Contractor shall assist in increasing vaccination coverage of children, adolescents and adults by creating a strategy for improvement in the geographic area covered.

B.2. Required Immunization Activities and Deliverables

B.2.1 The Contractor shall increase the number of children, adolescents and adults who are vaccinated as recommended by the Advisory Committee on Immunization Practice (ACIP) and the Department by aligning the health care delivery system with community and public health services, which includes but is not limited to:

B.2.1.1 Coordinating with public and private medical offices to ensure all populations have access to immunization.

B.2.1.2 Developing promotional and educational campaigns to increase vaccine confidence and uptake of immunizations.

B.2.1.3 Administering vaccines available through the New Hampshire Immunization Program to uninsured individuals, while considering implementation a system to capture reimbursement.

B.2.1.4 Increasing the number of influenza immunization clinics in city schools.

B.2.1.5 Promoting the use of NH Immunization Information System (IIS) within the Contractor's organization and externally with other vaccine stakeholders.

B.2.1.6 Utilizing and leveraging data systems, including the NH IIS, to identify areas of low vaccination uptake in order to focus efforts on promoting vaccination and reducing barriers to receiving vaccinations.

B.2.2 The Contractor shall assess provider offices to ensure the CDC and the Department standards are met and to ensure immunizations are provided as recommended by ACIP and the Department. The Contractor shall ensure:

B.2.2.1 Staff assigned to provider visits attend annual trainings offered by the Immunization Section.



B.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.

B.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.

B.2.2.4 A report is submitted to the Immunization Section within seven (7) days of each visit.

B.2.2.5 Staff distribute vaccination education materials to medical providers, staff and patients which include information relative to the benefits and risks immunizations.

B.2.3 The Contractor shall work toward a 97% up-to-date vaccination rate for students enrolled in public schools

B.2.4 The Contractor shall 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.

B.3. Reporting Requirements

B.3.1 The Contractor shall submit a Quarterly Report within thirty (30) days of the quarter end that includes but is not limited to:

B.3.1.1 The number and percentage of uninsured children, adolescents and adults vaccinated at the primary clinic and at other venues.

B.3.1.2 Information on the interventions that were employed as a result of the needs assessment.

B.3.1.3 The number and percentage of children and/or adults vaccinated at school-based influenza clinics.

B.3.1.4 A detailed summary of educational and outreach materials distributed to childcare providers and other providers.

B.3.2 The Contractor shall submit an Annual Report at the end of each calendar year that includes but is not limited to:

B.3.2.1 The number of staff who conduct assessments who received annual training offered by the Immunization Section.

B.3.2.2 The number of staff who attended the NH Immunization Conference.

B.3.2.3 Information from the NH school survey reports to determine that children attending public school have up-to-date immunization coverage.

B.3.2.4 All assigned provider visits that were completed in accordance with CDC requirements and reported within seven (7) days of the visit.

B.3.2.5 The results, in detail, of the childcare visits to be submitted, as completed.

B.3.2.6 List of (ten) 10 childcare providers educated on using Immunization Section developed tools and guidelines Part B, Subsection 2.4.

B.4. Performance Measures

B.4.1 The Contractor shall ensure a minimum of 97% of public school children are vaccinated with all required school vaccines.

B.4.2 The Contractor shall ensure that 70% of school-aged children are vaccinated against influenza as reported by the Immunization Information System, when available.

Part C: STD/HIV/HCV Clinical Services and HIV/HCV Priority Testing

C.1. Project Description

C.1.1 The Contractor shall provide Sexually Transmitted Disease (STD) Testing and Treatment, Human Immunodeficiency Virus (HIV) and Hepatitis C Virus (HCV) Counseling, Testing, and Referral and STD/HIV partner services support.

C.2. Required STD, HIV and HCV Activities and Deliverables

C.2.1 The Contractor shall provide clinical testing, outreach and educational services in the Greater Nashua Area to prevent and control Sexually Transmitted Diseases as well as HIV and Hepatitis C.

C.2.2 The Contractor shall provide STD testing and treatment in accordance with the Centers for Disease Control and Prevention (CDC) treatment guidelines for syphilis, gonorrhea and chlamydia to priority populations at increased risk of infections, as defined by the Department.

C.2.3 The Contractor shall provide STD/HIV/HCV Clinical Services that include, but are not limited to:

C.2.3.1 HIV and HCV counseling and referral services.

C.2.3.2 HIV testing utilizing rapid testing technology for those individuals who meet criteria in accordance with CDC treatment guidelines.

C.2.3.3 HCV testing utilizing rapid test technology for those who meet criteria in accordance with CDC treatment guidelines.

C.2.3.4 Submitting specimens to the NH Public Health Laboratories (NH PHL) for RNA testing for all individuals who test positive for HCV.

C.2.3.5 No-cost STD testing based on IDPICSS criteria.

C.2.4 The Contractor shall accept referrals from the Department for active or on-going TB disease investigation clients and offer HIV testing.

C.2.5 The Contractor shall update an annual reasonable fee scale for individuals who are not eligible for no-cost services based on IDPICSS criteria that includes itemized costs for an office visit and screening for HIV, HCV, syphilis, gonorrhea and/or chlamydia.

C.2.6 The Contractor shall update an annual protocol outlining how the Contractor will procure, store, dispense and track STD medication according to CDC guidelines.

C.2.7 The Contractor shall provide HIV/HCV Testing Activities that include, but are not limited to:

C.2.7.1 Providing voluntary confidential HIV Counseling, Testing and Referral Services utilizing rapid testing technology for individuals who meet CDC

treatment guidelines criteria to the priority populations identified as at increased risk of HIV infection, which include:

C.2.7.1.1 Sex and needle sharing partners of people living with HIV;

C.2.7.1.2 Men who have sex with men;

C.2.7.1.3 Black or Hispanic women;

C.2.7.1.4 Individuals who have ever shared needles;

C.2.7.1.5 Individuals who were ever incarcerated;

C.2.7.1.6 Contacts to a positive STD case and individuals who are symptomatic of a bacterial STD; and

C.2.7.1.7 Individuals who report trading sex for money, drugs, safety or housing.

C.2.7.2 Providing voluntary confidential HCV Counseling, Testing and Referral Services using rapid testing technology in accordance with CDC treatment guidelines to priority populations identified as at increased risk of HCV infection, which include:

C.2.7.2.1 Individuals who have ever shared needles or drug works for injection drug use;

C.2.7.2.2 Individuals who were ever incarcerated; and

C.2.7.2.3 Individuals born between 1945 and 1965.

C.2.7.3 Providing voluntary confidential STD testing and/or treatment based on criteria set forth by IDPICSS. The Contractor shall:

C.2.7.3.1 Submit all specimens that qualify for no-cost testing based on criteria set forth by DPHS to the NH Public Health Laboratories (NH PHL);

C.2.7.3.2 Ensure all clients with a positive STD test receive treatment based on the current CDC STD Treatment Guidelines; and

C.2.7.3.3 Ensure all clients who present as a contact to a positive STD client are tested and provided treatment based on current CDC STD Treatment Guidelines.

C.2.7.4 Performing an annual internal review of agency recruitment plans that detail how the agencies will access the priority populations identified above.

C.2.8 The Contractor shall conduct follow-up for STD/HIV/HCV Clinical Services and HIV/HCV Targeted Testing activities, which include, but are not limited to:

C.2.8.1 Notifying the IDPICSS of all HIV preliminary reactive rapid test results no later than 4:00 PM the following business day, in order to allow the IDPICSS to coordinate expedited confirmatory testing at the NH PHL.

C.2.8.2 Providing the IDPICSS with access to patients with positive diagnoses for the purpose of eliciting, identifying and locating information on sexual and/or needle sharing partners.

C.2.8.3 Assisting the IDPICSS in partner elicitation by interviewing patients with a presumed or definitive STD and/or HIV diagnosis. The Contractor shall ensure:

C.2.8.3.1 Interviews are conducted in accordance with the interview protocols developed by the CDC Partner Services Guidelines for each disease.

C.2.8.3.2 Information gathered, including but not limited to electronic documentation, is provided to the IDPICSS no later than the next business day.

C.2.8.4 Ensuring a minimum of one (1) Contractor staff member completes the CDC Passport to Partner Services training, as funded by the IDPICSS Capacity Building Contractor.

C.2.8.5 Providing assistance with STD/HIV investigations within the Contractor's service area and adhering to DPHS disease investigation standards for those investigations, in the event of an outbreak of STD/HIV.

C.2.8.6 Performing an annual review of protocols that outline processes of:

C.2.8.6.1 Referring HIV positive clients into medical care, which includes the steps taken to document a client has attended their first medical appointment with a HIV medical care provider;

C.2.8.6.2 Referring HCV antibody positive clients into medical care, which includes:

C.2.8.6.2.1 Specific steps taken for clients who test HCV antibody positive and receive RNA testing at time of antibody screening and how those who are confirmed RNA positive have documentation of attendance at their first medical appointment; and

C.2.8.6.2.2 Steps taken for clients who test HCV antibody positive and are not offered a RNA test on site, the steps taken to document the client has been referred to an appropriate provider for RNA testing;

C.2.8.6.3 Risk screening to ensure services are offered to the at-risk populations defined by the IDPICSS or supported by other funding sources;

C.2.8.6.4 How the Contractor will procure, store, dispense and tract STD medication according to CDC guidelines;

C.2.8.7 Submitting specimens being sent to the NH PHL within seventy-two (72) hours of specimen collection.

C.2.9 HIV Testing Health Care Setting

C.2.9.1 The Contractor shall provide HIV counseling, testing and referral services in a geographic area of the State where the disease burden is greatest and during set hours, as determined by the Department.

C.2.9.2 The Contractor shall provide HIV testing in conjunction with STD screening and treatment and HCV testing for individuals who meet the risk-based criteria. The Contractor shall:

C.2.9.2.1 Screen individuals at increased risk of infection and provide treatment; or

C.2.9.2.2 Provide linkage to specialty care for individuals who test positive for infection.

C.2.10 HIV Testing Non Health Care Setting

C.2.10.1 The Contractor shall provide targeted HIV and HCV counseling, testing and referral services to the populations most at risk for infection, which include:

C.2.10.1.1 Men who have sex with men; and

C.2.10.1.2 Injection drug users.

C.2.10.2 The Contractor shall provide services in settings, and at times, where the greatest number of at-risk individuals are available.

C.2.11 Additional Requirements for HIV/HCV/STD Activities

C.2.11.1 The Contractor shall prioritize individuals referred as a result of partner services activities.

C.2.11.2 The Contractor shall utilize funding to procure and maintain the Contractor's rapid testing supplies.

C.2.11.3 The Contractor shall be prepared to perform physical examinations and phlebotomy to collect specimens from clients, as needed, including those who have rapid reactive test result.

C.2.11.4 The Contractor shall send the collected blood specimens to the NH Public Health Laboratories to confirm infection. The Contractor shall:

C.2.11.4.1 Link the clients with confirmed HIV and HCV infections to medical care for services and treatment.

C.2.11.4.2 Work with the correctional facilities, as appropriate, to ensure incarcerated individuals with confirmed HIV and HCV infections have linkage to care available to them upon release.

C.3. Compliance and Reporting Requirements

C.3.1 The Contractor shall comply with the Department's DPHS security and confidentiality guidelines related to all Protected Health Information (PHI).

C.3.2 The Contractor shall 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.

C.3.3 The Contractor shall refer to Exhibit K, DHHS Information Security Requirements, of this contract for information regarding secure transmission of data.

C.3.4 The Contractor shall identify the individual who:

C.3.4.1 Is the Contractor's single point of contact for STD/HIV/HCV Clinical Services;

C.3.4.2 Is responsible for accurate timely reporting; and

C.3.4.3 Is responsible for responding to the IDPICSS' inquiries.

C.3.5 The Contractor shall complete and submit all required documentation on appropriate forms supplied by the IDPICSS, which includes but is not limited to client visiting and testing data collection forms, within thirty (30) days of specimen collection for each client supported through this agreement.

C.3.6 The Contractor shall maintain ongoing medical records that comply with the NH Bureau of Health Facility requirements for each client, ensuring availability to the Department upon request.

C.3.7 The Contractor shall review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

C.4. Numbers Served

C.4.1 The Contractor shall provide Healthcare STD/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.

C.4.2 The Contractor shall 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.

C.5. Performance Measures

C.5.1 The Contractor shall ensure 90% of non-reactive HIV rapid test results are returned to clients within twenty-four (24) hours of testing date.

C.5.2 The Contractor shall ensure 90% of reactive HIV rapid test results are returned to clients within twenty-four (24) hours of testing date.

C.5.3 The Contractor shall ensure 95% of newly identified, confirmed HIV positive test results are returned to clients within fourteen (14) days of confirmatory test date.

C.5.4 The Contractor shall ensure 95% of newly identified HIV positive cases referred to medical care attend their first medical appointment within thirty (30) days of receiving a positive test result.

C.5.5 The Contractor shall ensure 80% of individuals diagnosed with Chlamydia receive appropriate treatment within fourteen (14) days of specimen collection.

C.5.6 The Contractor shall ensure 80% of individuals diagnosed with Gonorrhea receive appropriate treatment within fourteen (14) days of specimen collection.

C.5.7 The Contractor shall ensure 80% of individuals diagnosed with Primary or Secondary Syphilis receive appropriate treatment within fourteen (14) days of specimen collection.

C.5.8 The Contractor shall ensure 90% of non-reactive HCV rapid test results are returned to clients within twenty-four (24) hours of testing date.

C.5.9 The Contractor shall ensure 90% of reactive HCV rapid test results are returned to clients within twenty-four (24) hours of testing date.

C.5.10 The Contractor shall ensure 95% of newly identified HCV antibody positive individuals who do not receive an RNA test at the time of antibody screening have a documented referral to medical care at that time.

C.5.11 The Contractor shall ensure 95% of newly identified, HCV RNA positive test results are returned to clients within fourteen (14) days of a positive RNA test result.

C.5.12 The Contractor shall ensure 95% of newly identified confirmed HCV positive cases referred to medical care attend their first medical appointment within thirty (30) days of receiving a positive test result.

Part D: Lead Poisoning Care Coordination and Case Management

D.1. Project Description

D.1.1 The Contractor shall 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 Environment Section, Healthy Homes and Lead Poisoning Prevention Program (HHLPPP).

D.1.2 The Contractor shall provide three (3) key services that include:

D.1.2.1 Parent notification letters;

D.1.2.2 Property owner notifications letters; and

D.1.2.3 Nurse case management services for children with elevated blood lead levels 5 micrograms per deciliter (mcg/dL) or higher.

D.2. Required Care Coordination and Case Management Activities

D.2.1 Care Coordination and Case Management Activities

D.2.1.1 The Contractor shall provide care coordination and nurse case management services for children 72 months of age or younger with elevated blood lead of ≥3 mcg/dL who live in the City of Nashua, Amherst, Brookline, Hollis, Hudson, Litchfield, Lyndeborough, Mason, Merrimack, Milford, Mont Vernon, Pelham and Wilton. The Contractor shall ensure services include:

D.2.1.1.1 Providing parent and property owner notifications;

D.2.1.1.2 Providing education; and

D.2.1.1.3 Providing case management services.

D.2.1.2 The Contactor shall participate in training coordinated by the Department's HHLPPP on the new CDC Healthy Homes and Lead Poisoning Surveillance System (HHLPSS) and, when available, utilize the system for tracking and documenting all care coordination and case management activities.

D.2.1.3 The Contractor shall participate in quarterly Nurse Case Management meetings coordinated by the HHLPPP to:

D.2.1.3.1 Review protocols;



D.2.1.3.2 Review caseload;

D.2.1.3.3 Discuss logistics; and

D.2.1.3.4 Identify and remove barriers to successful case management.

D.2.1.4 The Contractor shall 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.

D.2.2 Parent Notification

D.2.2.1 The Contractor shall provide notification and education to all parents of children 72 months of age or younger with elevated blood lead levels 3 to 4.9 mcg/dL, in accordance with NH RSA 130-A:6-b Parent Notification, Lead Paint Poisoning Prevention and Control.

D.2.3 Property Owner Notification

D.2.3.1 The Contractor shall provide notification and education to owners of dwellings or dwelling units where children 72 months of age or younger reside and have elevated venous blood lead levels 3 to 4.9 mcg/dL, in accordance with NH RSA 130-A:6-a Property Owner Notification, Lead Paint Poisoning Prevention and Control.

D.2.4 Nurse Case Management

D.2.4.1 The Contractor shall provide Nurse Case Management services for children 72 months or younger with a confirmed elevated venous blood lead level ≥5.0 mcg/dL, in accordance with the HHLPPP 2019 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.

D.2.4.2 The Contractor shall 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.

D.2.4.3 The Contractor shall provide in-home or telephonic Nurse Case Management services in accordance with the 2019 Best Practices in Lead Case Management for Public Health Nurses document for children with elevated blood lead levels ≥5.0 mcg/dL.

D.2.4.4 The Contractor shall ensure children with elevated blood lead levels ≥15 mcg/dL receive an in-home visit as part of the case management services.

D.2.4.5 The Contractor shall make a referral to the HHLPPP Environmentalist for an in-home investigation for children 72 months of age or younger within ten (10) business days of obtaining an elevated blood lead report.

D.2.4.6 The Contractor shall work with families of children 72 months of age or younger with elevated blood lead levels ≥5.0 mcg/dL to successfully link families to Women, Infant and Children's (WIC) Nutrition Program services.

D.2.4.7 The Contractor shall work with families of children 72 months of age or younger with elevated blood lead levels ≥5.0 mcg/dL to successfully link families to Early Intervention Services (EIS).

D.2.4.8 The Contractor shall report to the HHLPPP which families have been referred to WIC and EIS and which referrals were successfully linked to services.

D.2.5 Greater Nashua Public Health Region Lead Stakeholders Group

D.2.5.1 The Contractor shall participate in the Greater Nashua Public Health Region Lead Stakeholder meetings in order to:

D.2.5.1.1 Coordinate referrals with regional partners; and

D.2.5.1.2 Address healthy home and lead poisoning primary prevention.

D.3. Staffing

D.3.1 The Contractor shall notify the HHLPPP in writing within one (1) month of hire when a new administrator or 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.

D.3.2 The Contractor shall notify the HHLPPP in writing if the position of public health nurse is vacant for more than one (1) month.

D.3.3 The Contractor shall notify the HHLPPP in writing if at any time the site funded under this agreement does not have adequate staffing to perform all required services for more than one (1) month.

D.4. Reporting Requirements

D.4.1. The Contractor shall 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 all reports include:

D.4.1.1 The number of Parent Notification letters mailed;

D.4.1.2 The number of Property Owner Notification letters mailed;

D.4.1.3 The status of all individuals receiving Nurse Case Management services;

D.4.1.4 The number of cases that have been closed or discharged with reason included;

D.4.1.5 The number of Lead Stakeholder meetings attended;



Exhibit A – Amendment 2

D.4.1.6 The number of families referred to WIC nutrition services;

D.4.1.7 The number of families successfully linked to WIC nutrition services;

D.4.1.8 The number of families referred to EIS; and

D.4.1.9 The number of families successfully linking to EIS.

D.4.2 The Contractor shall ensure all PHI, 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 HHLPSS Surveillance system.

Exhibit B-4 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: City of Nashua

Budget Request for: Immunization Program
(Name of RFP)

Budget Period: July 1, 2021 - June 30, 2022 (SFY 22)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 40,516.00	$ 7,280.00	$ 47,796.00	Based on actual costs
2. Employee Benefits	$ 15,908.00	$ -	$ 15,908.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:		$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ 525.00	$ -	$ 525.00	
Purchase/Depreciation	$ 1,200.00	$ -	$ 1,200.00	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 300.00	$ -	$ 300.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ 250.00	$ -	$ 250.00	
Medical	$ 2,500.00	$ -	$ 2,500.00	
Office	$ 1,200.00	$ -	$ 1,200.00	
6. Travel	$ 600.00	$ -	$ 600.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone		$ -	$ -	
Postage	$ 221.00	$ -	$ 221.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software		$ -	$ -	
10. Marketing/Communications	$ 5,500.00	$ -	$ 5,500.00	
11. Staff Education and Training	$ 1,500.00	$ -	$ 1,500.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory)	$ -	$ -	$ -	
14. Printing	$ 2,500.00	$ -	$ 2,500.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 72,720.00	$ 7,280.00	$ 80,000.00	
Indirect As A Percent of Direct		10.0%		

Contractor Initials: DCS

Date: 11/29/21

Exhibit B-4 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: City of Nashua

Budget Request for: HIV Prevention
(Name of RFP)

Budget Period: July 1, 2021 - June 30, 2022 (SFY 2022)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 57,048.00	$ 10,142.00	$ 67,190.00	Based on actual costs
2. Employee Benefits	$ 18,934.00	$ -	$ 18,934.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation		$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 500.00	$ -	$ 500.00	
Lab	$ 850.00	$ -	$ 850.00	
Pharmacy	$ 1,000.00	$ -	$ 1,000.00	
Medical	$ 1,000.00	$ -	$ 1,000.00	
Office	$ 700.00	$ -	$ 700.00	
6. Travel	$ 550.00	$ -	$ 550.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone		$ -	$ -	
Postage	$ 276.00	$ -	$ 276.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software		$ -	$ -	
10. Marketing/Communications	$ 10,000.00	$ -	$ 10,000.00	
11. Staff Education and Training	$ 2,500.00	$ -	$ 2,500.00	
12. Subcontracts/Agreements	$ 3,000.00	$ -	$ 3,000.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Disposal Services	$ 3,500.00	$ -	$ 3,500.00	
15. Printing	$ 1,500.00	$ -	$ 1,500.00	
	$ -	$ -	$ -	
TOTAL	$ 101,358.00	$ 10,142.00	$ 111,500.00	

Indirect As A Percent of Direct 10.0%

Contractor Initials: AW

Date 11/29/21

Exhibit B-4 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: City of Nashua

Budget Request for: STD Prevention
(Name of RFP)

Budget Period: July 1, 2021 - June 30, 2022 (SFY22)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 8,640.00	$ 1,452.00	$ 10,092.00	Based on actual costs
2. Employee Benefits	$ 4,101.00	$ -	$ 4,101.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 200.00	$ -	$ 200.00	
Lab	$ 300.00	$ -	$ 300.00	
Pharmacy	$ -	$ -	$ -	
Medical	$ 250.00	$ -	$ 250.00	
Office	$ 150.00	$ -	$ 150.00	
6. Travel	$ 150.00	$ -	$ 150.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 250.00	$ -	$ 250.00	
Postage	$ 57.00	$ -	$ 57.00	
Subscriptions	$ 50.00	$ -	$ 50.00	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 100.00	$ -	$ 100.00	
11. Staff Education and Training	$ 50.00	$ -	$ 50.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (Testing Incentives):	$ -	$ -	$ -	
14. Printing	$ 250.00	$ -	$ 250.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 14,548.00	$ 1,452.00	$ 16,000.00	

Indirect As A Percent of Direct 10.0%

Contractor Initials

Date 11/29/21

Exhibit B-4 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: City of Nashua

Budget Request for: Tuberculosis
(Name of RFP)

Budget Period: July 1, 2021 - June 30, 2022 (SFY 2022)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 14,820.00	$ 3,180.00	$ 18,000.00	Based on actual costs
2. Employee Benefits	$ 5,235.00	$ -	$ 5,235.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation		$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational		$ -	$ -	
Lab		$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 5,000.00	$ -	$ 5,000.00	
Office	$ 500.00	$ -	$ 500.00	
6. Travel	$ 1,200.00	$ -	$ 1,200.00	
7. Occupancy:	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone		$ -	$ -	
Postage	$ 165.00	$ -	$ 165.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software		$ -	$ -	
10. Marketing/Communications	$ 2,500.00	$ -	$ 2,500.00	
11. Staff Education and Training	$ 1,200.00	$ -	$ 1,200.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Printing	$ 1,200.00	$ -	$ 1,200.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	**$ 31,820.00**	**$ 3,180.00**	**$ 35,000.00**	

Indirect As A Percent of Direct 10.0%

Contractor Initials

Date 11/29/21

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Exhibit B-4 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: City of Nashua

Budget Request for: Healthy Home & Lead Poisoning Prevention Case Management
(Name of RFP)

Budget Period: July 1, 2021 - June 30, 2022 (SFY 2022)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 12,724.00	$ 2,723.00	$ 15,447.00	Actual costs
2. Employee Benefits	$ 5,194.00	$ -	$ 5,941.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation		$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 500.00	$ -	$ 500.00	
Lab		$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 800.00	$ -	$ 800.00	
Office	$ 500.00	$ -	$ 500.00	
6. Travel	$ 500.00	$ -	$ 500.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone		$ -	$ -	
Postage	$ 312.00	$ -	$ 312.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software		$ -	$ -	
10. Marketing/Communications	$ 5,000.00	$ -	$ 5,000.00	
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	
12. Subcontracts/Agreements		$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 27,277.00	$ 2,723.00	$ 30,000.00	

Indirect As A Percent of Direct 10.0%

Contractor Initials: [signature]

Date: 11/29/21

Exhibit B-4 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: City of Nashua

Budget Request for: STD Workforce Development COVID-19
(Name of RFP)

Budget Period: July 1, 2021 - June 30, 2022 (SFY22)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 114,767.00	$ 10,702.00	$ 125,469.00	Based on actual costs
2. Employee Benefits	$ 57,683.00	$ -	$ 57,683.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 500.00	$ -	$ 500.00	
Lab	$ 8,000.00	$ -	$ 8,000.00	
Pharmacy	$ -	$ -	$ -	
Medical	$ 2,778.00	$ -	$ 2,778.00	
Office	$ 9,422.00	$ -	$ 9,422.00	
6. Travel	$ 3,176.00	$ -	$ 3,176.00	
7. Occupancy		$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 1,879.00	$ -	$ 1,879.00	
Postage	$ 508.00	$ -	$ 508.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 5,500.00	$ -	$ 5,500.00	
11. Staff Education and Training	$ 1,335.00	$ -	$ 1,335.00	
12. Subcontracts/Agreements	$ 2,000.00	$ -	$ 2,000.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Printing	$ 750.00	$ -	$ 750.00	
15. Technology Support	$ 3,000.00	$ -	$ 3,000.00	
16. Language Line Support	$ 3,000.00	$ -	$ 3,000.00	
TOTAL	$ 214,298.00	$ 10,702.00	$ 225,000.00	

Indirect As A Percent of Direct 5.0%

Contractor Initial: DK

Date: 11/29/21

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Exhibit B-5 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: City of Nashua

Budget Request for: Immunization Program
(Name of RFP)

Budget Period: July 1, 2022 - June 30, 2023 (SFY 23)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 33,557.00	$ 5,896.00	$ 39,453.00	Based on actual costs
2. Employee Benefits	$ 14,579.00	$ -	$ 14,579.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ 525.00	$ -	$ 525.00	
Purchase/Depreciation	$ 1.00	$ -	$ 1.00	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 300.00	$ -	$ 300.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ 250.00	$ -	$ 250.00	
Medical	$ 800.00	$ -	$ 800.00	
Office	$ 500.00	$ -	$ 500.00	
6. Travel	$ 600.00	$ -	$ 600.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 1,200.00	$ -	$ 1,200.00	
Postage	$ 142.00	$ -	$ 142.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software		$ -	$ -	
10. Marketing/Communications	$ 3,500.00	$ -	$ 3,500.00	
11. Staff Education and Training	$ 500.00	$ -	$ 500.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Printing	$ 1,150.00	$ -	$ 1,150.00	
15. Technology Support	$ 1,500.00	$ -	$ 1,500.00	
	$ -	$ -	$ -	
TOTAL	**$ 59,104.00**	**$ 5,896.00**	**$ 65,000.00**	
Indirect As A Percent of Direct		10.0%		

Contractor Initials

Date 11/29/21

Exhibit B-5 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: City of Nashua

Budget Request for: HIV Prevention
(Name of RFP)

Budget Period: July 1, 2022 - June 30, 2023 (SFY 2023)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 55,446.00	$ 10,429.00	$ 65,875.00	Based on actual costs
2. Employee Benefits	$ 19,994.00	$ -	$ 19,994.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ 200.00	$ -	$ 200.00	
Purchase/Depreciation	$ 300.00	$ -	$ 300.00	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 500.00	$ -	$ 500.00	
Lab	$ 700.00	$ -	$ 700.00	
Pharmacy	$ 1,000.00	$ -	$ 1,000.00	
Medical	$ 1,000.00	$ -	$ 1,000.00	
Office	$ 500.00	$ -	$ 500.00	
6. Travel	$ 1,000.00	$ -	$ 1,000.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 1,000.00	$ -	$ 1,000.00	
Postage	$ 231.00	$ -	$ 231.00	
Subscriptions	$ 200.00	$ -	$ 200.00	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ 4,500.00	$ -	$ 4,500.00	
10. Marketing/Communications	$ 8,000.00	$ -	$ 8,000.00	
11. Staff Education and Training	$ 2,500.00	$ -	$ 2,500.00	
12. Subcontracts/Agreements	$ 3,000.00	$ -	$ 3,000.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Disposal Services	$ 3,000.00	$ -	$ 3,000.00	
15. Printing	$ 1,000.00	$ -	$ 1,000.00	
16. Technology Support	$ 500.00	$ -	$ 500.00	
TOTAL	$ 104,571.00	$ 10,429.00	$ 115,000.00	

Indirect As A Percent of Direct 10.0%

Contractor Initials

Date 11/29/21

Exhibit B-5 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: City of Nashua

Budget Request for: STD Prevention
(Name of RFP)

Budget Period: July 1, 2022 - June 30, 2023 (SFY23)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 8,640.00	$ 1,452.00	$ 10,092.00	Based on actual costs
2. Employee Benefits	$ 4,101.00	$ -	$ 4,101.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 200.00	$ -	$ 200.00	
Lab	$ 300.00	$ -	$ 300.00	
Pharmacy	$ -	$ -	$ -	
Medical	$ 250.00	$ -	$ 250.00	
Office	$ 150.00	$ -	$ 150.00	
6. Travel	$ 150.00	$ -	$ 150.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 250.00	$ -	$ 250.00	
Postage	$ 57.00	$ -	$ 57.00	
Subscriptions	$ 50.00	$ -	$ 50.00	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 100.00	$ -	$ 100.00	
11. Staff Education and Training	$ 50.00	$ -	$ 50.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (Testing Incentives)	$ -	$ -	$ -	
14. Printing	$ 250.00	$ -	$ 250.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 14,548.00	$ 1,452.00	$ 16,000.00	

Indirect As A Percent of Direct 10.0%

Contractor Initials: [signature]

Date: 11/29/21

Exhibit B-5 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: City of Nashua

Budget Request for: Tuberculosis
(Name of RFP)

Budget Period: July 1, 2022 - June 30, 2023 (SFY 2023)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 12,005.00	$ 3,190.00	$ 15,195.00	Based on actual costs
2. Employee Benefits	$ 5,172.00	$ -	$ 5,172.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 250.00	$ -	$ 250.00	
Lab	$ 250.00	$ -	$ 250.00	
Pharmacy	$ 50.00	$ -	$ 50.00	
Medical	5,000	$ -	$ 5,000.00	
Office	500	$ -	$ 500.00	
6. Travel	1,200	$ -	$ 1,200.00	
7. Occupancy		$ -	$ -	
8. Current Expenses		$ -	$ -	
Telephone	1,000	$ -	$ 1,000.00	
Postage	133	$ -	$ 133.00	
Subscriptions	50	$ -	$ 50.00	
Audit and Legal		$ -	$ -	
Insurance		$ -	$ -	
Board Expenses		$ -	$ -	
9. Software	1,000	$ -	$ 1,000.00	
10. Marketing/Communications	2,500	$ -	$ 2,500.00	
11. Staff Education and Training	1,200	$ -	$ 1,200.00	
12. Subcontracts/Agreements		$ -	$ -	
13. Other (specific details mandatory):		$ -	$ -	
14. Printing	1,000	$ -	$ 1,000.00	
15. Technology Support	$ 500.00	$ -	$ 500.00	
	$ -	$ -	$ -	
TOTAL	$ 31,810.00	$ 3,190.00	$ 35,000.00	

Indirect As A Percent of Direct 10.0%

Contractor Initials: [signature]

Date 11/29/21

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Exhibit B-5 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: City of Nashua

Budget Request for: Healthy Home & Lead Poisoning Prevention Case Management
(Name of RFP)

Budget Period: July 1, 2022 - June 30, 2023 (SFY 2023)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 15,550.00	$ 2,720.00	$ 18,270.00	Actual costs
2. Employee Benefits	$ 6,408.00	$ -	$ 6,408.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ 50.00	$ -	$ 50.00	
5. Supplies:	$ -	$ -	$ -	
Educational	250	$ -	$ 250.00	
Lab		$ -	$ -	
Pharmacy		$ -	$ -	
Medical	300	$ -	$ 300.00	
Office	250	$ -	$ 250.00	
6. Travel	500	$ -	$ 500.00	
7. Occupancy		$ -	$ -	
8. Current Expenses		$ -	$ -	
Telephone	300	$ -	$ 300.00	
Postage	172	$ -	$ 172.00	
Subscriptions		$ -	$ -	
Audit and Legal		$ -	$ -	
Insurance		$ -	$ -	
Board Expenses		$ -	$ -	
9. Software	250	$ -	$ 250.00	
10. Marketing/Communications	2,000	$ -	$ 2,000.00	
11. Staff Education and Training	500	$ -	$ 500.00	
12. Subcontracts/Agreements		$ -	$ -	
13. Other (specific details mandatory):		$ -	$ -	
14. Printing	$ 250.00	$ -	$ 250.00	
15. Technology Support	$ 500.00	$ -	$ 500.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 27,280.00	$ 2,720.00	$ 30,000.00	

Indirect As A Percent of Direct 10.0%

Contractor Initials: DH

Date: 11/29/21

Exhibit B-5 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: City of Nashua

Budget Request for: STD Workforce Development COVID-19
(Name of RFP)

Budget Period: July 1, 2022 - June 30, 2023 (SFY23)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 95,549.00	$ 13,661.00	$ 109,210.00	Based on actual costs
2. Employee Benefits	$ 30,476.00	$ -	$ 30,476.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 100.00	$ -	$ 100.00	
Lab	$ 300.00	$ -	$ 300.00	
Pharmacy	$ -	$ -	$ -	
Medical	$ 300.00	$ -	$ 300.00	
Office	$ 300.00	$ -	$ 300.00	
6. Travel	$ 350.00	$ -	$ 350.00	
7. Occupancy		$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 500.00	$ -	$ 500.00	
Postage	$ 64.00	$ -	$ 64.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ 400.00	$ -	$ 400.00	
10. Marketing/Communications	$ 6,000.00	$ -	$ 6,000.00	
11. Staff Education and Training	$ 500.00	$ -	$ 500.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Printing	$ 500.00	$ -	$ 500.00	
15. Technology Support	$ 500.00	$ -	$ 500.00	
16. Language Line Support	$ 500.00	$ -	$ 500.00	
TOTAL	$ 136,339.00	$ 13,661.00	$ 150,000.00	
Indirect As A Percent of Direct		10.0%		

Contractor Initials

Date 11/29/21

Exhibit B-6 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: City of Nashua

Budget Request for: Immunization Program
(Name of RFP)

Budget Period: July 1 2023 - December 31, 2023 (SFY 24)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 15,607.00	$ 3,176.00	$ 18,783.00	Based on actual costs
2. Employee Benefits	$ 6,805.00	$ -	$ 6,805.00	
3. Consultants		$ -	$ -	
4. Equipment:		$ -	$ -	
Rental		$ -	$ -	
Repair and Maintenance	$ 200.00	$ -	$ 200.00	
Purchase/Depreciation	$ 300.00	$ -	$ 300.00	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 250.00	$ -	$ 250.00	
Lab	$ 200.00	$ -	$ 200.00	
Pharmacy	$ 150.00	$ -	$ 150.00	
Medical	$ 500.00	$ -	$ 500.00	
Office	$ 250.00	$ -	$ 250.00	
6. Travel	$ 500.00	$ -	$ 500.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 700.00	$ -	$ 700.00	
Postage	$ 112.00	$ -	$ 112.00	
Subscriptions	$ 150.00	$ -	$ 150.00	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ 1,000.00	$ -	$ 1,000.00	
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	
11. Staff Education and Training	$ 600.00	$ -	$ 600.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Printing	$ 500.00	$ -	$ 500.00	
	$ 500.00	$ -	$ 500.00	
	$ -	$ -	$ -	
TOTAL	$ 29,324.00	$ 3,176.00	$ 32,500.00	
Indirect As A Percent of Direct		10.8%		

Contractor Initials

Date 11/29/2022

Exhibit B-6 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: City of Nashua

Budget Request for: HIV Prevention
(Name of RFP)

Budget Period: July 1, 2023 - December 31, 2023 (SFY 2024)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 31,648.00	$ 5,250.00	$ 36,898.00	Based on actual costs
2. Employee Benefits	$ 9,027.00	$ -	$ 9,027.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ 200.00	$ -	$ 200.00	
Repair and Maintenance	$ 300.00	$ -	$ 300.00	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 350.00	$ -	$ 350.00	
Lab	$ 350.00	$ -	$ 350.00	
Pharmacy	$ 350.00	$ -	$ 350.00	
Medical	$ 500.00	$ -	$ 500.00	
Office	$ 250.00	$ -	$ 250.00	
6. Travel	$ 500.00	$ -	$ 500.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 500.00	$ -	$ 500.00	
Postage	$ 125.00	$ -	$ 125.00	
Subscriptions	$ 150.00	$ -	$ 150.00	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ 500.00	$ -	$ 500.00	
10. Marketing/Communications	$ 4,000.00	$ -	$ 4,000.00	
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Disposal Services	$ 1,500.00	$ -	$ 1,500.00	
15. Printing	$ 500.00	$ -	$ 500.00	
16 Technology support	$ 500.00	$ -	$ 500.00	
TOTAL	**$ 52,250.00**	**$ 5,250.00**	**$ 57,500.00**	
Indirect As A Percent of Direct		10.0%		

Contractor Initials

Date 11/29/21

Exhibit B-6 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: City of Nashua

Budget Request for: STD Prevention
(Name of RFP)

Budget Period: July 1, 2023 - December 31, 2023 (SFY24)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 4,965.00	$ -	$ 4,965.00	Based on actual costs
2. Employee Benefits	$ 1,995.00	$ -	$ 1,995.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 25.00	$ -	$ 25.00	
Lab	$ 25.00	$ -	$ 25.00	
Pharmacy	$ -	$ -	$ -	
Medical	$ 25.00	$ -	$ 25.00	
Office	$ 10.00	$ -	$ 10.00	
6. Travel	$ 10.00	$ -	$ 10.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 10.00	$ -	$ 10.00	
Postage	$ 10.00	$ -	$ 10.00	
Subscriptions	$ 50.00	$ -	$ 50.00	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 50.00	$ -	$ 50.00	
11. Staff Education and Training	$ 50.00	$ -	$ 50.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (Testing Incentives):	$ -	$ -	$ -	
14. Printing	$ 50.00	$ -	$ 50.00	
		$ -	$ -	
	$ 725.00	$ -	$ 725.00	
TOTAL	$ 8,000.00	$	$ 8,000.00	
Indirect As A Percent of Direct		0.0%		

Contractor Initials

Date 11/29/21

Exhibit B-6 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: City of Nashua

Budget Request for: Tuberculosis
(Name of RFP)

Budget Period: July 1, 2023 - December 31, 2023 (SFY 2024)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 10,569.00	$ 1,595.00	$ 12,164.00	Based on actual costs
2. Employee Benefits	$ 4,246.00	$ -	$ 4,246.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 25.00	$ -	$ 25.00	
Lab	$ 25.00	$ -	$ 25.00	
Pharmacy	$ 25.00	$ -	$ 25.00	
Medical	250	$ -	$ 250.00	
Office	50	$ -	$ 50.00	
6. Travel	50	$ -	$ 50.00	
7. Occupancy		$ -	$ -	
8. Current Expenses		$ -	$ -	
Telephone	250	$ -	$ 250.00	
Postage	15	$ -	$ 15.00	
Subscriptions	50	$ -	$ 50.00	
Audit and Legal		$ -	$ -	
Insurance		$ -	$ -	
Board Expenses		$ -	$ -	
9. Software	50	$ -	$ 50.00	
10. Marketing/Communications	50	$ -	$ 50.00	
11. Staff Education and Training	50	$ -	$ 50.00	
12. Subcontracts/Agreements		$ -	$ -	
13. Other (specific details mandatory):		$ -	$ -	
14. Printing	100	$ -	$ 100.00	
15. Technical support	$ 100.00	$ -	$ 100.00	
	$ -	$ -	$ -	
TOTAL	$ 15,905.00	$ 1,595.00	$ 17,500.00	
Indirect As A Percent of Direct		10.0%		

Contractor Initials: [signature]

Date 11/29/21

Exhibit B-6 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: City of Nashua

Budget Request for: Healthy Home & Lead Poisoning Prevention Case Management
(Name of RFP)

Budget Period: July 1, 2023 - December 31, 2023 (SFY 2024)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 8,521.00	$ 1,366.00	$ 9,887.00	Actual costs
2. Employee Benefits	$ 2,737.00	$ -	$ 2,737.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ 50.00	$ -	$ 50.00	
5. Supplies:	$ -	$ -	$ -	
Educational	250	$ -	$ 250.00	
Lab		$ -	$ -	
Pharmacy		$ -	$ -	
Medical	100	$ -	$ 100.00	
Office	50	$ -	$ 50.00	
6. Travel	100	$ -	$ 100.00	
7. Occupancy		$ -	$ -	
8. Current Expenses		$ -	$ -	
Telephone	400	$ -	$ 400.00	
Postage	26	$ -	$ 26.00	
Subscriptions		$ -	$ -	
Audit and Legal		$ -	$ -	
Insurance		$ -	$ -	
Board Expenses		$ -	$ -	
9. Software	100	$ -	$ 100.00	
10. Marketing/Communications	400	$ -	$ 400.00	
11. Staff Education and Training	300	$ -	$ 300.00	
12. Subcontracts/Agreements		$ -	$ -	
13. Other (specific details mandatory):		$ -	$ -	
14. Printing	$ 100.00	$ -	$ 100.00	
15. Technology Support	$ 500.00	$ -	$ 500.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 13,634.00	$ 1,366.00	$ 15,000.00	
Indirect As A Percent of Direct		10.0%		

Contractor Initials: [signature]

Date: 11/29/21

Exhibit B-6 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: City of Nashua

Budget Request for: STD Workforce Development COVID-19
(Name of RFP)

Budget Period: July 1, 2023 - December 31, 2023 (SFY24)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 55,396.00	$ 6,817.00	$ 62,213.00	Based on actual costs
2. Employee Benefits	$ 11,871.00	$ -	$ 11,871.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 50.00	$ -	$ 50.00	
Lab	$ 50.00	$ -	$ 50.00	
Pharmacy	$ -	$ -	$ -	
Medical	$ 50.00	$ -	$ 50.00	
Office	$ 50.00	$ -	$ 50.00	
6. Travel	$ 50.00	$ -	$ 50.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 100.00	$ -	$ 100.00	
Postage	$ 16.00	$ -	$ 16.00	
Subscriptions	$ 50.00	$ -	$ 50.00	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 300.00	$ -	$ 300.00	
11. Staff Education and Training	$ 50.00	$ -	$ 50.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Printing	$ 50.00	$ -	$ 50.00	
15. Technology Support	$ 50.00	$ -	$ 50.00	
16. Language Line	$ 50.00	$ -	$ 50.00	
TOTAL	$ 68,183.00	$ 6,817.00	$ 75,000.00	
Indirect As A Percent of Direct		10.0%		

Contractor Initials

Date 11/29/21

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

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

August 18, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to **Retroactively** amend an existing **Sole Source** agreement with the vendor listed in bold below, for infectious disease and lead poisoning testing, public health investigation, case management as well as outreach and education services, by exercising a contract renewal option by increasing the total price limitation by $456,000 from $1,545,455 to $2,001,455 and by extending the completion date from June 30, 2020 to December 31, 2021 effective retroactive to July 1, 2020 upon Governor and Council approval. 58% Federal Funds. 32% General Funds. 10% Other Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
City of Nashua, Division of Public Health and Community Services	**177441-B011**	**Greater Nashua Area**	**$415,800**	**$456,000**	**$871,800**	**O: 8/22/18 Item #7**
Manchester Health Department	177433-B009	Greater Manchester Area	$1,129,655	$0	$1,129,655	O: 8/22/18 Item #7 A1: 12/19/18 Item #15 A2: 6/24/20 Item #45A
		Total:	**$1,545,455**	**$456,000**	**$2,001,455**	

Funds are available in the following accounts for State Fiscal Year 2021 and are anticipated to be available in State Fiscal Year 2022, 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 **Retroactive** because the Department did not have the fully executed amendment documents in time for Governor and Executive Council approval to prevent the current contract from expiring. This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments be labelled as sole source. The City of Nashua, Division of Public Health and Community Services and the Manchester Health Department are the only local municipal public health entities with the legal authority and infrastructure necessary to provide disease surveillance and investigation; mitigate public health hazards; and enforce applicable laws and regulations in the Greater Nashua and Greater Manchester areas.

The purpose of this request is to continue limiting the spread of infectious diseases including tuberculosis, human immunodeficiency virus (HIV), sexually transmitted diseases (STDs) and hepatitis C Virus (HCV). This request for the City of Nashua represents the second of two (2) requests submitted for Governor and Council approval. The Governor and Council approved Amendment #2 to the contract with the Manchester Health Department on June 24, 2020, Item #45A.

From July 1, 2020 to December 31, 2021, an estimated two hundred fifty (250) individuals will be served in the Greater Nashua Area through STD/HIV/HCV clinical services and prioritized HIV/HCV testing. In addition, two hundred (200) children will be served through lead case management services in the Greater Nashua Area.

The Contractor provides services through effective partnerships with community and local health care systems for the purposes of:

- Increasing immunization rates among children, adolescents and adults; and
- Detecting, treating and preventing the spread of infectious diseases.

Additionally, the Contractor will provide community-based lead poisoning case management services to ensure children receive timely monitoring of their blood lead levels, treatment coordination, referrals, data collection as well as health information and counseling on how to maintain lead-safe housing.

The City of Nashua, Division of Public Health and Community Services will also assist with prevention activities including technical assistance to families and property owners to create and maintain lead-safe housing.

The Greater Nashua and Greater Manchester Areas are designated as the highest-risk areas in the State due to the increased prevalence of risk factors for lead poisoning that include age of house, children on Medicaid and children living in poverty. Community based childhood lead poisoning case management helps to ensure that any child with an elevated blood lead screening or positive test result receives timely, appropriate, comprehensive and coordinated medical and environmental follow-up, resulting in decreased blood lead levels.

Elevated blood lead levels can accumulate in the body over months or years of exposure. This accumulation can have a number of adverse effects on children. Low-level lead exposures less than 5 µg/dL can negatively impact children's attention span, executive functions, visual-spatial skills, speech, language, as well as fine and gross motor skills, which can result in increased impulsivity and aggression in children.

The Department will monitor contracted services using the following performance measures:

- Ninety percent (90%) of non-reactive HIV rapid test results are returned to clients within twenty-four (24) hours of testing date.
- Ninety percent (90%) of reactive HIV rapid tests results are returned to clients within twenty-four (24) hours of testing date.
- Ninety-five percent (95%) of newly identified, confirmed HIV positive test results are returned to clients within fourteen (14) days of confirmatory test date.
- Ninety-five percent (95%) of newly identified HIV positive cases referred to medical care attend their first medical appointment within thirty (30) days of receiving a positive test result.
- Eighty percent (80%) of individuals diagnosed with Chlamydia receive appropriate treatment within fourteen (14) days of specimen collection.
- Eighty percent (80%) of individuals diagnosed with Gonorrhea receive appropriate treatment within fourteen (14) days of specimen collection.
- Eighty percent (80%) of individuals diagnosed with Primary or Secondary Syphilis receive appropriate treatment within fourteen (14) days of specimen collection.
- Ninety percent (90%) of non-reactive HCV rapid tests results are returned to clients within twenty-four (24) hours of testing date.
- Ninety percent (90%) of reactive HCV rapid test results are returned to clients within twenty-four (24) hours of testing date.
- Ninety-five percent (95%) of newly identified HCV antibody positive individuals who do not receive an RNA test at the time of antibody screening have a documented referral to medical care at that time.
- Ninety five percent (95%) of newly identified, HCV RNA positive test results are returned to clients within fourteen (14) days of a positive RNA test result.
- Ninety five (95%) of newly identified confirmed HCV positive cases referred to medical care attend their first medical appointment within thirty (30) days of receiving a positive test result.
- One hundred percent (100%) of children 72 months of age and younger with elevated blood lead levels above the action limit receive case management services.
- One hundred percent (100%) of parents and/or guardians of children 72 months of age and younger with elevated blood lead levels above the action limit receive notification letters that include education and outreach services.
- One hundred percent (100%) of property owners identified where children 72 months of age and younger with elevated blood lead level between 3 µg/dL and the action limit reside receive notification letters that include education and outreach services.

As referenced in Exhibit C-1 Revisions to General Provisions of the original contract, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for eighteen (18) months of the two (2) years available.

Should the Governor and Council not authorize this request, critical public health activities may not be completed in a timely manner, which could lead to an increased number of infectious disease related cases Statewide. In addition, approximately two hundred (200) children residing in the Greater Nashua Area, seventy-two (72) months of age and younger with elevated blood lead levels may not receive lead poisoning case management services.

Area served:

- Statewide Infectious Disease Prevention Services.
- Greater Nashua Area Lead Case Management Services.

Source of Funds: CFDA #93.268, FAIN H23IP922595; CFDA #93.940, FAIN U62PS924538; CFDA #93.997, FAIN H25PS005159 and CFDA #93.197, FAIN UE3EH001408; General Funds and Other Lead Revolving Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

Infectious Disease Prevention Services Contracts
SS-2019-DPHS-01-INFEC
Fiscal Detail Sheet

City of Nashua, Division of Public Health and Community Services - Vendor #177441-B011:

05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90023317	$45,000	$0	$45,000
2019	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
2020	102-500731	Contracts for Program Services	90023317	$45,000	$0	$45,000
2020	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
2021	102-500731	Contracts for Program Services	90023011	$0	$21,450	$21,450
2021	102-500731	Contracts for Program Services	90023320	$0	$43,550	$43,550
2022	102-500731	Contracts for Program Services	90023011	$0	$10,725	$10,725
2022	102-500731	Contracts for Program Services	90023320	$0	$21,775	$21,775
			Subtotal:	*$130,000*	*$97,500*	*$227,500*

05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION 83% Federal Funds, 17% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90024000	$80,000	$0	$80,000
2019	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
2020	102-500731	Contracts for Program Services	90024000	$80,000	$0	$80,000
2020	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
2021	102-500731	Contracts for Program Services	90024000	$0	$108,000	$108,000
2021	102-500731	Contracts for Program Services	90025000	$0	$16,000	$16,000
2021	102-500731	Contracts for Program Services	90025002	$0	$50,000	$50,000
2022	102-500731	Contracts for Program Services	90024000	$0	$54,000	$54,000

2022	102-500731	Contracts for Program Services	90025000	$0	$8,000	$8,000
2022	102-500731	Contracts for Program Services	90025002	$0	$25,000	$25,000
			Subtotal:	*$190,800*	*$261,000*	*$451,800*

05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL 100% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2019	547-500394	Disease Control Emergencies	90027026	$25,000	$0	$25,000
2020	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2021	102-500731	Contracts for Program Services	90020006	$0	$35,000	$35,000
2022	102-500731	Contracts for Program Services	90020006	$0	$17,500	$17,500
			Subtotal:	*$95,000*	*$52,500*	*$147,500*

05-95-90-901510-56980000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, LEAD POISONING PREVENTION FUND 100% Other Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2021	102-500731	Contracts for Program Services	90037002	$0	$30,000	$30,000
2022	102-500731	Contracts for Program Services	90037002	$0	$15,000	$15,000
			Subtotal:	*$0*	*$45,000*	*$45,000*
			TOTAL:	**$415,800**	**$456,000**	**$871,800**

Manchester Health Department - Vendor #177433-B009:

05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90023317	$46,049	$0	$46,049
2019	102-500731	Contracts for Program Services	90023010	$23,951	$0	$23,951
2019	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
2020	102-500731	Contracts for Program Services	90023317	$46,049	$0	$46,049

2020	102-500731	Contracts for Program Services	90023010	$23,951	$0	$23,951
2020	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
2021	102-500731	Contracts for Program Services	90023011	$29,700	$0	$29,700
2021	102-500731	Contracts for Program Services	90023320	$60,300	$0	$60,300
2022	102-500731	Contracts for Program Services	90023011	$14,850	$0	$14,850
2022	102-500731	Contracts for Program Services	90023320	$30,150	$0	$30,150
			Subtotal:	*$315,000*	*$0*	*$315,000*

05-95-90-902510-50930000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, ADULT IMMUNIZATION 100% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90023330	$22,855	$0	$22,855
			Subtotal:	*$22,855*	*$0*	*$22,855*

05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION 72% Federal Funds, 28% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90024000	$87,500	$0	$87,500
2019	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
2020	102-500731	Contracts for Program Services	90024000	$80,000	$0	$80,000
2020	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
2021	102-500731	Contracts for Program Services	90024000	$108,000	$0	$108,000
2021	102-500731	Contracts for Program Services	90025000	$16,000	$0	$16,000
2021	102-500731	Contracts for Program Services	90025002	$100,000	$0	$100,000
2022	102-500731	Contracts for Program Services	90024000	$54,000	$0	$54,000
2022	102-500731	Contracts for Program Services	90025000	$8,000	$0	$8,000
2022	102-500731	Contracts for Program Services	90025002	$50,000	$0	$50,000
			Subtotal:	*$534,300*	*$0*	*$534,300*

05-95-90-902510-70390000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, PUBLIC HEALTH CRISIS RESPONSE 100% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90703900	$40,000	$0	$40,000
			Subtotal:	*$40,000*	*$0*	*$40,000*

05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL 100% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2019	547-500394	Disease Control Emergencies	TBD	$35,000	$0	$35,000
2020	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2021	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2022	102-500731	Contracts for Program Services	90020006	$17,500	$0	$17,500
			Subtotal:	*$157,500*	*$0*	*$157,500*

05-95-90-901510-79640000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, LEAD PREVENTION 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2021	102-500731	Contracts for Program Services	90036000	$40,000	$0	$40,000
2022	102-500731	Contracts for Program Services	90036000	$20,000	$0	$20,000
			Subtotal:	*$60,000*	*$0*	*$60,000*
			TOTAL:	**$1,129,655**	**$0**	**$1,129,655**
			GRAND TOTAL:	**$1,545,455**	**$456,000**	**$2,001,455**

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

This 1st Amendment to the Infectious Disease Prevention Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the City of Nashua, (hereinafter referred to as "the Contractor"), a municipality with a place of business at 18 Mulberry Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 22, 2018, (Item #7), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $871,800.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Modify Exhibit A, Scope of Services; Section 1, Provisions Application to all Services, by deleting Subsection 1.4 in its entirety.

6. Modify Exhibit A, Scope of Services, Part C: STD/HIV/HCV Clinical Services and HIV/HCV Priority Testing; Section 12. Required STD, HIV and HCV Activities and Deliverables; Subsection 12.1 by adding Parts 12.1.2 and 12.1.3 as follows:

   12.1.2 The Contractor shall provide clinical testing, outreach and educational services in the Greater Nashua Area to prevent and control Sexually Transmitted Diseases as well as Human Immunodeficiency Virus and Hepatitis C.

   12.1.3. The Contractor shall provide STD testing and treatment in accordance with the Centers for Disease Control and Prevention (CDC) treatment guidelines for syphilis, gonorrhea and chlamydia to priority populations at increased risk of infections, as defined by the Department.

7. Exhibit A Scope of Services; Part C: STD/HIV/HCV Clinical Services; Section 12. Required STD, HIV and HCV Activities and Deliverables; Subsection 12.2; Paragraph 12.2.2 to read:

12.2.2. HIV testing utilizing rapid testing technology for those individuals who meet criteria in accordance with CDC treatment guidelines.

8. Exhibit A Scope of Services; Part C: STD/HIV/HCV Clinical Services; Section 12. Required STD, HIV and HCV Activities and Deliverables; Subsection 12.3; Paragraph 12.3.1 to read:

12.3.1 Voluntary confidential HIV Counseling, Testing and Referral Services utilizing rapid testing technology for those individuals who meet criteria in accordance with CDC treatment guidelines, to the following priority populations identified to be at increased risk of HIV infection:

12.3.1.1 Sex and needle sharing partners of people living with HIV;
12.3.1.2 Men who have sex with men;
12.3.1.3 Black or Hispanic women;
12.3.1.4 Individuals who have ever shared needles;
12.3.1.5 Individuals who were ever incarcerated;
12.3.1.6 Contacts to a positive STD case and those who are symptomatic of a bacterial STD; and
12.3.1.7 Individuals who report trading sex for money, drugs, safety or housing.

9. Modify Exhibit A Scope of Services; Part C: STD/HIV/HCV Clinical Services; Section 12. Required STD, HIV and HCV Activities and Deliverables; by adding Subsection 12.5 to read:

12.5 HIV Testing Health Care Setting:

12.5.1 The Contractor shall provide HIV counseling, testing and referral services in a geographic area of the State where the disease burden is greatest and during set hours, as determined by the Department.

12.5.2 The Contractor shall provide HIV testing in conjunction with STD screening and treatment and HCV testing for individuals who meet the risk-based criteria, and which shall be accomplished by screening individuals at increased risk of infection and treating or providing linkage to specialty care to individuals who test positive for infection.

10. Modify Exhibit A, Scope of Services, Part C: STD/HIV/HCV Clinical Services; Section 12. Required STD, HIV and HCV Activities and Deliverables; by adding Subsection 12.6 as follows:

12.6 HIV Testing Non Health Care Setting:

12.6.1 The Contractor shall provide targeted HIV and HCV counseling, testing and referral services to the populations most at risk for infection, which include:

12.6.1.1 Men who have sex with men; and

12.6.1.2 Injection drug users.

12.6.2 The Contractor shall provide services in settings, and at times, where the greatest number of at-risk individuals are available.

11. Modify Exhibit A Scope of Services; Part C: STD/HIV/HCV Clinical Services; Section 12. Required STD, HIV and HCV Activities and Deliverables; by adding Subsection 12.7 to read:

12.7 Additional Requirements for HIV/HCV/STD Activities

12.7.1 The Contractor shall prioritize individuals referred as a result of partner services activities.

12.7.2. The Contractor shall not use Federal funds to procure STD treatment medications.

12.7.3. The Contractor shall utilize funding to procure and maintain the Contractor's rapid testing supplies.

12.7.4. The Contractor shall be prepared to perform physical examinations and phlebotomy to collect specimens from clients, as needed, including those who have rapid reactive test result. The Contractor shall send the collected blood specimens to the NH Public Health Laboratories to confirm infection. The Contractor shall:

12.7.4.1. Link the clients with confirmed HIV and HCV infections to medical care for services and treatment.

12.7.4.2. Work with the correctional facility, as appropriate, to ensure incarcerated individuals with confirmed HIV and HCV infections have linkage to care available upon discharge.

12.7.5. The Contractor shall not expend more than five percent (5%) of the total STD federal funding awarded in this Contract for HCV-alone activities, inclusive of the procurement of rapid HCV testing kits and controls.

12.7.6. The Contractor shall not expend more than ten percent (10%) of the total federal funding awarded in this Contract for media and marketing.

12.7.7. All out-of-state travel requires submission of a request to the Department that includes estimated cost and justification to the contract monitor.

12. Exhibit A Scope of Services, Part C: STD/HIV/HCV Clinical Services and HIV/HCV Priority Testing, Section 15, Performance Measures, to read:

15. Performance Measures

15.1 The Contractor shall ensure:

15.1.1 Ninety percent (90%) of non-reactive HIV rapid test results are returned to clients within twenty-four (24) hours of testing date.

15.1.2 Ninety percent (90%) of reactive HIV rapid tests results are returned to clients within twenty-four (24) hours of testing date.

15.1.3 Ninety-five percent (95%) of newly identified, confirmed HIV positive test results are returned to clients within fourteen (14) days of confirmatory test date.

15.1.4 Ninety-five percent (95%) of newly identified HIV positive cases referred to medical care attend their first medical appointment within thirty (30) days of receiving a positive test result.

15.1.5 Eighty percent (80%) of individuals diagnosed with Chlamydia receive appropriate treatment within fourteen (14) days of specimen collection.

15.1.6 Eighty percent (80%) of individuals diagnosed with Gonorrhea receive appropriate treatment within fourteen (14) days of specimen collection.

15.1.7 Eighty percent (80%) of individuals diagnosed with Primary or Secondary Syphilis receive appropriate treatment within fourteen (14) days of specimen collection.

15.1.8 Ninety percent (90%) of non-reactive HCV rapid tests results are returned to clients within twenty-four (24) hours of testing date.

15.1.9 Ninety percent (90%) of reactive HCV rapid test results are returned to clients within twenty-four (24) hours of testing date.

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

15.1.11 Ninety five percent (95%) of newly identified, HCV RNA positive test results are returned to clients within fourteen (14) days of a positive RNA test result.

15.1.12 Ninety five (95%) of newly identified confirmed HCV positive cases referred to medical care attend their first medical appointment within thirty (30) days of receiving a positive test result.

13. Modify Exhibit A Scope of Services, by adding Part D: Lead Poisoning Care Coordination and Case Management to read:

Part D: Lead Poisoning Care Coordination and Case Management

17. Project Description

17.1. The Contractor shall provide Lead Poisoning Care Coordination and Case Management services to individuals on behalf of the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Public Health Protection, Healthy Homes and Environment Section, Healthy Homes and Lead Poisoning Prevention Program (HHLPPP).

17.2. The Contractor shall provide three (3) key services that include:

17.2.1. Parent notification letters;

17.2.2. Property owner notifications letters; and

17.2.3. Nurse case management services for children with blood lead at or greater than the State's action limit outlined in New Hampshire Revised Statutes Annotated (RSA) 130-A Lead Paint Poisoning Prevention and Control.

18. Required Care Coordination and Case Management Activities

18.1. Care Coordination and Case Management Activities

18.1.1. The Contractor shall provide healthy home and lead poisoning prevention care coordination and nurse case management services for children 72 months of age or younger with elevated blood lead 3 micrograms per deciliter (µg/dL) or greater who live in the City of Nashua, Amherst, Brookline, Hollis, Hudson, Litchfield, Lyndeborough, Mason, Merrimack, Milford, Mont Vernon, Pelham and Wilton. The Contractor shall ensure services include:

18.1.1.1. Providing notifications;

18.1.1.2. Conducting outreach;

18.1.1.3. Providing education; and

18.1.1.4. Providing case management services.

18.1.2. The Contactor shall participate in training coordinated by the DHHS HHLPPP on the new CDC HHLPSS Surveillance System that will be used for tracking and documenting care coordination and case management services of all children 72 months of age or younger who have a blood lead level ≥3µg/dL.

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

18.1.3.1. Review and develop protocols;

18.1.3.2. Review caseload:

18.1.3.3. Discuss logistics; and

18.1.3.4. Identify and remove barriers to successful case management.

18.1.4. The Contractor shall 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) or through the CDC Healthy Homes and Lead Poisoning Surveillance Software (HHLPSS) System.

18.2. Parent Notification

18.2.1. The Contractor shall provide education and outreach services to all parents of children 72 months of age or younger with elevated blood lead levels (capillary or venous) between 3 to 7.4 µg/dL, in accordance with NH RSA 130-A:6-b Parent Notification, Lead Paint Poisoning Prevention and Control.

18.3. Property Owner Notification

18.3.1. The Contractor shall provide education and outreach services to all owners of dwellings or dwelling units where children 72 months of age or younger reside with elevated blood lead levels (capillary or venous) between 3 to 7.4 µg/dL, in accordance with NH RSA 130-A:6-a Property Owner Notification, Lead Paint Poisoning Prevention and Control.

18.4. Nurse Case Management

18.4.1 The Contractor shall provide Nurse Case Management services for children 72 months or younger with a confirmed elevated blood lead greater than the current RSA 130-A action level in accordance with the Healthy Home & Lead Poisoning Prevention Program (HHLPPP) 2019 *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.*

18.4.2 The Contractor shall ensure all Lead Case management services are provided by a Registered Nurse (RN) or Licensed Practical Nurse (LPN) under the direction of an RN; or a certified Medical Assistant (MA) under the direction of a licensed physician.

18.4.3 The Contractor shall provide in-home or telephonic case management services in accordance with the updated 2019 *Best Practices in Lead Case Management for Public Health Nurses* document for those children with elevated blood lead levels above the current RSA 130-A Action limit. Children with elevated blood lead levels greater than or equal to 15 µg/dL require an in home visit.

18.4.4 The Contractor shall make a referral to the HHLPPP Environmentalist for an in-home investigation for children 72 months of age or younger within ten (10) business days of obtaining an elevated blood lead report.

18.4.5 The Contractor shall work with families of children 72 months of age or younger with elevated blood lead levels that exceed the action limit in order to link families to the Women, Infant and Children's Nutrition Program.

18.4.6 The Contractor shall work with families of children 72 months of age or younger with elevated blood lead levels that exceed the action limit to link families to Early Intervention services.

18.5 Greater Nashua Public Health Region Lead Stakeholders Group

18.5.1. The Contractor shall participate in the Greater Nashua Public Health Region Lead Stakeholder meetings in order to:

18.5.1.1. Coordinate referrals with regional partners; and

18.5.1.2. Address healthy home and lead poisoning primary prevention.

19. Cultural Considerations

19.1. The Contractor shall provide culturally and linguistically appropriate services which includes, but is not limited to:

19.1.1. Assessing the ethnic and cultural needs, resources and assets of the client's community.

19.1.2. Promoting the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

19.1.3. Providing clients of minimal English skills with interpretation services, when feasible and appropriate.

20. Staffing

20.1. New Hires

20.1.1. The Contractor shall notify the Department of Health and Human Services' (DHHS), HHLPPP in writing within one (1) month of hire when a new administrator or coordinator or any staff person essential to deliver the scope of services is hired to work in the program ensuring a resume of the employee accompanies the notification.

20.2. Vacancies

20.2.1. The Contractor must notify the DHHS, HHLPPP in writing if the position of public health nurse is vacant for more than two (2) months.

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

21. On-site Reviews

21.1. The Contractor shall allow a team or person authorized by the DHHS to periodically review Contractor systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide contracted services. On-site reviews shall include client record reviews to measure compliance with this contract.

21.2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this contract.

21.3. On-Site reviews may be waived or abbreviated at the discretion of the DHHS.

22. Reporting Requirements

22.1. The Contractor shall provide a report narrative of all care coordination and outreach activities to DHHS, HHLPPP within thirty (30) days of the end of each quarter, ensuring reports include:

22.1.1. The number of families Parent Notification letters mailed;

22.1.2. The number of Property Owner Notification letters mailed;

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

22.1.4. Cases that have been closed or discharged with reason included;

22.1.5. Blood lead screening events held;

22.1.6. Lead Stakeholder meetings facilitated;

22.1.7. Outreach activities conducted; and

22.1.8. Education programs delivered.

22.2. The Contractor shall ensure all PHI, PII or confidential information between the Department and the Contractor is made either through a secure File Transfer Protocol (sFTP) or through the CDC Healthy Homes and Lead Poisoning Surveillance Software (HHLPSS) System.

22.3. The Contractor shall submit all required data related to HIV, STD and HCV testing for each individual supported by this Contract using Department issued data forms.

23. Performance Measures

23.1. The Contractor shall ensure the following performance measures are achieved annually and monitored on a monthly basis:

23.1.1. One hundred percent (100%) of children 72 months of age or younger with elevated blood lead levels receive nurse case management services.

23.1.2. One hundred percent (100%) of parents with children 72 months of age or younger with elevated blood lead levels of 3 µg/dL receive education and outreach services.

23.1.3. One hundred percent (100%) of property owners contacted, where children 72 months of age or younger reside with elevated blood lead levels greater than 3 µg/dL, but less than the action limit, receive education and outreach services.

23.2. The Contractor shall develop a corrective action plan for any performance measure not achieved and submit to the Department annually.

14. Exhibit B, Methods and Conditions Precedent to Payment; Section 1; Subsection 1.1 to read:

1.1. This contract is funded with:

1.1.1 Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.268, Federal Award Identification Number (FAIN) H23IP922595; CFDA #93.940, FAIN U62PS924538; and CFDA #93.997, FAIN H25PS005159; CFDA #93.197, FAIN UE3EH001408.

1.1.1.1 STD Federal Funding shall not exceed $16,000 per calendar year, ensuring no more than 5% is expended on HCV activities per calendar year.

1.1.1.2 HIV Federal Funding shall not exceed $108,000 per calendar year, ensuring no more than 5% is expended on HCV activities per calendar year.

1.1.2. Disease Control Emergency Funds (State General Funds)

1.1.3. State General Funds

1.1.3.1. STD State Funding shall not exceed $50,000 per State Fiscal Year.

1.1.4. Other Funds (Agency Fees).

15. Exhibit B, Methods and Conditions Precedent to Payment; Section 2; Subsection 2.1 to read:

2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred monthly in the fulfillment of this agreement and shall be in accordance with the approved budget line items in Exhibit B-1 Budget (pgs. 1-4) through Exhibit B-4 Budget – Amendment #1 (pgs. 1-5).

16. Exhibit B, Methods and Conditions Precedent to Payment; Section 2; Subsection 2.2 to read:

2.2. Reserved

17. Exhibit B, Methods and Conditions Precedent to Payment; Section 2; Subsection 2.3 to read:

2.3. The Contractor shall submit monthly invoices in a form satisfactory to the State by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month, in accordance with Exhibit B-1 Budget (pgs. 1-4) through Exhibit B-4 Budget – Amendment #1 (pgs. 1-5). Invoices must be completed, signed, dated and returned to the Department in order to initiate payment. The State shall make payment to the Vendor within thirty (30) days of receipt of each accurate and correct invoice.

18. Add Exhibit B-3 Budget, Amendment #1 – Immunization Program, which is attached hereto and incorporated by reference herein.

19. Add Exhibit B-3 Budget, Amendment #1 – HIV Prevention, which is attached hereto and incorporated by reference herein.

20. Add Exhibit B-3 Budget, Amendment #1 – STD Prevention, which is attached hereto and incorporated by reference herein.

21. Add Exhibit B-3 Budget, Amendment #1 – Tuberculosis, which is attached hereto and incorporated by reference herein.

22. Add Exhibit B-3 Budget, Amendment #1 – Lead Poisoning, which is attached hereto and incorporated by reference herein.
23. Add Exhibit B-4 Budget, Amendment #1 – Immunization Program, which is attached hereto and incorporated by reference herein.
24. Add Exhibit B-4 Budget, Amendment #1 – HIV Prevention, which is attached hereto and incorporated by reference herein.
25. Add Exhibit B-4 Budget, Amendment #1 – STD Prevention, which is attached hereto and incorporated by reference herein.
26. Add Exhibit B-4 Budget, Amendment #1 – Tuberculosis, which is attached hereto and incorporated by reference herein.
27. Add Exhibit B-4 Budget, Amendment #1 – Lead Poisoning, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be retroactively effective to July 1, 2020, upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

08/20/2020
Date

Name:
Title:

City of Nashua, Division of Public Health and Community Services

8/13/20
Date

Name:
Title:

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

OFFICE OF THE ATTORNEY GENERAL

08/24/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit B-3 Budget, Amendment #1

New Hampshire Department of Health and Human Services

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

Budget Request for: Immunization Program
(Name of RFP)

Budget Period: July 1, 2020 - June 30, 2021 (SFY 2021)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 37,616.00	$ 5,909.00	$ 43,525.00	Based on actual costs
2. Employee Benefits	$ 14,237.00	$ -	$ 14,237.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ 50.00	$ -	$ 50.00	
Repair and Maintenance	$ 50.00	$ -	$ 50.00	
Vaccine Storage Refrigerator	$ 2,000.00	$ -	$ 2,000.00	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 100.00	$ -	$ 100.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ 100.00	$ -	$ 100.00	
Medical	$ 750.00	$ -	$ 750.00	
Office	$ 250.00	$ -	$ 250.00	
6. Travel	$ 250.00	$ -	$ 250.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 138.00	$ -	$ 138.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 3,000.00	$ -	$ 3,000.00	
11. Staff Education and Training	$ 350.00	$ -	$ 350.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Printing	$ 200.00	$ -	$ 200.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 59,091.00	$ 5,909.00	$ 65,000.00	
Indirect As A Percent of Direct		10.0%		

Contractor _____
Date 8/13/20

Exhibit B-3 Budget, Amendment #1

New Hampshire Department of Health and Human Services

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

Budget Request for: HIV Prevention
(Name of RFP)

Budget Period: July 1, 2020 - June 30, 2021 (SFY 2021)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 44,273.00	$ 9,818.00	$ 54,091.00	Based on actual costs
2. Employee Benefits	$ 16,860.00	$ -	$ 16,860.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ 300.00	$ -	$ 300.00	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 1,000.00	$ -	$ 1,000.00	
Lab	$ 250.00	$ -	$ 250.00	
Pharmacy	$ 150.00	$ -	$ 150.00	
Medical	$ 300.00	$ -	$ 300.00	
Office	$ 300.00	$ -	$ 300.00	
6. Travel	$ 1,500.00	$ -	$ 1,500.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 249.00	$ -	$ 249.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 7,500.00	$ -	$ 7,500.00	
11. Staff Education and Training	$ 1,500.00	$ -	$ 1,500.00	
12. Subcontracts/Agreements	$ 21,000.00	$ -	$ 21,000.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Disposal Services	$ 2,500.00	$ -	$ 2,500.00	
15. Printing	$ 500.00	$ -	$ 500.00	
	$ -	$ -	$ -	
TOTAL	**$ 98,182.00**	**$ 9,818.00**	**$ 108,000.00**	
Indirect As A Percent of Direct		10.0%		

Contractor _____
Date 8/13/20

Exhibit B-3 Budget, Amendment #1

New Hampshire Department of Health and Human Services

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

Budget Request for: STD Prevention
(Name of RFP)

Budget Period: July 1, 2020 - June 30, 2021 (SFY 2021)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 29,894.00	$ 6,000.00	$ 35,894.00	Based on actual costs
2. Employee Benefits	$ 13,205.00	$ -	$ 13,205.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ 500.00	$ -	$ 500.00	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 750.00	$ -	$ 750.00	
Lab	$ 500.00	$ -	$ 500.00	
Pharmacy	$ 150.00	$ -	$ 150.00	
Medical	$ 800.00	$ -	$ 800.00	
Office	$ 2,300.00	$ -	$ 2,300.00	
6. Travel	$ 1,200.00	$ -	$ 1,200.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 201.00	$ -	$ 201.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 7,500.00	$ -	$ 7,500.00	
11. Staff Education and Training	$ 500.00	$ -	$ 500.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (Testing Incentives):	$ 1,500.00	$ -	$ 1,500.00	
14. Printing	$ 1,000.00	$ -	$ 1,000.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 60,000.00	$ 6,000.00	$ 66,000.00	

Indirect As A Percent of Direct 10.0%

Contractor Initials: JWD
Date: 8/13/20

Exhibit B-3 Budget, Amendment #1

New Hampshire Department of Health and Human Services

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

Budget Request for: Tuberculosis
(Name of RFP)

Budget Period: July 1, 2020 - June 30, 2021 (SFY 2021)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 19,997.00	$ 3,182.00	$ 23,179.00	Based on actual costs
2. Employee Benefits	$ 8,229.00	$ -	$ 8,229.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 200.00	$ -	$ 200.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ 100.00	$ -	$ 100.00	
Medical	$ 500.00	$ -	$ 500.00	
Office	$ 200.00	$ -	$ 200.00	
6. Travel	$ 600.00	$ -	$ 600.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 42.00	$ -	$ 42.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 1,500.00	$ -	$ 1,500.00	
11. Staff Education and Training	$ 150.00	$ -	$ 150.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Printing	$ 300.00	$ -	$ 300.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	**$ 31,818.00**	**$ 3,182.00**	**$ 35,000.00**	
Indirect As A Percent of Direct		10.0%		

Contractor Initials
Date 8/19/20

Exhibit B-3 Budget, Amendment #1

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: City of Nashua Health Department

Budget Request for: Healthy Home & Lead Poisoning Prevention Case Management
(Name of RFP)

Budget Period: July 1, 2020 - June 30, 2021 (SFY 2021)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost:
1. Total Salary/Wages	$ 19,531.00		$ 19,531.00	Actual costs
2. Employee Benefits	$ 10,703.00	$ -	$ 10,703.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 1.00	$ -	$ 1.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 1.00	$ -	$ 1.00	
Office	$ 1.00	$ -	$ 1.00	
6. Travel	$ 1.00	$ -	$ 1.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 1.00	$ -	$ 1.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ 1.00	$ -	$ 1.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 30,240.00	$ 570.00	$ 30,240.00	

Indirect As A Percent of Direct 5.0%

Contractor Initials: JWD

Date: 8/13/20

Exhibit B-4 Budget, Amendment #1

New Hampshire Department of Health and Human Services

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

Budget Request for: Immunization Program
(Name of RFP)

Budget Period: July 1, 2021 - December 31, 2021 (SFY22)

Line Item:	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost.
1. Total Salary/Wages	$ 19,936.00	$ 2,909.00	$ 22,845.00	Based on actual costs
2. Employee Benefits	$ 7,331.00	$ -	$ 7,331.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ 25.00	$ -	$ 25.00	
Purchase/Depreciation	$ 25.00	$ -	$ 25.00	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 25.00	$ -	$ 25.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ 25.00	$ -	$ 25.00	
Medical	$ 100.00	$ -	$ 100.00	
Office	$ 100.00	$ -	$ 100.00	
6. Travel	$ 300.00	$ -	$ 300.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 74.00	$ -	$ 74.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	
11. Staff Education and Training	$ 100.00	$ -	$ 100.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Printing	$ 50.00	$ -	$ 50.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 29,091.00	$ 2,909.00	$ 32,000.00	
Indirect As A Percent of Direct		10.0%		

Contractor Initials
Date 8/13/20

Exhibit B-4 Budget, Amendment #1

New Hampshire Department of Health and Human Services

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

Budget Request for: HIV Prevention
(Name of RFP)

Budget Period: July 1, 2021 - December 31, 2021 (SFY 2022)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 30,302.00	$ 4,909.00	$ 35,211.00	Based on actual costs
2. Employee Benefits	$ 10,000.00	$ -	$ 10,000.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 200.00	$ -	$ 200.00	
Lab	$ 150.00	$ -	$ 150.00	
Pharmacy	$ 100.00	$ -	$ 100.00	
Medical	$ 300.00	$ -	$ 300.00	
Office	$ 350.00	$ -	$ 350.00	
6. Travel	$ 500.00	$ -	$ 500.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 139.00	$ -	$ 139.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 1,500.00	$ -	$ 1,500.00	
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	
12. Subcontracts/Agreements	$ 3,000.00	$ -	$ 3,000.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Disposal Services	$ 1,000.00	$ -	$ 1,000.00	
15. Printing	$ 800.00	$ -	$ 800.00	
	$ -	$ -	$ -	
TOTAL	$ 49,091.00	$ 4,909.00	$ 54,000.00	
Indirect As A Percent of Direct		10.0%		

Contractor Initials

Date 8/13/20

Exhibit B-4 Budget, Amendment #1

New Hampshire Department of Health and Human Services

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

Budget Request for: STD Prevention
(Name of RFP)

Budget Period: July 1, 2021 - December 31, 2021 (SFY22)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 14,178.00	$ 3,000.00	$ 17,178.00	Based on actual costs
2. Employee Benefits	$ 6,233.00	$ -	$ 6,233.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ 300.00	$ -	$ 300.00	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 500.00	$ -	$ 500.00	
Lab	$ 500.00	$ -	$ 500.00	
Pharmacy	$ 150.00	$ -	$ 150.00	
Medical	$ 500.00	$ -	$ 500.00	
Office	$ 500.00	$ -	$ 500.00	
6. Travel	$ 500.00	$ -	$ 500.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 139.00	$ -	$ 139.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 4,000.00	$ -	$ 4,000.00	
11. Staff Education and Training	$ 500.00	$ -	$ 500.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (Testing Incentives):	$ 1,500.00	$ -	$ 1,500.00	
14. Printing	$ 500.00	$ -	$ 500.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 30,000.00	$ 3,000.00	$ 33,000.00	
Indirect As A Percent of Direct		10.0%		

Contractor Initials: [signature]
Date: 8/13/20

Exhibit B-4 Budget, Amendment #1

New Hampshire Department of Health and Human Services

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

Budget Request for: Tuberculosis
(Name of RFP)

Budget Period: July 1, 2021 - December 31, 2021 (SFY 2022)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 10,599.00	$ 1,591.00	$ 12,190.00	Based on actual costs
2. Employee Benefits	$ 4,227.00	$ -	$ 4,227.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 100.00	$ -	$ 100.00	
Office	$ 100.00	$ -	$ 100.00	
6. Travel	$ 100.00	$ -	$ 100.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 33.00	$ -	$ 33.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 500.00	$ -	$ 500.00	
11. Staff Education and Training	$ 100.00	$ -	$ 100.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Printing	$ 150.00	$ -	$ 150.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 15,909.00	$ 1,591.00	$ 17,500.00	
Indirect As A Percent of Direct		10.0%		

Contractor Initials: CW
Date: 8/13/20

Exhibit B-4 Budget, Amendment #1

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: City of Nashua Health Department

Budget Request for: Healthy Home & Lead Poisoning Prevention Case Management
(Name of RFP)

Budget Period: July 1, 2021 - December 31, 2021 (SFY 2022)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 9,882.00	$ 1,364.00	$ 11,246.00	Actual costs
2. Employee Benefits	$ 3,014.00	$ -	$ 3,014.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 200.00	$ -	$ 200.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 100.00	$ -	$ 100.00	
Office	$ 100.00	$ -	$ 100.00	
6. Travel	$ 100.00	$ -	$ 100.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 40.00	$ -	$ 40.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 100.00	$ -	$ 100.00	
11. Staff Education and Training	$ 100.00	$ -	$ 100.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 13,636.00	$ 1,364.00	$ 15,000.00	

Indirect As A Percent of Direct 10.0%

Contractor Initials: [signature]
Date: 8/13/20

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

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
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

July 23, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive, sole source** agreements with the vendors listed below to provide clinical testing, public health investigation and case management as well as outreach and education services to prevent and control infectious diseases, in an amount not to exceed $921,955 effective **retroactive** to July 1, 2018 upon the date of Governor and Executive Council approval, through June 30, 2020. 78% Federal Funds and 22% General Funds.

Vendor Name	Location	Vendor ID	Amount
City of Nashua, Division of Public Health and Community Services	18 Mulberry Street, Nashua NH 03060	177441-B011	$415,800
Manchester Health Department	1528 Elm Street, Manchester, NH 03101	177433-B009	$506,155
		Total	**$921,955**

Funds are available in the following accounts for State Fiscal Year (SFY) 2019 and are anticipated to be available in SFY 2020 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

City of Nashua, Division of Public Health and Community Services (Vendor ID #177441-B011)
05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90023317	$45,000
2019	102-500731	Contracts for Program Services	90023011	$20,000
2020	102-500731	Contracts for Program Services	90023317	$45,000
2020	102-500731	Contracts for Program Services	90023011	$20,000
			Subtotal:	*$130,000*

05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90024000	$80,000
2019	102-500731	Contracts for Program Services	90025000	$15,400
2020	102-500731	Contracts for Program Services	90024000	$80,000
2020	102-500731	Contracts for Program Services	90025000	$15,400
			Subtotal:	*$190,800*

05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90020006	$35,000
2019	547-500394	Disease Control Emergencies	TBD	$25,000
2020	102-500731	Contracts for Program Services	90020006	$35,000
			Subtotal:	*$95,000*
			TOTAL:	**$415,800**

Manchester Health Department (Vendor ID #177433-B009)

05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90023317	$46,049
2019	102-500731	Contracts for Program Services	90023010	$23,951
2019	102-500731	Contracts for Program Services	90023011	$20,000
2020	102-500731	Contracts for Program Services	90023317	$46,049
2020	102-500731	Contracts for Program Services	90023010	$23,951
2020	102-500731	Contracts for Program Services	90023011	$20,000
			Subtotal:	*$180,000*

05-95-90-902510-50930000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, ADULT IMMUNIZATION

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90023330	$22,855
			Subtotal:	*$22,855*

05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90024000	$87,500
2019	102-500731	Contracts for Program Services	90025000	$15,400
2020	102-500731	Contracts for Program Services	90024000	$80,000
2020	102-500731	Contracts for Program Services	90025000	$15,400
			Subtotal:	*$198,300*

05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90020006	$35,000
2019	547-500394	Disease Control Emergencies	TBD	$35,000
2020	102-500731	Contracts for Program Services	90020006	$35,000
			Subtotal:	*$105,000*
			TOTAL:	**$506,155**
			GRAND TOTAL:	**$921,955**

EXPLANATION

This request is **retroactive** because contract development was delayed due to administrative processes, staff limitations and staff turnover as well as the need for these contracts to be approved at municipal meetings that generally only meet one time per month.

This request is **sole source** because the Manchester Health Department and the City of Nashua Division of Public and Community Health Services are the only local municipal public health entities with the legal authority and infrastructure necessary to provide disease surveillance and investigation, mitigate public health hazards and enforce applicable laws and regulations in the Greater Manchester and Greater Nashua areas.

Funds in this agreement will be used to provide clinical testing, outreach and educational services in the Greater Manchester and Greater Nashua areas to prevent and control the following array of infectious diseases: Tuberculosis, Human Immunodeficiency Virus (HIV), Sexually Transmitted Diseases (STD), Hepatitis C Virus (HCV) and Vaccine-Preventable Diseases, such as Pertussis. The services of this contract will be conducted through effective partnerships with community and local health care systems with the purpose of: 1) increasing immunization rates among children, adolescents and adults and 2) detecting, treating and preventing the spread of infectious diseases.

Infectious diseases affect the entire population and a comprehensive statewide approach is needed to prevent them. In calendar year 2017, the City of Manchester and the City of Nashua received more than 1,200 and 500 reports, respectively, of infectious diseases that are required to be reported by healthcare providers and laboratories in accordance with NH RSA 141-C. In particular, the two cities have been hard hit by gonorrhea and syphilis outbreaks that began in 2016, as well as HIV and hepatitis C virus infections associated with injection drug use. The services funded in the agreement will limit the spread of these infections through investigative activities that identify individuals who may have been exposed as well as offering testing, treatment, and education. Additionally, the Contractors will specifically address the increasing incidence of infectious diseases associated with injection drug use, which will be used to support testing, prevention, education, and community health worker outreach initiatives in this at-risk population.

The Department has worked closely with the Manchester Health Department and City of Nashua Division of Public and Community Health Services for over a decade to provide immunization services to individuals unable to access immunizations at a private health care provider practice. The Manchester Health Department and City of Nashua Division of Public and Community Health Services have been instrumental in vaccinating children and adolescents, eligible for vaccine through the *Vaccine for Children (VFC) Program*, and uninsured adults at no cost or reduced cost to the individual. By addressing pockets of need through community-based education and outreach activities, the

Manchester Health Department has been successful at reducing the number of vaccine-preventable disease outbreaks and raising immunization coverage rates.

The following performance measures/objectives will be used to measure the effectiveness of this agreement:

1. Ensure that a minimum of ninety percent (90%) of clients with pulmonary TB with a one-year treatment plan complete treatment within twelve (12) months of documented treatment initiation.
2. Ensure that a minimum of seventy-five percent (75%) of high-risk infected persons placed on treatment of LTBI complete treatment within twelve (12) months of documented treatment initiation.
3. Ensure that a minimum of ninety percent (90%) of clients with pulmonary TB complete treatment by DOT within twelve (12) months of treatment initiation.
4. Ensure that a minimum of ninety percent (90%) of clients with pulmonary TB complete treatment by DOT within twelve (12) months of documented treatment initiation.
5. Ensure that a minimum of ninety percent (90%) of newly reported persons with Active TB have a documented HIV test.
6. Ensure that a minimum of ninety-five percent (95%) of close contacts be evaluated* for LTBI or TB.
7. Ensure that a minimum of ninety percent (90%) of infected close contacts complete treatment.
8. Ensure that a minimum of ninety percent (90%) of Class A and Class B arrivals be evaluated* for TB and LTBI within thirty (30) days of arrival notification.
9. Ensure that a minimum of ninety percent (90%) of Class A and Class B arrivals with LTBI complete treatment within twelve (12) months of initiation.
10. Ensure that a minimum of ninety-seven percent (97%) of public school children are vaccinated with all required school vaccines.
11. Seventy percent (70%) of school-aged children will be vaccinated against influenza as reported by the Immunization Information System, when available.
12. Ninety percent (90%) of conventional HIV test results returned to client within thirty (30) days of testing date.
13. Ninety-five percent (95%) of newly identified, confirmed HIV positive test results will be returned to clients within thirty (30) days.
14. Ninety-five percent (95%) of newly identified HIV positive cases referred to medical care will attend their first medical appointment within thirty (30) days of receiving a positive test result.
15. Eighty percent (80%) of diagnosed Chlamydia cases will receive appropriate treatment within fourteen (14) days of specimen collection.
16. Eighty percent (80%) of diagnosed Gonorrhea cases will receive appropriate treatment within fourteen (14) days of specimen collection.
17. Eighty percent (80%) of diagnosed Primary or Secondary Syphilis cases will receive appropriate treatment within fourteen (14) days of specimen collection.
18. Ninety-five percent (95%) of newly identified HCV antibody positive individuals who do not receive a RNA test at the time of antibody screening will have a documented referral to medical care at that time.

The Department reserves the right to extend the Agreements for up to an additional two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council, as referenced in the Exhibit C-1 of each Contract.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2019 and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

Should the Governor and Executive 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.

Area served: Statewide with a focus on the Greater Manchester and Greater Nashua Areas.

Source of Funds: 78% Federal Funds from the Centers for Disease Control and Prevention CFDA #93.268, FAIN #H23IP000757; CFDA #93.733, FAIN #H23IP000986; CFDA #93.94, FAIN #U62PS924538; CFDA #93.977, FAIN #H25PS004339 and 22% General Funds.

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

Respectfully submitted,

Lisa M. Morris
Director

Approved by:

Jeffrey A. Meyers
Commissioner

Subject: Infectious Disease Prevention Services (SS-2019-DPHS-01-INFEC-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name City of Nashua, Division of Public Health and Community Services		1.4 Contractor Address 18 Mulberry Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-589-4560	1.6 Account Number 05-95-90-902510-51780000 05-95-90-902510-75360000 05-95-90-902510-51700000	1.7 Completion Date June 30, 2020	1.8 Price Limitation $415,800
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature James W. Donchess		1.12 Name and Title of Contractor Signatory James W. Donchess, Mayor	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 7/18/18, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Patricia D. Piecuch

NOTARY PUBLIC PATRICIA D. PIECUCH MY COMMISSION EXPIRES MARCH 21, 2023

1.13.2 Name and Title of Notary or Justice of the Peace

Patricia D. Piecuch

1.14 State Agency Signature Lisa Morris Date: 7/25/18	1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: Megan A. Lenz, Asst. Atty 8/3/18
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials

Date 7/18/18

Exhibit A

Scope of Services

Provisions Applicable to All Services

1.1. The Vendor will submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3 For the purposes of this contract, the Vendor shall be identified as a Subrecipient in accordance with 2 CFR 200.0. et seq.

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

Part A: Tuberculosis

1. Project Description

1.1 On behalf of the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Infectious Disease Control, Infectious Disease Prevention, Investigation and Care Services Section (IDPICSS), the Vendor shall provide Tuberculosis (TB) prevention and control services. Three (3) key national priorities for TB services include; prompt identification and treatment of active TB cases, identification and treatment of individuals who have been exposed to active cases and targeted testing, and treatment of individuals most at risk for the disease.

2. Required Tuberculosis Activities and Deliverables

2.1 Case Management Activities

The Vendor shall provide case management of those individuals with active Tuberculosis (TB) and High Risk Latent Tuberculosis Infection (LTBI), (such as contacts to an active case or Class B1 immigrants or refugees), until an appropriate treatment regimen is completed. The Vendor shall:

2.1.1 Provide case management services for all active TB and all high-risk contacts prescribed LTBI treatment until prescribed treatment is completed.

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

2.1.3 Supervise isolation of individuals with infectious TB when ordered by the New Hampshire DHHS, DPHS.

2.1.4 Conduct contact investigations within ten (10) business days to identify all exposed individuals.

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

2.1.6 Ensure TB treatment is prescribed and HIV testing is recommended if a contact is infected.

2.1.7 Provide or facilitate directly-observed therapy Directly Observed Therapy (DOT) for all individuals infected with TB disease.

2.2 Screening

Targeted screening of high-risk groups identified by the IDPICSS must be conducted as part of this contract. Testing may be provided by the Vendor or by working with the medical home of their local New Americans (individuals who are new to the United States) who arrive as refugees. Testing shall be targeted to high-risk populations as identified by the DPHS which shall include but not limited to:

2.2.1 Contact to recent active case of pulmonary TB

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

2.2.3 New Americans arriving as refugees

2.3 Screening Required Activities

2.3.1 Ensure that all individuals arriving to the United States with a Class A, B1, and B2 and B3 status receive a tuberculin skin test (TST) or Blood Assay for Mycrobacterium Tuberculosis (BAMT) and symptom screen within ten (10) business days of notification of arrival.

2.3.2 Inform medical providers of the need to comply with the US Immigration and Customs Enforcement (ICE) standard for individuals arriving to the US with a Class B1, B2, and B3 status which requires immigrant medical evaluations within thirty (30) days of arrival.

2.3.3 Ensure LTBI screening via a TST or IGRA is offered to all New Americans arriving as refugees within thirty (30) days of arrival. This may be accomplished by the selected Vendor providing the testing or working with the medical home of for New Americans who arrive as refugees to provide the screening.

2.3.4 Ensure New Americans who arrive as refugees who have positive TSTs or IGRA's are evaluated and recommendations for LTBI treatment are made to the medical provider. This may be accomplished by the selected

Vendor or working with the medical home for New American who arrive as refugees.

2.3.5 Ensure that all others identified as high risk are provided with a screening test as indicated.

2.3.6 Conduct an investigation on all TST or IGRA positive children less than five (5) years of age to identify source case.

2.3.7 Ensure all individuals who are close contacts and start LTBI treatment also receive recommendations for HIV testing.

2.3.8 For LTBI contacts, document a medical diagnosis within sixty (60) days of the start of treatment.

2.3.9 For TB Infection positive contacts, report the diagnosis, ruled out or confirmed, to the IDPICSS.

3. Reporting Requirements

3.1 For active TB cases, the Vendor shall:

3.1.1 Submit the NH TB Investigation form (via fax) and a template for suspect active and active TB cases via email to the Infectious Disease Nurse Manager or designee within one (1) business day of initial report. Template updates will be submitted to the Infectious Disease Nurse Manager or designee within one (1) week of changes in treatment regimen or changes in case status.

3.1.2 Submit The Report of Verified Case of TB (RVCT) within thirty (30) days of diagnosis.

3.1.3 Submit the Initial Drug Susceptibility Report (RVCT follow up report within thirty (30) days of sensitivity results.

3.1.4 Submit the Completion Report (RVCT Follow-up Report 2) within thirty (30) days of discharge regardless of residence location.

3.1.5 Document any updated case information and notes into NHEDSS within twenty-four (24) business hours of the case visit.

4. Treatment and Monitoring Standards

4.1 The Vendor shall provide treatment and monitoring of treatment utilizing the guidance of the Centers for Disease Control and Prevention (CDC) and the ID-PICSS, which shall include, but not is limited to:

4.1.1 Evaluate each patient and his/her environment to determine the most appropriate person(s) to provide DOT.

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

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

4.1.4 Provide consultation to medical providers regarding treatment recommendation for all high risk groups.

4.1.5 Provide recommendations for treatment to include the importance of adherence to treatment guidelines.

4.1.6 Ensure telephone contact is made with the active or suspect active patients within twenty-four (24) hours of identification.

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

4.1.8 Monitor treatment adherence and adverse reaction to treatment by conducting, at a minimum, monthly visits at a minimum for patients with active disease and monthly phone calls for patients who are high-risk contacts diagnosed with LTBI until treatment is completed.

4.1.9 Document and report unusual symptoms and severe adverse drug reactions to the medical provider and the IDPICSS within twenty-four (24) hours of assessment.

4.2 The Vendor shall establish a plan for Directly Observed Therapy (DOT). The plan shall include but not be limited to: by:

4.2.1 Evaluating each patient and his/her environment to determine the most appropriate person(s) to provide DOT.

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

4.2.3 If the DOT provider is not an employee of the Vendor, the Vendor staff will provide DOT education to that provider that DOT is the standard of care for all patients with TB.

4.2.4 Developing a DOT calendar to include the following information: drug, dose, route, frequency, duration and observer name to allow providers to initial dates medications were taken. Changes to any of these variables are to be reviewed and updated on a monthly basis at a minimum.

4.2.5 Non-adherence to treatment shall be reported to the IDPICSS within three (3) days.

4.2.6 All active TB disease patients should receive DOT. If an active TB disease patient is not placed on DOT, the Vendor shall report it to the IDPICSS within one (1) day.

4.2.7 Adherence of clients self-administering medications shall be monitored by contact with the patient every week, as well as monthly unannounced, in person visits to monitor pill counts and pharmacy refills.

4.3 Laboratory Monitoring

The Vendor shall provide laboratory monitoring on an individual basis based on the treatment regimen used and the patient's risk factors for adverse reactions. The Vendor shall:

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

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

4.3.3 Report culture conversions not occurring within two (2) months of treatment initiation to the IDPICSS and medical provider with the appropriate treatment recommendation.

4.3.4 Notify the IDPICSS within one (1) day if susceptibility testing is not ordered on isolates sent to private labs.

4.3.5 Obtain susceptibility results from private labs to be forwarded to the IDPICSS.

4.3.6 When specimens are submitted to a reference laboratory, the Vendor will request that an isolate be sent to the NH Public Health Laboratories (NH PHL) for genotype testing.

4.4 Isolation

The Vendor shall establish, monitor and discontinue isolation as required. The Vendor shall:

4.4.1 Monitor adherence to isolation through unannounced visits and telephone calls.

4.4.2 Report non-adherence to isolation immediately to the IDPICSS.

4.4.3 When indicated, ensure that legal orders for isolation are issued from NH DHHS, DPHS and served by the local authority.

4.5 Contact Investigation Standards

The Vendor will ensure that contact investigation is initiated and completed promptly. The Vendor shall:

4.5.1 Conduct the patient interview and identify contacts for infectious patient within three (3) business days of case report submission to the IDPICSS.

4.5.2 Contact investigations shall be prioritized based upon current CDC guidelines such as smear positivity and host factors.

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

4.6 All TB Clients

The Vendor shall:

4.6.1 Provide patient teaching per IDPICSS Assessment and Education form.

4.6.2 Develop, implement and annually review a policy for the maintenance of confidential client records.

4.6.3 Obtain a signed release of information for TB case management from each client receiving services.

4.6.4 Comply with all laws related to the protection of client confidentiality and management of medical records.

4.6.5 Document any updated case information and notes into NHEDSS within twenty-four (24) business hours.

4.6.6 Submit a copy of the client paper record to the IDPICSS within thirty (30) days of completion of therapy or discharge.

4.7 NH Tuberculosis Financial Assistance (TBFA)

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

4.7.1 Follow all NH TBFA policies and procedures.

4.7.2. Submit completed applications to the NH TBFA Program within five (5) business days for eligibility review.

4.7.3 Ensure that assistance, which includes diagnostic and treatment services, is provided to individuals qualified for NH TBFA.

4.8 Additional Program Services

The Vendor shall:

4.8.1 Participate in the weekly DPHS Outbreak Team meetings and present on active and ongoing TB disease case investigations.

4.8.2 Attend mandatory annual case reviews and chart audit when scheduled.

4.8.3 Maintain a trained and proficient workforce at all times and ensure that 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.

5. Performance Measures

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

5.1 Completion of Treatment

5.1.1 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.

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

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

5.2 Human Immunodeficiency Virus (HIV) Status

5.2.1 Ensure that a minimum of ninety percent (90%) of newly reported persons with Active TB have a documented HIV test.

5.3 Contact Investigations

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

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

5.4 Evaluation of Immigrants and Refugees

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

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

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

6. Cultural Considerations

6.1 The Vendor shall provide culturally and linguistically appropriate services which shall include, but not limited to:

6.1.1 Assess the ethnic and cultural needs, resources and assets of the client's community.

6.1.2 Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

6.1.3 When feasible and appropriate, provide clients of minimal English skills with interpretation services.

6.1.4 Offer consumers a forum through which clients have the opportunity to provide feedback to the Vendor regarding cultural and linguistic issues that may deserve response.



Part B: Immunizations

7. Project Description

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

8. Required Immunization Activities and Deliverables

8.1 The Vendor shall increase the number of children, adolescents and adults who are vaccinated as recommended by the Advisory Committee on Immunization Practice (ACIP) and the Department by aligning the health care delivery system with community and public health services which shall include:

- 8.1.1 Coordinate with public and private medical offices to ensure that all populations have access to immunization.
- 8.1.2 Develop promotional and educational campaigns which will increase immunizations.
- 8.1.3 Administer vaccines available through the New Hampshire Immunization Program to uninsured individuals, while considering implementation of a system to capture reimbursement.
- 8.1.4 Increase the number of influenza immunization clinics in city schools.

8.2 The Vendor shall assess provider offices to ensure the CDC and the Department standards are met and to ensure immunizations are provided as recommended by ACIP and the Department by:

- 8.2.1 The Vendor staff assigned to provider visits shall attend annual trainings offered by the Immunization Section.
- 8.2.2 The Vendor shall ensure a minimum of two (2) clinical staff attend the NH Immunization Conference as well as training required to maintain up to date knowledge of Vaccine for Children policies, childcare assessment strategies and technology.
- 8.2.3 The Vendor shall visit and assess up to fifty percent (50%) of the enrolled local vaccine providers using the CDC/Immunization Section tools and guidelines. A report shall be submitted to the Immunization Section within seven (7) days of the visit. Distribute vaccination education materials to medical providers, staff and patients which include the benefits and risks.
- 8.2.4 Work toward a ninety-seven percent (97%) up-to-date vaccination rate for students enrolled in public schools
- 8.2.5 Educate a minimum of ten (10) childcare providers annually using Immunization Section developed tools and guidelines. Report results of the visits, as completed.

Exhibit A

9. Reporting Requirements

9.1 The Vendor shall provide a Quarterly Report within thirty (30) days of the quarter end that includes the following data to monitor program performance:

- 9.1.1 Number of uninsured children, adolescents and adults vaccinated at the primary clinic and at other venues.
- 9.1.2 Information on the interventions which were employed as a result of the needs assessment.
- 9.1.3 Number of children/adults vaccinated at school-based influenza clinics.
- 9.1.4 A detailed summary of educational and outreach materials distributed to childcare providers and other providers.

9.2 The Vendor shall provide an Annual Report at the end of each calendar year that includes the following data to monitor program performance:

- 9.2.1 Number of Vendor staff who conduct assessments that received annual training offered by the Immunization Section.
- 9.2.2 Number of Vendor staff who attended the NH Immunization Conference.
- 9.2.3 Information from the NH school survey reports to determine that children attending public school have up-to-date immunization coverage.
- 9.2.4 All assigned provider visits which were completed per CDC requirements and reported within seven (7) days of the visit.
- 9.2.5 The results, in detail, of the childcare visits to be submitted, as completed.
- 9.2.6 List of (ten) 10 childcare providers educated on using Immunization Section developed tools and guidelines in accordance with Section 8.2.5.

10. Performance Measures

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

10.1 Ensure that a minimum of ninety-seven percent (97%) of public school children are vaccinated with all required school vaccines.

10.2 Ensure that seventy percent (70%) of school-aged children are vaccinated against influenza as reported by the Immunization Information System, when available.



Part C: STD/HIV/HCV Clinical Services and HIV/HCV Priority Testing

11. Project Description

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

12. Required STD, HIV and HCV Activities and Deliverables

12.1 Utilizing the Disease Control Emergency State General Funds allocated for this contract, in accordance with Exhibit B Method and Conditions Precedent to Payment, the Vendor shall develop a Workplan within thirty (30) days of the contract effective date that addresses the increased risks associated with infectious disease due to substance misuse in the Vendor's community.

12.1.1 The Vendor shall submit the Workplan of activities appropriate for the community for Department approval. Potential uses would include but is not limited to:

12.1.1.1 Expand STD, HIV, HCV screening efforts; and/or
12.1.1.2 Enhance existing community health worker outreach.

12.2 The Vendor shall provide the following STD/HIV/HCV Clinical Services:

12.2.1 HIV and HCV counseling and referral services.
12.2.2 HIV testing utilizing 4th generation HIV testing for those individuals who meet criteria and rapid testing technology for all others in accordance with CDC treatment guidelines.
12.2.3 HCV testing utilizing rapid test technology for those who meet criteria in accordance with CDC treatment guidelines. For clients who test positive, the Vender shall submit specimens to the NH Public Health Laboratories (NH PHL) for RNA testing.
12.2.4 No-cost STD testing based on IDPICSS criteria.
12.2.5 Accept referrals from the Department of active or on-going TB disease investigation clients and offer HIV testing.
12.2.6 An annual reasonable fee scale which includes itemized cost for an office visit and screening for each of the following: HIV, HCV, syphilis, gonorrhea and chlamydia for those who are not eligible for no-cost services based on IDPICSS criteria.
12.2.7 An annual protocol outlining how the Vendor will procure, store, dispense and track STD medication according to CDC guidelines.



Exhibit A

12.3 The Vendor shall provide the following HIV/HCV Testing Activities:

12.3.1 Voluntary confidential HIV Counseling, Testing and Referral Services utilizing 4th generation HIV testing for those individuals who meet criteria and rapid testing technology for all others in accordance with CDC treatment guidelines, to the following priority populations identified to be at increased risk of HIV infection:

12.3.1.1 Sex and needle sharing partners of people living with HIV
12.3.1.2 Men who have sex with men
12.3.1.3 Black or Hispanic women
12.3.1.4 Individuals who have ever shared needles
12.3.1.5 Individuals who were ever incarcerated
12.3.1.6 Contacts to a positive STD case and those who are symptomatic of a bacterial STD
12.3.1.7 Individuals who report trading sex for money, drugs, safety or housing

12.3.2 Provide voluntary confidential HCV Counseling, Testing and Referral Services using rapid testing technology in accordance with CDC treatment guidelines to the following priority populations identified to be at increased risk of HCV infection:

12.3.2.1 Individuals who have ever shared needles or drug works for injection drug use
12.3.2.2 Individuals who were ever incarcerated
12.3.2.3 Individuals born between 1945 and 1965 (the "baby boomers" generation)

12.3.3 Provide voluntary confidential STD testing and/or treatment based on criteria set forth by IDPICSS.

12.3.3.1 Submit all specimens that qualify for no-cost testing based on criteria set forth by DPHS to the NH PHL.
12.3.3.2 Ensure all clients with a positive STD test are treated based on the most recent CDC STD Treatment Guidelines.
12.3.3.3 Ensure all clients who present as a contact to a positive STD client are tested and treated based on the most recent CDC STD Treatment Guidelines.

12.3.4 Perform an annual review of the agency's recruitment plan detailing how the agency will access the priority populations indicated above.

12.4 The Vendor shall provide the following patient follow-up for STD/HIV/HCV Clinical Services and HIV/HCV Targeted Testing

12.4.1 Notify the IDPICSS of all HIV preliminary reactive rapid test results no later than 4:00 PM the following business day. Notification allows the IDPICSS to coordinate expedited confirmatory testing at the NH PHL.

12.4.2 Provide the IDPICSS with access to patients with positive diagnoses for the purpose of eliciting, identifying and locating information on sexual and/or needle sharing partners.

12.4.3 Assist the IDPICSS in partner elicitation by interviewing patients with a presumed or definitive STD and/or HIV diagnosis. The interview period for each disease is specified in the protocols developed by the CDC Partner Services Guidelines. Information gathered will be provided to the IDPICSS no later than the next business day, this includes electronic documentation.

12.4.4 Ensure that a minimum of one (1) Vendor staff member has completed the CDC Passport to Partner Services training, as funded by the IDPICSS Capacity Building Vendor. In the event of an outbreak of STD/HIV, provide assistance with STD/HIV investigations within the Vendor's service area and adhere to DPHS disease investigation standards for those investigations.

12.4.5 Perform an annual review of the following:

12.4.5.1 Protocol that outlines the process of referring HIV positive clients into medical care which includes the steps taken to document a client has attended their first medical appointment with a HIV medical care provider.

12.4.5.2 Protocol that outlines the process of referring HCV antibody positive clients into medical care. Specifically, the steps taken for clients who test HCV antibody positive and receive RNA testing at time of antibody screening and how those who are confirmed RNA positive have documentation of attendance at their first medical appointment. Additionally, the steps taken for clients who test HCV antibody positive and are not offered a RNA test on site, the steps taken to document the client has been referred to an appropriate provider for RNA testing.

12.4.5.3 Protocol of the risk screening process that ensures services are being offered to the at risk populations defined by the IDPICSS or supported by other funding sources

12.4.5.4 Protocol outlining how the Vendor will procure, store, dispense and tract STD medication according to CDC guidelines

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

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

13. Compliance and Reporting Requirements

13.1 The Vendor shall:

13.1.1 Comply with the DHHS, DPHS security and confidentiality guidelines related to all Protected Health Information (PHI). In addition, the Vendor shall 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.

13.1.2 Refer to Exhibit K, DHHS Information Security Requirements, of this contract for secure transmission of data.

13.1.3 Identify an individual who will serve as the Vendor's single point of contact for STD/HIV/HCV Clinical Services and who will ensure accurate timely reporting and respond to the IDPICSS' inquiries.

13.1.4 Properly complete and submit all required documentation on appropriate forms supplied by the IDPICSS for each client supported under this agreement which shall include client visit and testing data collection forms within thirty (30) days of specimen collection.

13.1.5 Maintain ongoing medical records that comply with the NH Bureau of Health Facility requirements for each client which shall be available upon request.

13.1.6 Review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

14. Numbers Served

14.1 The Vendor shall ensure:

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

14.1.2 Non-healthcare HIV/HCV Testing Services will be provided to a minimum of fifty (50) individuals and a minimum of one (1) newly diagnosed HIV case will be identified per year.

15. Performance Measures

15.1 The Vendor shall ensure:

15.1.1 Ninety-five percent (95%) of newly identified, confirmed HIV positive test results will be returned to clients within thirty (30) days.

15.1.2 Ninety-five percent (95%) of newly identified HIV positive cases referred to medical care will attend their first medical appointment within thirty (30) days of receiving a positive test result.

15.1.3 Eighty percent (80%) of individuals diagnosed with Chlamydia will receive appropriate treatment within fourteen (14) days of specimen collection.

15.1.4 Eighty percent (80%) of individuals diagnosed with Gonorrhea will receive appropriate treatment within fourteen (14) days of specimen collection.

15.1.5 Eighty percent (80%) of individuals diagnosed with Primary or Secondary Syphilis will receive appropriate treatment within fourteen (14) days of specimen collection.

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

16. Deliverables

16.1 The Vendor shall submit a Workplan and associated budgets to the Department for Department approval within thirty (30) days of the contract effective date for the activities to address the increased risks associated with infectious disease due to substance misuse in the community.

Exhibit B

Method and Conditions Precedent to Payment

1) The State shall pay the Vendor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Vendor pursuant to Exhibit A, Scope of Services.

   1.1. This contract is funded with:

      1.1.1. Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.268, Federal Award Identification Number (FAIN) #H23IP000757; CFDA #93.940, FAIN #U62PS924538; and CFDA #93.997, FAIN #H25PS004339.

      1.1.2. Disease Control Emergency Funds (State General Funds)

      1.1.3. State General Funds

   1.2. The Vendor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Vendor's current and/or future funding.

2) Payment for said services shall be made monthly as follows:

   2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred monthly in the fulfillment of this agreement, and shall be in accordance with the approved line items in Exhibits B-1 (Pgs. 1-4) and B-2 (Pgs. 1-4).

   2.2. Payment for infectious disease-related Substance Misuse Services shall be on a cost reimbursed basis for actual expenditures for up to twenty-five thousand dollars ($25,000) in accordance with a Department-approved Workplan and associated budgets submitted to the Department within thirty (30) days of the contract effective date in accordance with Exhibit A, Subsections 12.1.1 and 16.1.

   2.3. The Vendor shall submit monthly invoices in a form satisfactory to the State by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month, in accordance with Exhibits B-1 (Pgs. 1-4) and B-2 (Pgs. 1-4). Invoices must be completed, signed, dated and returned to the Department in order to initiate payment. The State shall make payment to the Vendor within thirty (30) days of receipt of each accurate and correct invoice.

   2.4. The final invoice shall be due to the State no later than forty (40) days after the contract completion date, block 1.7 of the Form P-37, General Provisions.

   2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or mail to:

      Financial Administrator
      Department of Health and Human Services
      Division of Public Health Services
      29 Hazen Drive
      Concord, NH 03301

   2.6. Payments may be withheld pending receipt of required reporting as identified in Exhibit A, Scope of Services.

3) Notwithstanding anything to the contrary herein, the Vendor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

4) Notwithstanding paragraph 18 of the General Provisions P-37; changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation and adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and without Governor and Executive Council approval, if needed and justified.

EXHIBIT B-1 BUDGET

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

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

Budget Request for: Immunization Program
(Name of RFP)

Budget Period: SFY19 (July 1, 2018 - June 30, 2019)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 34,537.00	$ 5,909.00	$ 40,446.00	Based on actual costs
2. Employee Benefits	$ 20,822.00	$ -	$ 20,822.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 1,500.00	$ -	$ 1,500.00	
Office	$ 300.00	$ -	$ 300.00	
6. Travel	$ 400.00	$ -	$ 400.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 62.00	$ -	$ 62.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 820.00	$ -	$ 820.00	
11. Staff Education and Training	$ 450.00	$ -	$ 450.00	
12. Subcontracts/Agreements		$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Printing	$ 200.00	$ -	$ 200.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 59,091.00	$ 5,909.00	$ 65,000.00	

Indirect As A Percent of Direct 10.0%

Vendor Initials
Date 7/18/18

EXHIBIT B-1 BUDGET

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

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

Budget Request for: HIV Prevention
(Name of RFP)

Budget Period: SFY19 (July 1, 2018 - June 30, 2019)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 36,657.00	$ 7,273.00	$ 43,930.00	Based on actual costs
2. Employee Benefits	$ 17,966.00	$ -	$ 17,966.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 200.00	$ -	$ 200.00	
Lab	$ 100.00	$ -	$ 100.00	
Pharmacy	$ -	$ -	$ -	
Medical	$ 800.00	$ -	$ 800.00	
Office	$ 300.00	$ -	$ 300.00	
6. Travel	$ 900.00	$ -	$ 900.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 50.00	$ -	$ 50.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 6,000.00	$ -	$ 6,000.00	
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	
12. Subcontracts/Agreements	$ 6,000.00	$ -	$ 6,000.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Disposal Services	$ 2,454.00	$ -	$ 2,454.00	
15. Printing	$ 300.00	$ -	$ 300.00	
	$ -	$ -	$ -	
TOTAL	$ 72,727.00	$ 7,273.00	$ 80,000.00	
Indirect As A Percent of Direct		10.0%		

add some time for CHW

Vendor Initials
Date 7/26/18

EXHIBIT B-1 BUDGET

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

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

Budget Request for: STD Prevention
(Name of RFP)

Budget Period: SFY19 (July 1, 2018 - June 30, 2019)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 6,753.00	$ 1,400.00	$ 8,153.00	Based on actual costs
2. Employee Benefits	$ 4,135.00	$ -	$ 4,135.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ 250.00	$ -	$ 250.00	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ 100.00	$ -	$ 100.00	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ 25.00	$ -	$ 25.00	
Pharmacy	$ -	$ -	$ -	
Medical	$ 50.00	$ -	$ 50.00	
Office	$ 50.00	$ -	$ 50.00	
6. Travel	$ 500.00	$ -	$ 500.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 37.00	$ -	$ 37.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 1,320.00	$ -	$ 1,320.00	
11. Staff Education and Training	$ 600.00	$ -	$ 600.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Printing	$ 180.00	$ -	$ 180.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 14,000.00	$ 1,400.00	$ 15,400.00	

Indirect As A Percent of Direct 10.0%

Vendor Initials

Date 7/18/18

EXHIBIT B-1 BUDGET

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

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

Budget Request for: Tuberculosis
(Name of RFP)

Budget Period: SFY19 (July 1, 2018 - June 30, 2019)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 17,436.00	$ 3,182.00	$ 20,618.00	Based on actual costs
2. Employee Benefits	$ 10,990.00	$ -	$ 10,990.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 700.00	$ -	$ 700.00	
Office	$ 350.00	$ -	$ 350.00	
6. Travel	$ 1,200.00	$ -	$ 1,200.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 42.00	$ -	$ 42.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 500.00	$ -	$ 500.00	
11. Staff Education and Training	$ 300.00	$ -	$ 300.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Printing	$ 300.00	$ -	$ 300.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 31,818.00	$ 3,182.00	$ 35,000.00	

Indirect As A Percent of Direct 10.0%

Vendor Initials

Date 7/18/18

EXHIBIT B-2 BUDGET

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

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

Budget Request for: Immunization Program
(Name of RFP)

Budget Period: SFY20 (July 1, 2019 - June 30, 2020)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 36,203.00	$ 5,909.00	$ 42,112.00	Based on actual costs
2. Employee Benefits	$ 21,139.00	$ -	$ 21,139.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 750.00	$ -	$ 750.00	
Office	$ 50.00	$ -	$ 50.00	
6. Travel	$ 250.00	$ -	$ 250.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 49.00	$ -	$ 49.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ 450.00	$ -	$ 450.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Printing	$ 200.00	$ -	$ 200.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 59,091.00	$ 5,909.00	$ 65,000.00	

Indirect As A Percent of Direct 10.0%

Vendor Initials

Date 7/18/19

EXHIBIT B-2 BUDGET

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

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

Budget Request for: HIV Prevention
(Name of RFP)

Budget Period: SFY20 (July 1, 2019 - June 30, 2020)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 38,110.00	$ 7,273.00	$ 45,383.00	Based on actual costs
2. Employee Benefits	$ 18,242.00	$ -	$ 18,242.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 100.00	$ -	$ 100.00	
Lab	$ 100.00	$ -	$ 100.00	
Pharmacy	$ -	$ -	$ -	
Medical	$ 600.00	$ -	$ 600.00	
Office	$ 300.00	$ -	$ 300.00	
6. Travel	$ 750.00	$ -	$ 750.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 25.00	$ -	$ 25.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 3,000.00	$ -	$ 3,000.00	
11. Staff Education and Training	$ 1,200.00	$ -	$ 1,200.00	
12. Subcontracts/Agreements	$ 8,000.00	$ -	$ 8,000.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Disposal Services	$ 2,000.00	$ -	$ 2,000.00	
15. Printing	$ 300.00	$ -	$ 300.00	
	$ -	$ -	$ -	
TOTAL	$ 72,727.00	$ 7,273.00	$ 80,000.00	

Indirect As A Percent of Direct 10.0%

Vendor Initials

Date 7/18/19

EXHIBIT B-2 BUDGET

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

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

Budget Request for: STD Prevention
(Name of RFP)

Budget Period: SFY20 (July 1, 2019 - June 30, 2020)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 7,088.00	$ 1,400.00	$ 8,488.00	Based on actual costs
2. Employee Benefits	$ 4,199.00	$ -	$ 4,199.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ 100.00	$ -	$ 100.00	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 100.00	$ -	$ 100.00	
Lab	$ 100.00	$ -	$ 100.00	
Pharmacy	$ -	$ -	$ -	
Medical	$ 500.00	$ -	$ 500.00	
Office	$ 250.00	$ -	$ 250.00	
6. Travel	$ 600.00	$ -	$ 600.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 38.00	$ -	$ 38.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 800.00	$ -	$ 800.00	
11. Staff Education and Training	$ 100.00	$ -	$ 100.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Printing	$ 125.00	$ -	$ 125.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 14,000.00	$ 1,400.00	$ 15,400.00	

Indirect As A Percent of Direct 10.0%

Vendor Initials

Date 7/18/19

EXHIBIT B-2 BUDGET

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

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

Budget Request for: Tuberculosis
(Name of RFP)

Budget Period: SFY20 (July 1, 2019 - June 30, 2020)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 18,199.00	$ 3,182.00	$ 21,381.00	Based on actual costs
2. Employee Benefits	$ 11,135.00	$ -	$ 11,135.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 300.00	$ -	$ 300.00	
Office	$ 200.00	$ -	$ 200.00	
6. Travel	$ 700.00	$ -	$ 700.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 34.00	$ -	$ 34.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	
11. Staff Education and Training	$ 100.00	$ -	$ 100.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
14. Printing	$ 150.00	$ -	$ 150.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 31,818.00	$ 3,182.00	$ 35,000.00	

Indirect As A Percent of Direct 10.0%

Vendor Initials
Date 7/18/18

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials
Date 7/28/18

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Contractor Initials
Date 7/18/18

REVISIONS TO GENERAL PROVISIONS

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

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

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

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

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

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

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

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

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

4. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and replaced with:

   14.1.1. Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence; and

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

7/18/18
Date

Name: James W. Donchess
Title: Mayor

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

7/18/18
Date

James W. Donchess
Name: James W. Donchess
Title: Mayor

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name:

7/18/18
Date

Name: James W. Donchess
Title: Mayor

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name:

7/18/18
Date

Name: James W. Donchess
Title: Mayor

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

7/18/18
Date

James W. Donchess
Name: James W. Donchess
Title: Mayor

Contractor Initials
Date 7/18/18

HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	James W. Donchess
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	Mayor
Title of Authorized Representative	Title of Authorized Representative
7/25/18	7/18/18
Date	Date

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

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

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

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

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

The 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.

Date: 7/16/18

Contractor Name:

Name: James W Donchess
Title: Mayor

FORM A

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

1. The DUNS number for your entity is: 958298218

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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, anti-hacker, 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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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.

Contractor Initials JWD

Date 7/18/18

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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #5

This Amendment to the Infectious Disease Prevention Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and the City of Manchester ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 22, 2018 (Item #7), as amended December 19, 2018 Item #15, as amended on June 24, 2020, (Item #45A), as amended on December 22, 2021 (Item #41B) and amended August 17, 2022, (Item #21B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,917,386

2. Modify Exhibit A – Amendment #4 Scope of Services Part B: Immunizations, Subsection B.2.5., to read:

   B.2.5. The Contractor shall purchase vaccines in accordance with Senate Bill 115 (SB115).

3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, to read:

   1. The State shall pay the Contractor an amount not to exceed Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A – Amendment #4, Scope of Services.
      1.1. This contract is funded with:
         1.1.1. 19% Federal Funds from the Immunization Cooperative Grant, as awarded on July 1, 2021, from the Center for Disease Control and Prevention Catalog, Assisted Listing Number (ALN), 93.268, Federal Award Identification Number (FAIN) NH23IP922595.
         1.1.2. 22% Federal Funds from the Integrated HIV Prevention Activities Grant as awarded on December 16, 2021, by the Center for Disease Control and Prevention, ALN 93.940, FAIN NU62PSP924538.
            1.1.2.1 HIV Federal Funding shall not exceed $108,000 per calendar year, ensuring no more than 5% is expended on HCV activities per calendar year.
         1.1.3. 21% Federal Funds from the Sexually Transmitted Diseases (STD) Prevention and Control Grant as awarded on June 21, 2021, by the Center for Disease Control and Prevention ALN 93.977, FAIN NH25PS005159.
            1.1.3.1 STD Federal Funding shall not exceed $108,000 per calendar year, ensuring no more than 5% is expended on HCV activities per calendar year.
         1.1.4. 3% Federal Funds from the Childhood Lead Poisoning Prevention Grant as awarded on May 8, 2021 by the Center for Disease Control and Prevention ALN 93.197, FAIN NUE2EH001457.

1.1.5. 20% Federal Funds from the Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response Grant as awarded on March 16, 2020 and May 18, 2021 by the Center for Disease Control and Prevention ALN 93.354, FAIN NU90TP922144.

1.1.6. 1% Federal Funds from Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure and Performance – financed in part by the Prevention and Public Health Fund (PPHF) as awarded on May 13, 2016 by the Center for Disease Control and Prevention ALN 93.733, FAIN NH23IP000986.

1.1.7. 13% General Funds.

1.1.7.1 STD State Funding shall not exceed $50,000 per State Fiscal Year.

1.1.8 1% Other Funds (Lead Poisoning Prevention Fund).

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Subsections 2.1 through 2.2, to read:

2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred monthly in the fulfillment of this agreement and shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-10 Budget, Amendment #5.

2.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month, in accordance with Exhibit B-1 Budget through Exhibit B-10 Budget, Amendment #5.

5. Add Exhibit B-7 Budget – Amendment #4, which was attached to Amendment #4, however inadvertently not added via Amendment #4 language in error.

6. Add Exhibit B-8 Budget – Amendment #4, which was attached to Amendment #4, however inadvertently not added via Amendment #4 language in error.

7. Add Exhibit B-9 Budget – Amendment #4, which was attached to Amendment #4, however inadvertently not added via Amendment #4 language in error.

8. Add Exhibit B-10 Budget – Amendment #5, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to June 30, 2023, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/1/2023
Date

DocuSigned by:
Patricia Tilley
C24E52C08C2844E...
Name: Patricia Tilley
Title: Director, Division of Public Health Services

Manchester Health Department

10/24/23
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor

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

OFFICE OF THE ATTORNEY GENERAL

11/7/2023

DocuSigned by:
Robyn Guarino
748734844941460...

Date

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 3F30F4C5-822E-490E-B54E-093DC83BF3D4

New Hampshire Department of Health and Human Services	
Contractor Name:	Manchester Health Department
Budget Request for:	Infectious Disease Prevention Services
Budget Period	SFY 2024
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment 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	$0
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 - vaccine purchase	$10,000
Other (please specify)	
Other (please specify)	
Other (please specify)	
Other (please specify)	
9. Subrecipient Contracts	$0
Total Direct Costs	$10,000
Total Indirect Costs	$0
TOTAL	$10,000

Contractor Initial: JE

DocuSign Envelope ID: 3F30F4C5-822E-490E-B54E-093DC83BF3D4

CERTIFICATE OF AUTHORITY

I, Matthew Normand, 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: 10/24/2023

Signature of Municipality Clerk/Municipality Official
Name: Matthew Normand
Title: City Clerk

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me on this 24th day of October, 2023 by Matthew Normand, City Clerk of the City of Manchester.

JOANN E. FERRUOLO NOTARY PUBLIC STATE OF NEW HAMPSHIRE -MY- COMMISSION EXPIRES JUNE 2, 2026 JUSTICE OF THE PEACE

JoAnn Ferruolo
Name of Notary/Justice of the Peace

Commission Expires on June 2, 2026

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Three

A RESOLUTION

"Amending the FY2023 Community Improvement Program, authorizing and appropriating funds in the amount of Ten Thousand Dollars ($10,000) for the FY2023 CIP 210623 Public Health Preparedness."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2023 CIP as contained in the 2023 CIP budget; and

WHEREAS, the 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept STATE funds in the amount of $10,000 from the NH Dept. of Health and Human Services to provide funding to FY2023 CIP 210623 Substance Public Health Preparedness.

NOW, THEREFORE, be it resolved that the 2023 CIP be amended as follows:

By increasing:

FY 2023 CIP 210623 Substance Public Health Preparedness - $10,000 STATE

Resolved, that this Resolution shall take effect upon its passage

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Kevin J. O'Neil
Risk Manager

CITY OF MANCHESTER

Office of Risk Management

CERTIFICATE OF COVERAGE

State of New Hampshire
Department of Public Works
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
Re: For the Manchester Health Department Grant from July 1, 2023 through June 30, 2024.

Issued the 11th day of January, 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

DocuSign Envelope ID: 3F30F4C5-822E-490E-B54E-093DC83BF3D4

Emily Gray Rice
City Solicitor

Peter R. Chiesa
Deputy City Solicitor

Gregory T. Muller, Esq.
John G. Blanchard, Esq.
Jeremy A. Harmon, Esq.
Kathleen A. Broderick, Esq.
Jessica L.Cain, Esq.
Amy H. Manchester, Esq.
Dorothy Walch, Esq.
Donald F. Shedd, Paralegal

CITY OF MANCHESTER

Office of the City Solicitor

CERTIFICATE OF COVERAGE

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH & HUMAN SERVICES
129 Pleasant Street
Concord, NH 03301

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

	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
WORKER'S COMPENSATION	Statutory Limits	

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

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD
Grant is through 6/30/2024 – Infectious Disease Prevention
Issued the27th day of July, 2022.

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

One City Hall Plaza · Manchester, New Hampshire 03101 · (603) 624-6523 · Fax: (603) 624-6528
TTY: 1-800-735-2964
E-Mail: solicitor@manchesternh.gov · Website: www.manchesternh.gov

21B mac

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

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

July 20, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend existing contracts with the Contractors listed below to expand organizational capacity, messaging and education for participating health care providers to administer and reduce access barriers to vaccinations and to enhance the public health workforce, by increasing the total price limitation by $1,113,762 from $3,970,455 to $5,084,217 with no change to the contract completion dates of December 31, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
City of Nashua	177441-B011	Greater Nashua Area	$1,833,800	$343,031	$2,176,831	O: 8/22/18, Item #7 A1: 9/11/20, Item #14 A2:12/22/21, Item #41B
City of Manchester	177433-B009	Greater Manchester Area	$2,136,655	$770,731	$2,907,386	O: 8/22/18, Item #7 A1: 12/19/18, Item #15 A2: 6/24/20, Item #45A A3: 12/22/21, Item #41B
		Total:	**$3,970,455**	**$1,113,762**	**$5,084,217**	

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items

within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to increase capacity for participating health care providers, to administer and reduce access barriers to immunization vaccinations, especially among high risk and underserved populations and enhance the public health workforce within the cities.

Approximately 4,600 individuals will be served by the City of Nashua during State Fiscal Years 2023 and 2024.

Approximately 3,000 individuals will be served by the City of Manchester during State Fiscal Years 2023 and 2024.

The Contractors continue providing routine vaccinations for children who have fallen behind with vaccination due to pandemic disruption and providing COVID-19 vaccination to all eligible populations. The Contractors will work with New Hampshire's health care providers to develop and implement engagement strategies to promote vaccinations, as part of routine health care visits and to ensure high quality, safe administration of vaccines. Additionally, the Contractors will enhance the public health workforce within the Greater Manchester and Nashua communities through professional development educational programs such as public health continuing education series, public health emergency management credentialing, chronic disease management training for school nurses, and developing a public health internship program. Additionally, each vendor will hire an epidemiologist to assess neighborhood health and identify health inequities and disparities within the communities. These assessments will help communities prioritize programs that reduce healthcare access barriers.

The Department will monitor services by reviewing:

- Quarterly reports that track efforts, successes, and challenges of promoting vaccine awareness and uptake of vaccinations.
- Reports of the number and percentage of individuals who have not previously received vaccination who were administered vaccination.
- Quarterly reports on the number of improvements to data collection, partnerships, infrastructure and training opportunities to address COVID-19 and other health disparities and inequities.

Should the Governor and Executive Council not authorize this request, the Department's ability to address COVID-19 and other health-related impacts on high-risk and underserved populations would be significantly limited, potentially increasing the health and economic burden of the COVID-19 pandemic on citizens within the Greater Manchester and Nashua areas.

Source of Federal Funds: Assistance Listing Number #93.268, FAIN #NH23IP922595, Assistance Listing Number #93.354, FAIN # NU90TP922144.

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

Respectfully submitted,

FW Lori A. Shibinette
Commissioner

CITY OF NASHUA:

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount	FF	GF	Other	
2019	102-500731	Contracts for Prog Svs	90023317	45,000	0	45,000				
2019	102-500731	Contracts for Prog Svs	90023011	20,000	0	20,000				
2020	102-500731	Contracts for Prog Svs	90023317	45,000	0	45,000				
2020	102-500731	Contracts for Prog Svs	90023011	20,000	0	20,000				
2021	102-500731	Contracts for Prog Svs	90023011	21,450	0	21,450				
2021	102-500731	Contracts for Prog Svs	90023320	43,550	0	43,550				
2022	102-500731	Contracts for Prog Svs	90023011	10,725	0	10,725				
2022	102-500731	Contracts for Prog Svs	90023320	21,775	0	21,775				
2022	074-500589	Grants for Pub Asst Relief	90023011	23,750	0	23,750				
2022	074-500589	Grants for Pub Asst Relief	90023320	23,750	0	23,750				
2023	074-500589	Grants for Pub Asst Relief	90023011	32,500	0	32,500				
2023	074-500589	Grants for Pub Asst Relief	90023320	32,500	0	32,500				
2024	074-500589	Grants for Pub Asst Relief	90023011	16,250	0	16,250				
2024	074-500589	Grants for Pub Asst Relief	90023320	16,250	0	16,250				
			Subtotal	*372,500*	*0*	*372,500*	372,500	0	0	CFDA 93.268
					100% FF					FAIN NH23IP922595
										Award Date 7/1/2021

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount				
2019	102-500731	Contracts for Prog Svs	90024000	80,000	0	80,000				
2019	102-500731	Contracts for Prog Svs	90025000	15,400	0	15,400				
2020	102-500731	Contracts for Prog Svs	90024000	80,000	0	80,000				
2020	102-500731	Contracts for Prog Svs	90025000	15,400	0	15,400				
2021	102-500731	Contracts for Prog Svs	90024000	108,000	0	108,000				
2021	102-500731	Contracts for Prog Svs	90025000	16,000	0	16,000				
2021	102-500731	Contracts for Prog Svs	90025002	50,000	0	50,000				JN 90025002 GF
2022	102-500731	Contracts for Prog Svs	90024000	111,500	0	111,500				
2022	102-500731	Contracts for Prog Svs	90025000	16,000	0	16,000				JN 90025000: STD
2022	102-500731	Contracts for Prog Svs	90025002	0	0	0				CFDA: 93.977
2023	074-500589	Grants for Pub Asst Relief	90024000	115,000	0	115,000				FAIN: NH25PS005159
2023	074-500589	Grants for Pub Asst Relief	90025000	16,000	0	16,000				Date of award: 12/16/21
2024	074-500589	Grants for Pub Asst Relief	90024000	57,500	0	57,500				
2024	074-500589	Grants for Pub Asst Relief	90025000	8,000	0	8,000				JN 90024000: HIV Prevention
			Subtotal	*688,800*	*0*	*688,800*	638,800	50,000	0	CFDA 93.940
					7%	93%				FAIN: NU62PSP924538
										Award date: 12/16/21

05-95-90-902510-2496 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, STD WORKFORCE DEVELOPMENT COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased)	Modified Budget Amount				
2022	102-500731	Contracts for Prog Svs	TBD	225,000	0	225,000				
2023	102-500731	Contracts for Prog Svs	TBD	150,000	0	150,000				CFDA 93.977
2024	102-500731	Contracts for Prog Svs	TBD	75,000	0	75,000				FAIN: NH25PS005159
			Subtotal	*450,000*	*0*	*450,000*	450,000	0	0	Award Date: 6/21/21
					100% FF					

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased)	Modified Budget Amount				
2019	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000				
2019	547-500394	Disease Control Emergencies	90027026	25,000	0	25,000				
2020	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000				
2021	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000				
2022	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000				
2023	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000				TB GF
2024	102-500731	Contracts for Prog Svs	90020006	17,500	0	17,500				
			Subtotal	*217,500*	*0*	*217,500*	0	217,500	0	
						100% GF				

05-95-90-901510-5698 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, LEAD POISONING PREVENTION FUND

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount			
2021	102-500731	Contracts for Prog Svs	90037002	30,000	0	30,000			
2022	102-500731	Contracts for Prog Svs	90037002	30,000	0	30,000			
2023	102-500731	Contracts for Prog Svs	90038010	30,000	0	30,000			
2024	102-500731	Contracts for Prog Svs	90038010	15,000	0	15,000			
			Subtotal	*105,000*	*0*	*105,000*	0	45,000	60,000
					43%	57%			
					GF	OF			

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount				
2023	102-500731	Contracts for Prog Svs	90023210	0	50,000	50,000				FAIN NH23IP922595
2024	102-500731	Contracts for Prog Svs	90023210	0	10,000	10,000				Award Date 3/31/2021
			Subtotal	*0*	*60,000*	*60,000*	60,000	0	0	
						100% FF				

05-95-90-903510-2468 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, PUBLIC HEALTH CRISIS RSP-ARP

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount				
2023	102-500731	Contracts for Prog Svs	90027500	0	283,031	283,031				CFDA 93.354
			Subtotal	*0*	*283,031*	*283,031*	283,031	0	0	FAIN NU90TP922144
						100% FF				Award Date 5/18/2021

TOTAL NASHUA:	1,833,800	343,031	2,176,831

MANCHESTER HEALTH DEPT:

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount					
2019	102-500731	Contracts for Prog Svs	90023317	46,049	0	46,049					
2019	102-500731	Contracts for Prog Svs	90023010	23,951	0	23,951					
2019	102-500731	Contracts for Prog Svs	90023011	20,000	0	20,000					
2020	102-500731	Contracts for Prog Svs	90023317	46,049	0	46,049					
2020	102-500731	Contracts for Prog Svs	90023010	23,951	0	23,951					
2020	102-500731	Contracts for Prog Svs	90023011	20,000	0	20,000					
2021	102-500731	Contracts for Prog Svs	90023011	29,700	0	29,700					
2021	102-500731	Contracts for Prog Svs	90023320	60,300	0	60,300					
2022	102-500731	Contracts for Prog Svs	90023011	14,850	0	14,850					
2022	102-500731	Contracts for Prog Svs	90023320	30,150	0	30,150					
2022	074-500589	Grants for Pub Asst Relief	90023011	26,250	0	26,250					
2022	074-500589	Grants for Pub Asst Relief	90023320	33,750	0	33,750					
2023	074-500589	Grants for Pub Asst Relief	90023011	45,000	0	45,000					
2023	074-500589	Grants for Pub Asst Relief	90023320	45,000	0	45,000				CFDA 93.268	
2024	074-500589	Grants for Pub Asst Relief	90023011	22,500	0	22,500				FAIN NH23IP922595	
2024	074-500589	Grants for Pub Asst Relief	90023320	22,500	0	22,500				Award Date 7/1/2021	
			Subtotal	*510,000*	*0*	*510,000*	510,000	0	0		
						100% FF					0.175415

05-95-90-902510-5093 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, ADULT IMMUNIZATION

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount					
2019	102-500731	Contracts for Prog Svs	90023330	22,855	0	22,855				CFDA 93.733	
										FAIN: NH23IP000986	
			Subtotal	*22,855*	*0*	*22,855*	22,855	0	0	Award Date: 5/13/2016	0.007861
						100% FF					

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount					
2019	102-500731	Contracts for Prog Svs	90024000	87,500	0	87,500					
2019	102-500731	Contracts for Prog Svs	90025000	15,400	0	15,400					
2020	102-500731	Contracts for Prog Svs	90024000	80,000	0	80,000					
2020	102-500731	Contracts for Prog Svs	90025000	15,400	0	15,400					
2021	102-500731	Contracts for Prog Svs	90024000	108,000	0	108,000					
2021	102-500731	Contracts for Prog Svs	90025000	16,000	0	16,000				JN 90025002 GF	
2021	102-500731	Contracts for Prog Svs	90025002	100,000	0	100,000					
2022	102-500731	Contracts for Prog Svs	90024000	111,500	0	111,500				JN 90025000: STD	
2022	102-500731	Contracts for Prog Svs	90025000	16,000	0	16,000				CFDA: 93.977	
2022	102-500731	Contracts for Prog Svs	90025002	0	0	0				FAIN: NH25PS005159	
2023	074-500589	Grants for Pub Asst Relief	90024000	115,000	0	115,000				Date of award: 12/16/21	
2023	074-500589	Grants for Pub Asst Relief	90025000	16,000	0	16,000					
2024	074-500589	Grants for Pub Asst Relief	90024000	57,500	0	57,500				JN 90024000: HIV Prevention	
2024	074-500589	Grants for Pub Asst Relief	90025000	8,000	0	8,000				CFDA 93.940	
			Subtotal	*746,300*	*0*	*746,300*	646,300	100,000	0	FAIN: NU62PSP924538	0.222296
					13%	87%				Award date: 12/16/21	
					GF	FF					

05-95-90-902510-2496 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, STD WORKFORCE DEVELOPMENT COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased)	Modified Budget Amount					
2022	102-500731	Contracts for Prog Svs	TBD	225,000	0	225,000					
2023	102-500731	Contracts for Prog Svs	TBD	150,000	0	150,000					CFDA 93.977
2024	102-500731	Contracts for Prog Svs	TBD	75,000	0	75,000					FAIN: NH2SPS005159
			Subtotal	*450,000*	*0*	*450,000*	450,000	0	0	Award Date: 6/21/21	0.154778
						100% FF					

05-95-90-902510-7039 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, PUBLIC HEALTH CRISIS RESPONSE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased)	Modified Budget Amount					
2019	102-500731	Contracts for Prog Svs	90703900	40,000	0	40,000					CFDA 93.354
			Subtotal	*40,000*	*0*	*40,000*	40,000	0	0		FAIN: NH90TP922106
						100% FF				Award Date: 3/16/2020	0.013758

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount					
2019	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000					
2019	547-500394	Disease Control Emergencies	90027026	35,000	0	35,000					
2020	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000					
2021	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000					
2022	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000					
2023	102-500731	Contracts for Prog Svs	90020006	35,000	0	35,000					TB GF
2024	102-500731	Contracts for Prog Svs	90020006	17,500	0	17,500					
			Subtotal	*227,500*	*0*	*227,500*	0	227,500	0		0.078249
						100% GF					

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount					
2021	102-500731	Contracts for Prog Svs	90036000	40,000	0	40,000					
2022	102-500731	Contracts for Prog Svs	90036000	40,000	0	40,000					
2023	102-500731	Contracts for Prog Svs	90036000	40,000	0	40,000					CFDA: 93.197
2024	102-500731	Contracts for Prog Svs	90036000	20,000	0	20,000					FAIN: NUE2E001457
			Subtotal	*140,000*	*0*	*140,000*	140,000	0	0	Date of Award: 8/5/21	0.048153
						100% FF					

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount					
2023	102-500731	Contracts for Prog Svs	90023210	0	50,000	50,000					CFDA 93.268
2024	102-500731	Contracts for Prog Svs	90023210	0	10,000	10,000					FAIN NH23IP922595
			Subtotal	*0*	*60,000*	*60,000*	60,000	0	0	Award Date 3/31/2021	0.020637
						100% FF					

05-95-90-903510-2468 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, PUBLIC HEALTH CRISIS RSP-ARP

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount					
2023	102-500731	Contracts for Prog Svs	90027500	0	710,731	710,731				CFDA 93.354	
			Subtotal	*0*	*710,731*	*710,731*	710,731	0	0	FAIN NU90TP922144	0.244457
						100% FF				Award Date 5/18/2021	
		TOTAL MANCHESTER:		2,136,655	770,731	2,907,386	4,384,217	640,000	60,000		
		GRAND TOTAL		3,970,455	1,113,762	5,084,217			86.23%	Federal	
									12.59%	General	
									1.18%	Other	

State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Infectious Disease Prevention Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and the City of Manchester ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 22, 2018, (Item #7), as amended on December 19, 2018, (Item #15), as amended on June 24, 2020 (Item #45A), and amended on December 22, 2021 (Item #41b), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,907,386.

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

3. Modify Exhibit A, Scope of Services by replacing in its entirety with Exhibit A - Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1 to read:

   1) The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A – Amendment #4, Scope of Services.

      1.1. This contract is funded with:

         1.1.1 23% Federal Funds from the Immunization Cooperative Grant, as awarded on July 1, 2021, from the Center for Disease Control and Prevention Catalog, Assisted Listing Number (ALN), 93.268, Federal Award Identification Number (FAIN) NH23IP922595.

         1.1.2. 29% Federal Funds from the Integrated HIV Prevention Activities Grant as awarded on December 16, 2021, by the Center for Disease Control and Prevention, ALN 93.940, FAIN NU62PSP924538

            1.1.2.1. HIV Federal Funding shall not exceed $108,000 per calendar year, ensuring no more than 5% is expended on HCV activities per calendar year.

         1.1.3. 26% Federal Funds from the Sexually Transmitted Diseases (STD) Prevention and Control Grant as awarded on June 21, 2021, by the Center for Disease Control and Prevention, ALN 93.977, FAIN NH25PS005159.

            1.1.3.1. STD Federal Funding shall not exceed $16,000 per calendar year, ensuring no more than 5% is expended on HCV activities per calendar year.

1.1.4. 7% Federal Funds from the Childhood Lead Poisoning Prevention Grant as awarded on May 8, 2021 by the Center for Disease Control and Prevention, ALN 93.197, FAIN NUE2EH001457.

1.1.5. 2% Federal Funds from the Immunization COVID-19 Grant as awarded on March 31, 2021 by the Center for Disease Control and Prevention, ALN #93.268, FAIN NH23IP922595.

1.1.6. 3% Federal Funds from the Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response Grant as awarded on March 16, 2020 and May 18, 2021 by the Center for Disease Control and Prevention, ALN 93.354, FAIN NU90TP922144.

1.1.7. 1% Federal Funds from Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure and Performance – financed in part by the Prevention and Public Health Fund (PPHF) as awarded on May 13, 2016 by the Center for Disease Control and Prevention, ALN 93.733, FAIN NH23IP000986.

1.1.8. 9% General Funds

1.1.8.1. STD State Funding shall not exceed $50,000 per State Fiscal Year 2021.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2., Paragraphs 2.1., 2.2. and 2.7., to read:

2) Payment for said services shall be paid monthly as follows:

2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred monthly in the fulfillment of this agreement and shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-9 Budget, Amendment #4.

2.2 The Contractor shall submit monthly invoices in a form satisfactory to the State by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month, in accordance with Exhibit B-1 Budget through Exhibit B-9 Budget, Amendment #4.

2.7 Payments may be withheld pending receipt of required reporting as identified in Exhibit A – Amendment #4, Scope of Services.

6. Add Exhibit B, Methods and Conditions Precedent to Payment, Section 2., Paragraph 2.8., to read:

2.8. The following list of expenses are not allowable through this agreement with Federal Immunization Funds:

2.8.1. Advertising Costs, including but not limited to:

2.8.1.1. Conventions;

2.8.1.2. Displays;

2.8.1.3. Exhibits;

2.8.1.4. Meetings;

2.8.1.5. Memorabilia;

2.8.1.6. Gifts; and

2.8.1.7. Souvenirs.

2.8.2. Alcoholic beverages.

2.8.3. Building purchases, construction, capital improvements.

2.8.4. Clinical care (non-immunization services).

2.8.5. Entertainment Costs.

2.8.6. Fundraising Costs.

2.8.7. Goods and services for personal use.

2.8.8. Honoraria.

2.8.9. Independent research.

2.8.10. Land acquisition.

2.8.11. Legislative/lobbying activities.

2.8.12. Interest on loans for the acquisition and/or modernization of an existing building.

2.8.13. Payment on bad debt, collection of improper payments.

2.8.14. Promotional and/or Incentive Materials.

2.8.14.1 Plaques;

2.8.14.2. Clothing; and

2.8.14.3. Commemorative Items, such as:

2.8.14.3.1. Pens;

2.8.14.3.2. Mugs/cups;

2.8.14.3.3. Folders/folios;

2.8.14.3.4. Lanyards;

2.8.14.3.5. Magnets and

2.8.14.3.6. Conference bags.

2.8.15. Purchase of food/meals (unless part of required travel per diem cost).

2.8.16. Vehicle purchase.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

7/27/2022
Date

DocuSigned by:
Patricia M. Tilley
B46FB3BF5BFD4CB...
Name: Patricia M. Tilley
Title: Director

City of Manchester

7/25/22
Date

Name: Joyce Craig
Title: Mayor

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

OFFICE OF THE ATTORNEY GENERAL

8/1/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit A – Amendment 4

Scope of Services

Provisions Applicable to All Services

1. The Contractor will submit, within ten (10) days of the effective date of this Agreement, 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.
2. The Contractor shall provide culturally and linguistically appropriate services, which include, but are not limited to:
   - 2.1. Assessing the ethnic and cultural needs, resources and assets of the client's community.
   - 2.2. Promoting the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
   - 2.3. Providing interpretation services to clients with minimal English skills, when feasible and appropriate.
   - 2.4. Offering consumers a forum through which clients have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.
3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
4. The Contractor shall allow a team or person authorized by the Department to periodically review Contractor systems of governance, administration, data collection and submission, clinical, and financial management in order to ensure systems are adequate to provide contracted services. The Contractor agrees that:
   - 4.1. On-site reviews shall include client record reviews to measure compliance with this contract.
   - 4.2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this contract.
   - 4.3. On-Site reviews may be waived or abbreviated at the discretion of the Department.
5. The Contractor may be subject to a Corrective Action Plan (CAP) for failure to meet performance measures or reporting requirements as shown in this Exhibit A – Amendment 3, Scope of Services. Failure to follow a CAP can result in action under Exhibit C-1, Revisions to General Provisions, subparagraph 10 in the General Provisions (P-37).
6. For the purposes of this contract, the Contractor shall be identified as a Subrecipient in accordance with 2 CFR 200.0. et seq.
7. Notwithstanding any provisions of this agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the State Opioid Response Grant from the Substance Abuse and Mental Health Services Administration.

Part A: Tuberculosis

Exhibit A – Amendment 4

A.1. Project Description

A.1.1 On behalf of the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Infectious Disease Control, Infectious Disease Prevention, Investigation and Care Services Section (IDPICSS), the Contractor shall provide Tuberculosis (TB) prevention and control services.

A.1.2 The Contractor shall ensure services align with the three (3) key national priorities for TB services, which are:

A.1.2.1 Prompt identification and treatment of active TB disease;

A.1.2.2 Identification and treatment of individuals who have been exposed to active disease and targeted testing; and

A.1.2.3 Treatment of individuals most at risk for the disease.

A.2. Required Tuberculosis Activities and Deliverables

A.2.1 Case Management Activities

A.2.1.1 The Contractor shall provide case management for individuals with active Tuberculosis (TB) and High Risk Latent Tuberculosis Infection (LTBI), which may include contacts to an active case or Class B1 or B3 immigrants or refugees, until an appropriate treatment regimen is completed. The Contractor shall:

A.2.1.1.1 Provide case management services for all active TB cases and all high-risk contacts prescribed LTBI treatment until treatment is completed.

A.2.1.1.2 Monitor for adherence and adverse reactions to the prescribed treatment by visiting clients monthly, at a minimum.

A.2.1.1.3 Supervise isolation of individuals with infectious TB disease when ordered by the DPHS.

A.2.1.1.4 Conduct contact investigations within ten (10) business days to identify all exposed individuals.

A.2.1.1.5 Arrange for tuberculin skin testing (TST) or Interferon Gamma Release Assay (IGRA) testing of identified contacts.

A.2.1.1.6 Ensure LTBI treatment is prescribed and HIV testing is recommended if a contact is infected.

A.2.1.1.7 Provide or facilitate Directly Observed Therapy (DOT) for all individuals with suspected or confirmed TB disease.

A.2.1.1.8 Investigate all children less than 5 years of age who are diagnosed with active TB disease to identify source case.

A.2.2 Screening

A.2.2.1 The Contractor shall conduct targeted screening of high-risk groups identified by the IDPICSS.

A.2.2.2 The Contractor shall ensure testing is either provided by:

A.2.2.2.1 The Contractor; or

A.2.2.2.2 Working with the medical home of their local New Americans, which are individuals who are new to the United States, who arrive as refugees or immigrants.

A.2.2.3 The Contractor shall ensure testing is targeted to high-risk populations, as identified by the DPHS, which include, but not limited to:

A.2.2.3.1 Individuals who have had contact to a recent active case of pulmonary TB.

A.2.2.3.2 Immigrants with Class A and Class B medical status upon arrival to the US, as defined by the U.S. Department of Health and Human Services.

A.2.2.3.3 New Americans arriving as refugees.

A.2.3 Screening Required Activities

A.2.3.1 The Contractor shall ensure all individuals arriving to the United States with a Class A, B1, and B3 status receive a tuberculin skin test (TST) or Blood Assay for Mycrobacterium Tuberculosis (BAMT) and symptom screen within ten (10) business days of notification of arrival.

A.2.3.2 The Contractor shall 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 immigrant medical evaluations within thirty (30) days of arrival.

A.2.3.3 The Contractor shall ensure LTBI screening via a TST or IGRA is offered to high risk New Americans arriving as refugees within thirty (30) days of arrival. The Contractor shall ensure testing is either provided by:

A.2.3.3.1 The Contractor providing; or

A.2.3.3.2 Working with the medical home of for New Americans.

A.2.3.4 The Contractor shall ensure others identified as high risk are provided with a screening test, as indicated.

A.2.3.5 The Contractor shall conduct an investigation on all TST or IGRA positive children less than five (5) years of age to identify source case.

A.2.3.6 The Contractor shall ensure all individuals who are close contacts and start LTBI treatment also receive recommendations for HIV testing.

A.2.3.7 The Contractor shall document a medical diagnosis for LTBI contacts within sixty (60) days of the start of treatment.

A.2.3.8 The Contractor shall report the diagnosis, ruled out or confirmed, for TB infection positive contacts, to the IDPICSS.

A.3. Reporting Requirements for Active TB Cases

A.3.1 The Contractor shall submit the NH TB Investigation form (via fax) and a template for suspect active and active TB cases via email to the Infectious Disease Nurse

Manager or designee within one (1) business day of initial report. Template updates will be submitted to the Infectious Disease Nurse Manager or designee within one (1) week of changes in treatment regimen or changes in case status.

A.3.2 The Contractor shall submit the Report of Verified Case of TB (RVCT) within thirty (30) days of diagnosis.

A.3.3 The Contractor shall submit the Initial Drug Susceptibility Report, which is the RVCT follow-up report, within thirty (30) days of sensitivity results.

A.3.4 The Contractor shall submit the Completion Report, which is the second RVCT follow-up report, within thirty (30) days of discharge regardless of residence location.

A.3.5 The Contractor shall document any updated case information and notes into NHEDSS within twenty-four (24) business hours of the case visit.

A.4. Treatment and Monitoring Standards

A.4.1 The Contractor shall provide treatment and monitoring of treatment utilizing the guidance of the Centers for Disease Control and Prevention (CDC) and the ID-PICSS, which includes, but not is limited to:

A.4.1.1 Evaluating each patient and their environment to determine the most appropriate person(s) to provide DOT.

A.4.1.2 Providing the patient's medical provider with the current CDC and/or the American Thoracic Society Guidelines for baseline and ongoing laboratory testing, vision and hearing screening.

A.4.1.3 Arranging treatment for all eligible LTBI clients who have a Class A and Class B status upon arrival to the US and assure completion of treatment according to clinical guidelines.

A.4.1.4 Providing consultation to medical providers regarding treatment recommendation for all high-risk groups.

A.4.1.5 Provide recommendations for treatment to include the importance of adherence to treatment guidelines.

A.4.1.6 Ensuring telephone contact is made with the active or suspect active patients within twenty-four (24) hours of identification.

A.4.1.7 Conducting a face-to-face visit with the patient diagnosed with active or suspect active disease within three (3) business days of identification to provide counseling and assessment.

A.4.1.8 Monitoring treatment adherence and adverse reaction to treatment by conducting monthly visits, at a minimum, for patients with active disease and monthly phone calls for patients who are high-risk contacts diagnosed with LTBI until treatment is completed.

A.4.1.9 Document and report unusual symptoms and severe adverse drug reactions to the medical provider and the IDPICSS within twenty-four (24) hours of assessment.



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A.4.2 The Contractor shall establish a plan for Directly Observed Therapy (DOT), which includes, but is not limited to:

A.4.2.1 Evaluating each patient and his/her environment to determine the most appropriate person(s) to provide DOT.

A.4.2.2 Considering use of electronic DOT (eDOT) for monitoring of treatment adherence.

A.4.2.3 Providing DOT education to that provider if staff providing DOT are not Contractor employees where DOT is the standard of care for all patients with TB.

A.4.2.4 Documenting DOT in the electronic patient record (NHEDSS), ensuring changes to variables are reviewed and updated regularly, which includes:

A.4.2.4.1 Drug;

A.4.2.4.2 Dose;

A.4.2.4.3 Route;

A.4.2.4.4 Frequency;

A.4.2.4.5 Duration; and

A.4.2.4.6 Observer name to allow providers to initial dates medications were taken.

A.4.2.5 Reporting non-adherence to treatment to the IDPICSS within three (3) days of discovering the non-adherence.

A.4.2.6 Reporting all active TB disease patients who are not placed on DOT to the IDPICSS within one (1) day of the decision to not place the individual on DOT.

A.4.2.7 Monitoring adherence of clients self-administering medications by contacting the patient every week and completing monthly, unannounced, in-person visits with clients to monitor pill counts and pharmacy refills.

A.4.3 Laboratory Monitoring

A.4.3.1 The Contractor shall provide laboratory monitoring on an individual basis based on the treatment regimen used and the patient's risk factors for adverse reactions. The Contractor shall:

A.4.3.1.1 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).

A.4.3.1.2 Collect specimens for smear positive infectious patients, if not done by the medical provider, every one-two weeks until three (3) negative smears or two (2) negative cultures are reported.

A.4.3.1.3 Report culture conversions not occurring within two (2) months of treatment initiation to the IDPICSS and medical provider with the appropriate treatment recommendation.

A.4.3.1.4 Notify the IDPICSS within one (1) day if susceptibility testing is not ordered on isolates sent to private labs.

A.4.3.1.5 Obtain susceptibility results from private labs to be forward to the IDPICSS.

A.4.3.1.6 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.

A.4.4 Isolation

A.4.4.1 The Contractor shall establish, monitor and discontinue isolation as required. The Contractor shall:

A.4.4.1.1 Monitor adherence to isolation through unannounced visits and telephone calls;

A.4.4.1.2 Report non-adherence to isolation immediately to the IDPICSS; and

A.4.4.1.3 When indicated, ensure that legal orders for isolation are issued from NH DHHS, DPHS and served by the local authority.

A.4.5 Contact Investigation Standards

A.4.5.1 The Contractor shall ensure contact investigations are initiated and completed and include:

A.4.5.1.1 Conducting the patient interview and beginning to identify contacts for infectious patients within three (3) business days of case report submission to the IDPICSS.

A.4.5.1.2 Prioritizing contact investigations based on current CDC guidelines, which may include smear positivity and host factors.

A.4.5.1.3 Ensuring contacts diagnosed with LTBI, who are eligible for treatment, start and complete treatment as recommended.

A.4.6 Services for All TB Clients

A.4.6.1 The Contractor shall provide patient teaching per IDPICSS Assessment and Education form.

A.4.6.2 The Contractor shall develop, implement and annually review a policy for the maintenance of confidential client records.

A.4.6.3 The Contractor shall obtain a signed release of information located within the NH TB Financial Assistance Documents for TB case management from each client receiving services.

A.4.6.4 The Contractor shall comply with all laws related to the protection of client confidentiality and management of medical records.

A.4.6.5 The Contractor shall document any updated case information and notes into NHEDSS within twenty-four (24) business hours.

A.4.7 NH Tuberculosis Financial Assistance (TBFA)

A.4.7.1 The Contractor shall follow all NH TBFA policies and procedures.

A.4.7.2 The Contractor shall submit completed applications to the NH TBFA Program within five (5) business days for eligibility review.

A.4.7.3 The Contractor shall ensure that assistance, which includes diagnostic and treatment services, is provided to individuals qualified for NH TBFA.

A.4.8 Additional Program Services

A.4.8.1 The Contractor shall participate in the weekly DPHS Outbreak Team meetings and present on active and ongoing TB disease case investigations.

A.4.8.2 The Contractor shall attend mandatory annual case reviews and chart audit when scheduled.

A.4.8.3 The Contractor shall maintain a trained and proficient workforce at all times and ensure that 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.

A.5. Performance Measures

A.5.1 Completion of Treatment

A.5.1.1 The Contractor shall ensure a minimum of 90% of clients with pulmonary TB complete treatment within twelve (12) months of documented treatment initiation.

A.5.1.2 The Contractor shall 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.

A.5.1.3 The Contractor shall ensure a minimum of 90% of clients with pulmonary TB complete treatment by Directly Observed Therapy (DOT) within twelve (12) months of treatment initiation.

A.5.2 Human Immunodeficiency Virus (HIV) Status

A.5.2.1 The Contractor shall ensure a minimum of 90% of newly reported persons with Active TB have a documented HIV test.

A.5.3 Contact Investigations

A.5.3.1 The Contractor shall ensure a minimum of 95% of close contacts be evaluated for LTBI or TB, which includes:

A.5.3.1.1 A visit by a public health nurse, or visit to a primary care provider;

A.5.3.1.2 The planting of a TST or drawing an IGRA;

A.5.3.1.3 A medical evaluation and chest x-ray, as indicated by provider; and

A.5.3.1.4 Collection of sputum(s) if the patient is symptomatic.

A.5.3.2 The Contractor shall ensure a minimum of 90% of infected close contacts complete treatment.

A.5.4 Evaluation of Immigrants and Refugees

A.5.4.1 The Contractor shall ensure a minimum of 90% of Class A and Class B arrivals to the US be evaluated for TB and LTBI within thirty (30) days of arrival notification, which includes:

A.5.4.1.1 A visit by a public health nurse, or visit to a primary care provider;

A.5.4.1.2 The planting of a TST or drawing an IGRA;

A.5.4.1.3 A medical evaluation and chest x-ray, as indicated by provider; and

A.5.4.1.4 Collection of sputum(s) if the patient is symptomatic.

A.5.4.2 The Contractor shall ensure a minimum of 90% of Class A and Class B arrivals to the US with LTBI complete treatment within twelve (12) months of initiation

Part B: Immunizations

B.1. Project Description

B.1.1 On behalf of the New Hampshire Department of Health and Human Services, Division of Public Health Services, BIDC, Immunization Section, the Contractor shall assist in increasing vaccination coverage of children, adolescents and adults by creating a strategy for improvement in the geographic area covered.

B.2. Required Immunization Activities and Deliverables

B.2.1 The Contractor shall increase the number of children, adolescents and adults who are vaccinated, as recommended by the Advisory Committee on Immunization Practice (ACIP) and the Department, by aligning the health care delivery system with community and public health services, which includes but is not limited to:

B.2.1.1 Coordinating with public and private medical offices to ensure all populations have access to immunization.

B.2.1.2 Developing promotional and educational campaigns to increase vaccine confidence and uptake of immunizations.

B.2.1.3 Adhering to requirements detailed in Vaccination Provider Agreements in place with the Department.

B.2.1.4 Administering vaccines available through the New Hampshire Immunization Program to uninsured individuals, while considering implementation of a system to capture reimbursement.

B.2.1.5 Increasing the number of influenza immunization clinics in schools located in the Greater Manchester region.

B.2.1.6 Promoting use of NH Immunization Information System (IIS) within the Contractor's organization and externally with other vaccine stakeholders.

B.2.1.7 Utilizing and leveraging data systems, including the NH IIS, to identify areas of low vaccination uptake in order to focus efforts to promote vaccination and reduce barriers to receipt of vaccination.

B.2.2 The Contractor shall assess provider offices to ensure the CDC and the Department standards on immunization practices are met and to ensure immunizations are provided as recommended by ACIP and the Department. The Contractor shall ensure:

B.2.2.1 Staff assigned to provider visits attend annual trainings offered by the Immunization Section.

B.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.

B.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.

B.2.2.4 A report is submitted to the Immunization Section within seven (7) days of each visit.

B.2.2.5 Staff distribute vaccination education materials to medical providers, staff and patients, which include information relative to the benefits and risks of immunizations.

B.2.3 The Contractor shall work toward a 97% up-to-date vaccination rate for students enrolled in Greater Manchester public schools

B.2.4 The Contractor shall educate a minimum of ten (10) childcare providers about vaccine preventable diseases, immunization recommendations/requirements and immunization related topics, annually using Immunization Section developed tools and guidelines and report results of the visits to the Department as visits are completed.

B.3. Statement of Work- COVID-19 Vaccines

B.3.1 The Contractor shall develop and implement engagement strategies to promote the COVID-19 vaccination and increase vaccine confidence through education, outreach and partnerships in the target populations. The Contractor shall:

B.3.1.1 Collaborate with community liaison collaborators such as the following to increase the knowledge of COVID-19 vaccinations among the target populations.

B.3.1.1.1 Federally Qualified Health Centers

B.3.1.1.2 Community Mental Health Centers.

B.3.1.1.3 Community-based Organizations.



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B.3.1.1.4 Faith-based Organizations.

B.3.1.1.5 Local Businesses.

B.3.1.1.6. Community Colleges.

B.3.1.2 Conduct outreach to populations, including, but not limited to, those who:

B.3.1.2.1 Experienced disproportionately high rates of COVID-19 and related deaths.

B.3.1.2.2 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.

B.3.1.2.3 Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical barriers and health system barriers.

B.3.1.2.4 Are likely to have low acceptance of or confidence in COVID-19 vaccines.

B.3.1.2.5 Have a history of mistrust in health authorities or the medical establishment.

B.3.1.2.6 Are not well-known to health authorities or have not traditionally been the focus of immunization programs.

B.3.1.3 Reduce barriers to receipt of vaccination services, including, but not limited to, providing translation services, communication access services, and/or internet access for individuals who need assistance with Vaccination and Immunization Network Interface (VINI) or other State immunization registry systems.

B.3.1.4 Conduct outreach to assess individuals' readiness to receive a vaccination.

B.3.1.5 Increase COVID-19 vaccine confidence among the populations listed in Subsection B.3.1.2 above by:

B.3.1.5.1 Addressing and monitoring vaccine misinformation on social media.

B.3.1.5.2 Developing and distributing messaging in multiple languages and communication access methods, including, but not limited to:

B.3.1.5.2.1 Videos.

B.3.1.5.2.2 Audio.

B.3.1.5.2.3 Print materials.

B.3.1.5.2.4 Social media campaigns featuring a diverse array of community leaders, outreach staff, and other respected, non-medical practitioners.

B.3.2 The Contractor shall reduce access barriers to the COVID-19 vaccination within their communities. The Contractor shall:

B.3.2.1 Work with the CHCs to operationalize COVID-19 vaccine clinics for the target populations listed in Subsection 1.1 above to increase equitable distribution of COVID-19 vaccination. The Contractor shall work with CHCs to operationalize COVID-19 vaccine clinics by utilizing strategies that include, but are not limited to:

B.3.2.1.1 Vaccine strike teams.

B.3.2.1.2 Mobile vaccine clinics.

B.3.2.1.3 Satellite clinics.

B.3.2.1.4 Temporary clinics.

B.3.2.1.5 School-based clinics.

B.3.2.1.6 Travel to off-site clinics to provide vaccination services in non-traditional settings, including in-home vaccination to homebound patients where other mechanisms for in-home vaccination are not available.

B.3.2.1.7 Other vaccine sites, as approved by the Department.

B.3.2.2 Ensure hours of operation at vaccine sites are adjusted to meet the needs of the target population.

B.3.3 The Contractor shall ensure proper vaccine storage, handling, administration and documentation in accordance with state and federal guidelines by providing resources, equipment and/or supplies as needed, including, but not limited to:

B.3.3.1 Clinical and/or administrative staff resources.

B.3.3.2 Appropriate refrigerators/freezer, and data loggers, the Contractor shall inform the Department of the need.

B.3.3.3 Additional supplies, which includes, but is not limited to:

B.3.3.3.1 Syringes.

B.3.3.3.2 Needles.

B.3.3.3.3 Alcohol wipes.

B.3.3.3.4 Band aids.

B.3.3.3.5 Stickers.

B.3.3.3.6 Other necessary supplies and equipment per the COVID-19 Vaccine Provider Agreement.

B.4. Reporting Requirements

B.4.1 The Contractor shall submit a Quarterly Report within thirty (30) days of the quarter end that includes but is not limited to:

B.4.1.1 The number and percentage of uninsured children, adolescents and adults vaccinated at the primary clinic and at other venues.

B.4.1.2 Information on the interventions that were employed as a result of the needs assessment.



B.4.1.3 The number and percentage of children and/or adults vaccinated at school-based influenza clinics.

B.4.1.4 A detailed summary of educational and outreach materials distributed to childcare providers and other providers.

B.4.1.5 Efforts, successes, and challenges experienced with local community-based organizations and stakeholders to promote vaccine awareness and uptake of COVID-19 vaccinations.

B.4.1.6 Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19 vaccinations.

B.4.1.7 Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.

B.4.1.8 Potential barriers and solutions identified in the past quarter for low vaccine uptake in specific communities.

B.4.1.9 Efforts, successes, and challenges experienced in providing community engagement.

B.4.1.10 Number and percentage of individuals from the following age range who received COVID-19 vaccination within the reporting period:

B.4.1.10.1 6 months through 4 years of age

B.4.1.10.2 5-11 years old.

B.4.1.10.3 12-17 years old.

B.4.1.10.4 18 years and older.

B.4.1.10.5 And other age group approved for COVID-19 Vaccination.

B.4.2 The Contractor shall submit an Annual Report for Section B.2 Required Immunization Activities and Deliverables at the end of each calendar year that includes but is not limited to:

B.4.2.1 The number of staff who conduct assessments who received annual training offered by the Immunization Section.

B.4.2.2 The number of staff who attended the NH Immunization Conference.

B.4.2.3 Information from the NH school survey reports to determine that children attending public school have up-to-date immunization coverage.

B.4.2.4 All assigned provider visits that were completed per CDC requirements and reported within seven (7) days of the visit.

B.4.2.5 The results, in detail, of the childcare visits to be submitted, as completed.

B.4.2.6 List of (ten) 10 childcare providers educated on using Immunization Section developed tools and guidelines in accordance with Part B, Subsection 2.4.

B.4.3 The Contractor shall 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 provide a narrative to summarize:

B.4.3.1 Number and percentage of individuals from the following age range who received COVID-19 vaccination within the reporting period:

B.4.3.1.1 6 months through 4 years of age

B.4.3.1.2 5-11 years old.

B.4.3.1.3 12-17 years old.

B.4.3.1.4 18 years and older.

B.4.3.1.5 Any other age group approved for COVID-19 Vaccination.

B.4.3.2 Activities performed.

B.4.3.3 Outcomes.

B.4.3.4 Challenges.

B.4.3.5 Strengths.

B.4.3.6 Identified needs for the upcoming Contract year.

B.4.4 The Contractor shall submit a final report due thirty (30) days from Contract completion date.

B.5. Performance Measures

B.5.1 The Contractor shall ensure a minimum of 97% of public school children are vaccinated with all required school vaccines.

B.5.2 The Contractor shall ensure that 70% of school-aged children are vaccinated against influenza as reported by the Immunization Information System, when available.

Part C: STD/HIV/HCV Clinical Services and HIV/HCV Priority Testing

C.1. Project Description

C.1.1 The Contractor shall provide Sexually Transmitted Disease (STD) Testing and Treatment, Human Immunodeficiency Virus (HIV) and Hepatitis C Virus (HCV) Counseling, Testing, and Referral and STD/HIV partner services support.

C.2. Required STD, HIV and HCV Activities and Deliverables

C.2.1 The Contractor shall provide clinical testing, outreach and educational services in the Greater Manchester Area to prevent and control Sexually Transmitted Diseases as well as Human Immunodeficiency Virus and Hepatitis C.

C.2.2 The Contractor shall provide STD testing and treatment in accordance with the Centers for Disease Control and Prevention (CDC) treatment guidelines for syphilis, gonorrhea and chlamydia to priority populations at increased risk of infections, as defined by the Department.

C.2.3 The Contractor shall provide the following STD/HIV/HCV Clinical Services that include, but are not limited to:



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C.2.3.1 HIV and HCV counseling and referral services.

C.2.3.2 HIV testing utilizing rapid testing technology for those individuals who meet criteria in accordance with CDC treatment guidelines.

C.2.3.3 HCV testing utilizing rapid test technology for those who meet criteria in accordance with CDC treatment guidelines.

C.2.3.4 Submitting specimens to the NH Public Health Laboratories (NH PHL) for RNA testing for all individuals who test positive for HCV.

C.2.3.5 No-cost STD testing based on IDPICSS criteria.

C.2.4 The Contractor shall accept referrals from the Department for active or on-going TB disease investigation clients and offer HIV testing.

C.2.5 The Contractor shall update an annual reasonable fee scale for individuals who are not eligible for no-cost services based on IDPICSS criteria that includes itemized costs for an office visit and screening for HIV, HCV, syphilis, gonorrhea and/or chlamydia.

C.2.6 The Contractor shall update an annual protocol outlining how the Contractor will procure, store, dispense and track STD medication according to CDC guidelines.

C.2.7 The Contractor shall provide HIV/HCV Testing Activities that include, but are not limited to:

C.2.7.1 Providing voluntary confidential HIV Counseling, Testing and Referral Services utilizing rapid testing technology for those individuals who meet CDC treatment guidelines criteria to the priority populations identified as at increased risk of HIV infection, which include:

C.2.7.1.1 Sex and needle sharing partners of people living with HIV;

C.2.7.1.2 Men who have sex with men;

C.2.7.1.3 Black or Hispanic women;

C.2.7.1.4 Individuals who have ever shared needles;

C.2.7.1.5 Individuals who were ever incarcerated;

C.2.7.1.6 Contacts to a positive STD case and individuals who are symptomatic of a bacterial STD; and

C.2.7.1.7 Individuals who report trading sex for money, drugs, safety or housing.

C.2.7.2 Providing voluntary confidential HCV Counseling, Testing and Referral Services using rapid testing technology in accordance with CDC treatment guidelines to priority populations identified as at increased risk of HCV infection, which include:

C.2.7.2.1 Individuals who have ever shared needles or drug works for injection drug use;

C.2.7.2.2 Individuals who were ever incarcerated; and

C.2.7.2.3 Individuals born between 1945 and 1965.

C.2.7.3 Providing voluntary confidential STD testing and/or treatment based on criteria set forth by IDPICSS. The Contractor shall:

C.2.7.3.1 Submit all specimens that qualify for no-cost testing based on criteria set forth by DPHS to the NH PHL;

C.2.7.3.2 Ensure all clients with a positive STD test receive treatment based on current CDC STD Treatment Guidelines; and

C.2.7.3.3 Ensure all clients who present as a contact to a positive STD client are tested and provided treatment based on current CDC STD Treatment Guidelines.

C.2.7.4 Performing an annual internal review of the agency's recruitment plans that detail how the agency will access the priority populations identified above.

C.2.8 The Contractor shall provide follow-up for STD/HIV/HCV Clinical Services and HIV/HCV Targeted Testing activities, which include but are not limited to:

C.2.8.1 Notifying the IDPICSS of all HIV preliminary reactive rapid test results no later than 4:00 PM the following business day, in order to allow the IDPICSS to coordinate expedited confirmatory testing at the NH PHL.

C.2.8.2 Providing the IDPICSS with access to patients with positive diagnoses for the purpose of eliciting, identifying and locating information on sexual and/or needle sharing partners.

C.2.8.3 Assisting the IDPICSS in partner elicitation by interviewing patients with a presumed or definitive STD and/or HIV diagnosis. The Contractor shall ensure:

C.2.8.3.1 Interviews are conducted in accordance with the interview protocols developed by the CDC Partner Services Guidelines for each disease.

C.2.8.3.2 Information gathered, including electronic documentation, is provided to the IDPICSS no later than the next business day.

C.2.8.4 Ensuring that a minimum of one (1) Contractor staff member completes the CDC Passport to Partner Services training, as funded by the IDPICSS Capacity Building Contractor.

C.2.8.5 Providing assistance with STD/HIV investigations within the Contractor's service area and adhering to DPHS disease investigation standards for those investigations, in the event of an outbreak of STD/HIV.

C.2.8.6 Perform an annual review of protocols that outline processes of:

C.2.8.6.1 Referring HIV positive clients into medical care, which includes the steps taken to document a client has attended their first medical appointment with a HIV medical care provider.

C.2.8.6.2 Referring HCV antibody positive clients into medical care, which includes:

C.2.8.6.2.1 Specific steps taken for clients who test HCV antibody positive and receive RNA testing at time of antibody screening and how those who are confirmed RNA positive have documentation of attendance at their first medical appointment; and

C.2.8.6.2.2 Steps taken for clients who test HCV antibody positive and are not offered a RNA test on site, the steps taken to document the client has been referred to an appropriate provider for RNA testing.

C.2.8.6.3 Risk screening to ensure services are being offered to the at-risk populations defined by the IDPICSS or supported by other funding sources

C.2.8.6.4 How the Contractor will procure, store, dispense and tract STD medication according to CDC guidelines

C.2.8.7 Submitting specimens being sent to the NH PHL within seventy-two (72) hours of specimen collection.

C.2.9 HIV Testing Health Care Setting

C.2.9.1 The Contractor shall provide HIV counseling, testing and referral services in a geographic area of the State where the disease burden is greatest during set hours, as determined by the Department.

C.2.9.2 The Contractor shall provide HIV testing in conjunction with STD screening and treatment and HCV testing for individuals who meet the risk-based criteria. The Contractor shall:

C.2.9.2.1 Screen individuals at increased risk of infection and provide treatment; or

C.2.9.2.2 Provide linkage to specialty care to individuals who test positive for infection.

C.2.10 HIV Testing Non Health Care Setting

C.2.10.1 The Contractor shall provide targeted HIV and HCV counseling, testing and referral services to the populations most at risk for infection, which include:

C.2.10.1.1 Men who have sex with men; and

C.2.10.1.2 Injection drug users.

C.2.10.2 The Contractor shall provide services in settings, and at times, where the greatest number of at-risk individuals are available.

C.2.11 Additional Requirements for HIV/HCV/STD Activities:

C.2.11.1 The Contractor shall prioritize individuals referred as a result of partner services activities.

C.2.11.2 The Contractor shall utilize funding to procure and maintain the Contractor's rapid testing supplies.

C.2.11.3 The Contractor shall utilize DIS Workforce Development Funds to:

C.2.11.3.1 Conduct STD Disease Investigation based on CDC and DPHS guidance; and

C.2.11.3.2 Hire a minimum of one (1) FTE DIS who is dedicated to contact tracing, partner services and community outreach.

C.2.11.4 The Contractor shall be prepared to perform physical examinations and phlebotomy to collect specimens from clients, as needed, including those who have rapid reactive test result.

C.2.11.5 The Contractor shall send the collected blood specimens to the NH Public Health Laboratories to confirm infection. The Contractor shall:

C.2.11.5.1 Link the clients with confirmed HIV and HCV infections to medical care for services and treatment.

C.2.11.5.2 Work with the correctional facilities, as appropriate, to ensure incarcerated individuals with confirmed HIV and HCV infections have linkage to care available to them upon release.

C.3. Compliance and Reporting Requirements

C.3.1 The Contractor shall comply with the Department's DPHS security and confidentiality guidelines related to all Protected Health Information (PHI).

C.3.2 The Contractor shall 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.

C.3.3 The Contractor shall refer to Exhibit K, DHHS Information Security Requirements, of this contract for secure transmission of data.

C.3.4 The Contractor shall identify the individual who:

C.3.4.1 Is the Contractor's single point of contact for STD/HIV/HCV Clinical Services;

C.3.4.2 Is responsible for accurate timely reporting; and

C.3.4.3 Is responsible for responding to the IDPICSS' inquiries.

C.3.5 The Contractor shall complete and submit all required documentation on appropriate forms supplied by the IDPICSS, which includes but is not limited to client visiting and testing data collection forms, within thirty (30) days of specimen collection for each client support through this agreement.

C.3.6 The Contractor shall maintain ongoing medical records that comply with the NH Bureau of Health Facility requirements for each client, ensuring availability to the Department upon request.

C.3.7 The Contractor shall review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

C.4. Numbers Served

C.4.1 The Contractor shall provide Healthcare STD/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.

C.4.2 The Contractor shall 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.

C.5. Performance Measures

C.5.1 The Contractor shall ensure 90% of non-reactive HIV rapid test results are returned to clients within twenty-four (24) hours of testing date.

C.5.2 The Contractor shall ensure 90% of reactive HIV rapid test results are returned to clients within twenty-four (24) hours of testing date.

C.5.3 The Contractor shall ensure 95% of newly identified, confirmed HIV positive test results are returned to clients within fourteen (14) days of confirmatory test date.

C.5.4 The Contractor shall ensure 95% of newly identified HIV positive cases referred to medical care attend their first medical appointment within thirty (30) days of receiving a positive test result.

C.5.5 The Contractor shall ensure 80% of individuals diagnosed with Chlamydia receive appropriate treatment within fourteen (14) days of specimen collection.

C.5.6 The Contractor shall ensure 80% of individuals diagnosed with Gonorrhea receive appropriate treatment within fourteen (14) days of specimen collection.

C.5.7 The Contractor shall ensure 80% of individuals diagnosed with Primary or Secondary Syphilis receive appropriate treatment within fourteen (14) days of specimen collection.

C.5.8 The Contractor shall ensure 90% of non-reactive HCV rapid test results are returned to clients within twenty-four (24) hours of testing date.

C.5.9 The Contractor shall ensure 90% of reactive HCV rapid test results are returned to clients within twenty-four (24) hours of testing date.

C.5.10 The Contractor shall ensure 95% of newly identified HCV antibody positive individuals who do not receive an RNA test at the time of antibody screening have a documented referral to medical care at that time.

C.5.11 The Contractor shall ensure 95% of newly identified, HCV RNA positive test results are returned to clients within fourteen (14) days of a positive RNA test result.

C.5.12 The Contractor shall ensure 95% of newly identified confirmed HCV positive cases referred to medical care attend their first medical appointment within thirty (30) days of receiving a positive test result.

Part D: Lead Poisoning Care Coordination and Case Management

D.1. Project Description

D.1.1 The Contractor shall provide Lead Poisoning Care Coordination and Case Management services to individuals on behalf of the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services

(DPHS), Bureau of Public Health Protection, Healthy Homes and Environment Section, Healthy Homes and Lead Poisoning Prevention Program (HHLPPP).

D.1.2 The Contractor shall provide three (3) key services that include:

D.2.1.4 Parent notification letters;

D.1.2.2 Property owner notifications letters; and

D.1.2.3 Nurse case management services for children with elevated blood lead levels 5 micrograms per deciliter (mcg/dL) or higher.

D.2. Required Care Coordination and Case Management Activities

D.2.1. Care Coordination and Case Management Activities

D.2.1.1 The Contractor shall provide care coordination and nurse case management services for children 72 months of age or younger with elevated blood lead ≥3 mcg/dL who live in the City of Manchester, Auburn, Goffstown and Pinardville. The Contractor shall ensure services include:

D.2.1.1.1 Providing parent and property owner notifications;

D.2.1.1.2 Providing education; and

D.2.1.1.3 Providing case management services.

D.2.1.2 The Contactor shall participate in training coordinated by the Department's HHLPPP on the new CDC Healthy Homes and Lead Poisoning Surveillance System (HHLPSS) and when available, utilize the system for tracking and documenting all care coordination and case management activities.

D.2.1.3 The Contractor shall participate in quarterly Nurse Case Management meetings coordinated by the HHLPPP to:

D.2.1.3.1 Review protocols;

D.2.1.3.2 Review caseload:

D.2.1.3.3 Discuss logistics; and

D.2.1.1.2 Identify and remove barriers to successful case management.

D.2.1.4 The Contractor shall 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.

D.2.2 Parent Notification

D.2.2.1 The Contractor shall provide notification and education to all parents of children 72 months of age or younger with elevated blood lead levels 3 to 4.9 mcg/dL, in accordance with NH RSA 130-A:6-b Parent Notification, Lead Paint Poisoning Prevention and Control.



Exhibit A – Amendment 4

D.2.3 Property Owner Notification

D.2.3.1 The Contractor shall provide notification and education to owners of dwellings or dwelling units where children 72 months of age or younger reside and have elevated venous blood lead levels 3 to 4.9 mcg/dL, in accordance with NH RSA 130-A:6-a Property Owner Notification, Lead Paint Poisoning Prevention and Control.

D.2.4 Nurse Case Management

D.2.4.1 The Contractor shall provide Nurse Case Management services for children 72 months or younger with a confirmed elevated venous blood lead level ≥5.0 mcg/dL, in accordance with the HHLPPP 2019 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.

D.2.4.2 The Contractor shall 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.

D.2.4.3 The Contractor shall provide in-home or telephonic Nurse Case Management services in accordance with the 2019 Best Practices in Lead Case Management for Public Health Nurses document for children with elevated blood lead levels >5.0 mcg/dL.

D.2.4.4 The Contractor shall ensure children with elevated blood lead levels >15 mcg/dL receive an in-home visit as part of their case management services.

D.2.4.5 The Contractor shall make a referral to the HHLPPP Environmentalist for an in-home investigation for children 72 months of age or younger within ten (10) business days of obtaining an elevated blood lead report.

D.2.4.6 The Contractor shall work with families of children 72 months of age or younger with elevated blood lead levels ≥5.0 mcg/dL to successfully link families to Women, Infant and Children's (WIC) Nutrition Program services.

D.2.4.7 The Contractor shall work with families of children 72 months of age or younger with elevated blood lead levels ≥5.0 mcg/dL to successfully link families to Early Intervention Services (EIS).

D.2.4.8 The Contractor shall report to the HHLPPP which families have been referred to WIC and EIS and which referrals were successfully linked to services.

D.2.5 Greater Manchester Public Health Region Lead Stakeholders Group

D.2.5.1 The Contractor shall participate in the Greater Manchester Public Health Region Lead Stakeholder meetings in order to:

D.2.5.1.1 Coordinate referrals with regional partners; and

D.2.5.1.2 Address healthy home and lead poisoning primary prevention.

D.3. Staffing

D.3.1 The Contractor shall notify the HHLPPP in writing within one (1) month of hire when a new administrator or 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.

D.3.2 The Contractor must notify the HHLPPP in writing if the position of public health nurse is vacant for more than one (1) month.

D.3.3 The Contractor shall notify the HHLPPP in writing if at any time the site funded under this agreement does not have adequate staffing to perform all required services for more than one (1) month.

D.4. Reporting Requirements

D.4.1 The Contractor shall 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:

D.4.1.1 The number of Parent Notification letters mailed;

D.4.1.2 The number of Property Owner Notification letters mailed;

D.4.1.3 The status of all individuals receiving Nurse Case Management services;

D.4.1.4 The number of cases that have been closed or discharged with reason included;

D.4.1.5 The number of Lead Stakeholder meetings attended;

D.4.1.6 The number of families referred to WIC nutrition services;

D.4.1.7 The number of families successfully linked to WIC nutrition services;

D.4.1.8 The number of families referred to EIS; and

D.4.1.9 The number of families successfully linking to EIS.

D.4.2 The Contractor shall ensure all PHI, 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 HHLPSS Surveillance system.

PART E: CDC Crisis Response Cooperative Agreement: COVID-19 Public Health Workforce

E.1. Project Description

E.1.1 The Contractor shall establish, expand, train, and sustain COVID-19 prevention, preparedness, response and recovery initiatives, including school-based health programs.

E.2. Staffing

E.2.1 The Contractor shall recruit, hire, and train personnel to address projected jurisdictional COVID-19 response needs, including hiring personnel to build capacity to address Greater Manchester public health proprieties deriving from COVID-19. The Contractor shall hire personnel for roles that may include, but is not limited to:

E.2.1.1 Permanent full-time (FTE) and part-time (PTE) employees (which may include converting part-time positions to full-time positions during the performance period).

E.2.1.2 Temporary or term-limited staff.

E.2.1.3 Fellows.

E.2.1.4 Interns.

E.2.1.5 Contractors or contracted employees.

E.2.2 The Contractor shall hire:

E.2.2.1 One (1) FTE Community Epidemiologist or consultant for the contract period to assess neighborhood health, Social Determinants of Health (SODH), health inequities and disparities and elevate the lived experience of residents. This position will prioritize critical needs and evidence-based responses facing the community.

E.2.2.1.1. Consultant services will be utilized to execute new contracts to support:

E.2.2.1.1.1 Relaunching of the New Hampshire Institute for Local Public Health Practices;

E.2.2.1.1.2 A workforce development plan;

E.2.2.1.1.3 A cultural effectiveness organizational assessment;

E.2.2.1.1.4 Accreditation and connectivity to academic institutions.

E.3. Training

E.3.1 The Contractor shall certify 20 supervisory and leadership positions in results-based accountability or quality improvement credentialing to strengthen performance measurement, program evaluation and quality improvement.

E.3.2 The Contractor shall offer specialized certifications and trainings for up to 70 staff including 30 school nurses, to keep core competencies current. Other certifications and credentials, include but are not limited to:

E.3.2.1 Asthma education.

E.3.2.2 Infectious disease/communicable disease prevention and control.

E.3.2.3 Diabetes.

E.3.2.4 Pediatric nursing.

E.3.2.5 Mental health.

E.3.2.6 First aid.

E.3.2.7 Information technology.

E.3.2.8 Cultural competency.

E.3.2.9 Leadership Development.

E.3.3 The Contractor shall offer emergency preparedness certifications and trainings for up to 50 staff including, school nurses to keep core competencies current. Training will include:

E.3.3.1 Advanced Incident Command System (ICS).

E.3.3.2 Cardiopulmonary Resuscitation (CPR)/First Aid.

E.3.3.3 EMT-Advanced EMT (AEMT) Pandemic.

E.3.4 The Contractor shall design formal feeder patterns for approximately three (3) student internships (subject to change), practicum experiences, Dartmouth Urban Health Scholars with local academic institutions; to execute a new contract with an academic partner to develop practicum and internship opportunities for emerging public health leaders.

E.3.5 The Contractor shall conduct two (2) cycles of five (5) core competency classes with 30-35 participants in each, with public health professionals statewide, in order to offer free courses statewide, in core public health competencies.

E.3.6 The Contractor shall submit a work plan within 30 days of Agreement effective date.

E.4. Reporting

E.4.1 The contractor shall submit quarterly reports which provides progress updates on:

E.4.1.1 Status of personnel recruitment and retention.

E.4.1.2 Training Updates. Training update shall include:

E.4.1.2.1. Number of training opportunities completed during the quarter.

E.4.1.2.1. Type of training completed during the quarter.

E.4.1.2.1. Number of participants for each training.

E.4.1.2.1. Total number of training hours completed.

E.4.1.2.1. Number and type of certifications issued during the quarter.

E.4.1.3 Number of improvements to data collection, quality, and reporting capacity related to COVID-19 and other health disparities and inequities with analysis of collected data.

E.4.1.4 Number and proportion of new, expanded, or existing partnerships mobilized to address COVID-19 and other health disparities and inequities.

E.4.1.5 Number and type of improvements to infrastructure to address COVID-19 and other health disparities and inequities.

Exhibit A – Amendment 4

E.4.1.6 Work plan outcomes and outputs.

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

Contractor Name: City of Manchester

Project Title: Infectious Disease Prevention Services (Immunization COVID-19)

Budget Period: July 1, 2022 - June 30, 2023 (SFY 2023)

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match: Total	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 13,265.00	$ -	$ 13,265.00	$ -	$ -	$ -	$ 13,265.00	$ -	$ 13,265.00
2. Employee Benefits	$ 3,045.00	$ -	$ 3,045.00	$ -	$ -	$ -	$ 3,045.00	$ -	$ 3,045.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 21,334.00	$ -	$ 21,334.00	$ -	$ -	$ -	$ 21,334.00	$ -	$ 21,334.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 1,300.00	$ -	$ 1,300.00	$ -	$ -	$ -	$ 1,300.00	$ -	$ 1,300.00
Medical	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
Office	$ 6,000.00	$ -	$ 6,000.00	$ -	$ -	$ -	$ 6,000.00	$ -	$ 6,000.00
6. Travel	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -	$ 100.00	$ -	$ 100.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
13. Other (specify up to 5 more):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Indirect expenses (3%)	$ -	$ 1,456.00	$ 1,456.00	$ -	$ -	$ -	$ -	$ 1,456.00	$ 1,456.00
TOTAL	$ 48,544.00	$ 1,456.00	$ 50,000.00	$ -	$ -	$ -	$ 48,544.00	$ 1,456.00	$ 50,000.00
Indirect As A Percent of Direct		3.0%							

Contractor Initials: [signature]
Date: 7/25/22

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Exhibit B-8, Amendment 4, SFY 2024 Budget

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

Contractor Name: City of Manchester

Project Title: Infectious Disease Prevention Services (Immunization COVID-19)

Budget Period: July 1, 2023 - June 30, 2024 (SFY 2024)

Line Item	Total Program Cost Direct	Total Program Cost Indirect	Total Program Cost Total	Contractor Share / Match Direct	Contractor Share / Match Indirect	Contractor Share / Match Total	Funded by DHHS contract share Direct	Funded by DHHS contract share Indirect	Funded by DHHS contract share Total
1. Total Salary/Wages	$ 8,952.00	$ -	$ 8,952.00	$ -	$ -	$ -	$ 8,952.00	$ -	$ 8,952.00
2. Employee Benefits	$ 1,556.00	$ -	$ 1,556.00	$ -	$ -	$ -	$ 1,556.00	$ -	$ 1,556.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
Office	$ 200.00	$ -	$ 200.00	$ -	$ -	$ -	$ 200.00	$ -	$ 200.00
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Indirect expenses (3%)	$ -	$ 292.00	$ 292.00	$ -	$ -	$ -	$ -	$ 292.00	$ 292.00
TOTAL	$ 9,708.00	$ 292.00	$ 10,000.00	$ -	$ -	$ -	$ 9,708.00	$ 292.00	$ 10,000.00
Indirect As A Percent of Direct		3.0%							

Contractor Initials: SC
Date: 7/25/22

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

Contractor Name: City of Manchester

Project Title: Infectious Disease Prevention Services (PUBLIC HEALTH CRISIS RSP-ARP)

Budget Period: July 1, 2022 - June 30, 2023 (SFY 2023)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,731.00	$ -	$ 55,731.00	$ -	$ -	$ -	$ 55,731.00	$ -	$ 55,731.00
2. Employee Benefits	$ 35,000.00	$ -	$ 35,000.00	$ -	$ -	$ -	$ 35,000.00	$ -	$ 35,000.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 235,000.00	$ -	$ 235,000.00	$ -	$ -	$ -	$ 235,000.00	$ -	$ 235,000.00
12. Subcontracts/Agreements	$ 385,000.00	$ -	$ 385,000.00	$ -	$ -	$ -	$ 385,000.00	$ -	$ 385,000.00
13. Other (specify up to five):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 710,731.00	$ -	$ 710,731.00	$ -	$ -	$ -	$ 710,731.00	$ -	$ 710,731.00
Indirect As A Percent of Direct		0.0%							

Contractor Initials
Date 7/25/22

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4B mac

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

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

November 18, 2021

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 **Sole Source** amendments to existing contracts with the Contractors listed below for infectious disease and lead poisoning testing, public health investigation, case management, and outreach and education services, by increasing the total price limitation by $1,969,000 from $2,001,455 to $3,970,455 and by extending the completion dates from December 31, 2021 to December 31, 2023, effective upon Governor and Council approval. 94% Federal Funds. 6% General Funds.

The individual contracts and subsequent amendments were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
City of Nashua	177441-B011	Greater Nashua Area	$871,800	$962,000	$1,833,800	O: 8/22/18, Item #7 A1: 9/11/20, Item #14
City of Manchester	177433-B009	Greater Manchester Area	$1,129,655	$1,007,000	$2,136,655	O: 8/22/18, Item #7 A1: 12/19/18, Item #15 A2: 6/24/20, Item #45A
		Total:	$2,001,455	$1,969,000	$3,970,455	

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

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EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the contracts two (2) years beyond the completion dates and there are six (6) months of renewal options available. The City of Nashua, Division of Public Health and Community Services and the City of Manchester Health Department are the only local municipal public health entities with the legal authority and infrastructure necessary to provide disease surveillance and investigation, mitigate public health hazards, and enforce applicable laws and regulations in the Greater Nashua and Greater Manchester areas.

The purpose of this request is to continue detecting, treating and preventing the spread of infectious diseases including tuberculosis; human immunodeficiency virus (HIV); sexually transmitted diseases (STDs); hepatitis C virus (HVC); and COVID-19 by enhancing direct patient care services; building effective partnerships with community and local health care systems; and supporting efforts to hire and support Disease Intervention Specialists (DIS) to strengthen the capacity of health departments to mitigate the spread of COVID-19 and other infections.

The Contractors will continue providing community-based lead poisoning case management services to ensure children receive timely monitoring of their blood levels; treatment coordination; referrals; data collection; health information; and counseling. The Contractors will continue assisting with prevention activities including providing technical assistance to families and property owners to create and maintain lead-safe housing.

The Greater Nashua and Greater Manchester areas are designated as the highest-risk areas for lead poisoning in the State due to the increased prevalence of risk factors which include age of dwellings; number of children on Medicaid; and number of children living in poverty. Low-level lead exposures less than 5 mcg/dL can negatively impact children's attention spans, executive functions, visual-spatial skills, speech, language, and fine and gross motor skills, which can result in increased impulsivity and aggression in children. Community-based childhood lead poisoning case management helps to ensure that any child with an elevated blood level screening or positive lead test result receives timely, appropriate, comprehensive and coordinated medical and environmental follow-up, resulting in decreased blood lead levels.

A minimum of five hundred (500) individuals will be served through STD/HIV/HCV clinical services and HIV/HCV testing in the Greater Nashua and Greater Manchester areas during State Fiscal Years 2022, 2023, and 2024. In addition, approximately four hundred (400) children will be served through lead case management services.

The Department will monitor services by:

- Ensuring a minimum of ninety percent (90%) of clients with pulmonary TB complete treatment by Directly Observed Therapy (DOT) within twelve (12) months of treatment initiation.
- Ensuring a minimum of ninety-five percent (95%) of newly identified HIV and HCV positive cases are referred to medical care and attend their first medical appointment within thirty (30) days of receiving a positive test result.
- Ensuring that one hundred percent (100%) of children 72 months of age or younger with elevated blood lead levels receive nurse case management services.

As referenced in Exhibit C-1 Revisions to General Provisions of the original agreements, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for six (6) months

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of the six (6) months available, and extending the completion dates by an additional eighteen (18) months, which totals a two (2) year extension.

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

Source of Federal Funds: Assistance Listing Number (ALN) 93.268, FAIN NH23IP922595; ALN 93.940, FAIN NU62PS924538; ALN 93.977, FAIN NH25PS005159; and ALN 93.197, FAIN NUE2EH001408.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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Infectious Disease Prevention Services Contracts
SS-2019-DPHS-01-INFEC
Fiscal Detail Sheet

City of Nashua, Division of Public Health and Community Services - Vendor #177441-B011:

05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION - 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90023317	$45,000	$0	$45,000
2019	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
2020	102-500731	Contracts for Program Services	90023317	$45,000	$0	$45,000
2020	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
2021	102-500731	Contracts for Program Services	90023011	$21,450	$0	$21,450
2021	102-500731	Contracts for Program Services	90023320	$43,550	$0	$43,550
2022	102-500731	Contracts for Program Services	90023011	$10,725	$0	$10,725
2022	102-500731	Contracts for Program Services	90023320	$21,775	$0	$21,775
2022	074-500589	Grants for Pub Asst Relief	90023011	$0	$23,750	$23,750
2022	074-500589	Grants for Pub Asst Relief	90023320	$0	$23,750	$23,750
2023	074-500589	Grants for Pub Asst Relief	90023011	$0	$32,500	$32,500
2023	074-500589	Grants for Pub Asst Relief	90023320	$0	$32,500	$32,500
2024	074-500589	Grants for Pub Asst Relief	90023011	$0	$16,250	$16,250
2024	074-500589	Grants for Pub Asst Relief	90023320	$0	$16,250	$16,250
			Subtotal:	*$227,500*	*$145,000*	*$372,500*

05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION - 93% Federal Funds, 7% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90024000	$80,000	$0	$80,000
2019	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400

2020	102-500731	Contracts for Program Services	90024000	$80,000	$0	$80,000
2020	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
2021	102-500731	Contracts for Program Services	90024000	$108,000	$0	$108,000
2021	102-500731	Contracts for Program Services	90025000	$16,000	$0	$16,000
2021	102-500731	Contracts for Program Services	90025002	$50,000	$0	$50,000
2022	102-500731	Contracts for Program Services	90024000	$54,000	$57,500	$111,500
2022	102-500731	Contracts for Program Services	90025000	$8,000	$8,000	$16,000
2022	102-500731	Contracts for Program Services	90025002	$25,000	($25,000)	$0
2023	074-500589	Grants for Pub Asst Relief	90024000	$0	$115,000	$115,000
2023	074-500589	Grants for Pub Asst Relief	90025000	$0	$16,000	$16,000
2024	074-500589	Grants for Pub Asst Relief	90024000	$0	$57,500	$57,500
2024	074-500589	Grants for Pub Asst Relief	90025000	$0	$8,000	$8,000
			Subtotal:	*$451,800*	*$237,000*	*$688,800*

05-95-90-902510-24960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD WORKFORCE DEVELOPMENT COVID-19 - 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2022	102-500731	Contracts for Program Services	90025050	$0	$225,000	$225,000
2023	102-500731	Contracts for Program Services	90025050	$0	$150,000	$150,000
2024	102-500731	Contracts for Program Services	90025050	$0	$75,000	$75,000
			Subtotal:	*$0*	*$450,000*	*$450,000*

05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL - 100% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2019	547-500394	Disease Control Emergencies	90027026	$25,000	$0	$25,000
2020	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000

2021	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2022	102-500731	Contracts for Program Services	90020006	$17,500	$17,500	$35,000
2023	102-500731	Contracts for Program Services	90020006	$0	$35,000	$35,000
2024	102-500731	Contracts for Program Services	90020006	$0	$17,500	$17,500
			Subtotal:	*$147,500*	*$70,000*	*$217,500*

05-95-90-901510-56980000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, LEAD POISONING PREVENTION FUND - 43% General Funds, 57% Other Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2021	102-500731	Contracts for Program Services	90037002	$30,000	$0	$30,000
2022	102-500731	Contracts for Program Services	90037002	$15,000	$0	$15,000
2022	102-500731	Contracts for Program Services	90038010	$0	$15,000	$15,000
2023	102-500731	Contracts for Program Services	90038010	$0	$30,000	$30,000
2024	102-500731	Contracts for Program Services	90038010	$0	$15,000	$15,000
			Subtotal:	*$45,000*	*$60,000*	*$105,000*
			TOTAL:	**$871,800**	**$962,000**	**$1,833,800**

<u>City of Manchester Health Department</u> - Vendor #177433-B009:

05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION - 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90023317	$46,049	$0	$46,049
2019	102-500731	Contracts for Program Services	90023010	$23,951	$0	$23,951
2019	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
2020	102-500731	Contracts for Program Services	90023317	$46,049	$0	$46,049
2020	102-500731	Contracts for Program Services	90023010	$23,951	$0	$23,951
2020	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
2021	102-500731	Contracts for Program Services	90023011	$29,700	$0	$29,700

2021	102-500731	Contracts for Program Services	90023320	$60,300	$0	$60,300
2022	102-500731	Contracts for Program Services	90023011	$14,850	$0	$14,850
2022	102-500731	Contracts for Program Services	90023320	$30,150	$0	$30,150
2022	074-500589	Grants for Pub Asst Relief	90023011	$0	$26,250	$26,250
2022	074-500589	Grants for Pub Asst Relief	90023320	$0	$33,750	$33,750
2023	074-500589	Grants for Pub Asst Relief	90023011	$0	$45,000	$45,000
2023	074-500589	Grants for Pub Asst Relief	90023320	$0	$45,000	$45,000
2024	074-500589	Grants for Pub Asst Relief	90023011	$0	$22,500	$22,500
2024	074-500589	Grants for Pub Asst Relief	90023320	$0	$22,500	$22,500
			Subtotal:	*$315,000*	*$195,000*	*$510,000*

05-95-90-902510-50930000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, ADULT IMMUNIZATION - 100% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90023330	$22,855	$0	$22,855
			Subtotal:	*$22,855*	*$0*	*$22,855*

05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION - 87% Federal Funds, 13% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90024000	$87,500	$0	$87,500
2019	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
2020	102-500731	Contracts for Program Services	90024000	$80,000	$0	$80,000
2020	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
2021	102-500731	Contracts for Program Services	90024000	$108,000	$0	$108,000
2021	102-500731	Contracts for Program Services	90025000	$16,000	$0	$16,000
2021	102-500731	Contracts for Program Services	90025002	$100,000	$0	$100,000
2022	102-500731	Contracts for Program Services	90024000	$54,000	$57,500	$111,500

2022	102-500731	Contracts for Program Services	90025000	$8,000	$8,000	$16,000
2022	102-500731	Contracts for Program Services	90025002	$50,000	($50,000)	$0
2023	074-500589	Grants for Pub Asst Relief	90024000	$0	$115,000	$115,000
2023	074-500589	Grants for Pub Asst Relief	90025000	$0	$16,000	$16,000
2024	074-500589	Grants for Pub Asst Relief	90024000	$0	$57,500	$57,500
2024	074-500589	Grants for Pub Asst Relief	90025000	$0	$8,000	$8,000
			Subtotal:	*$534,300*	*$212,000*	*$746,300*

05-95-90-902510-24960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD WORKFORCE DEVELOPMENT COVID-19 - 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2022	102-500731	Contracts for Program Services	90025050	$0	$225,000	$225,000
2023	102-500731	Contracts for Program Services	90025050	$0	$150,000	$150,000
2024	102-500731	Contracts for Program Services	90025050	$0	$75,000	$75,000
			Subtotal:	*$0*	*$450,000*	*$450,000*

05-95-90-902510-70390000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, PUBLIC HEALTH CRISIS RESPONSE - 100% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90703900	$40,000	$0	$40,000
			Subtotal:	*$40,000*	*$0*	*$40,000*

05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL - 100% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2019	547-500394	Disease Control Emergencies	90027026	$35,000	$0	$35,000
2020	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2021	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000

2022	102-500731	Contracts for Program Services	90020006	$17,500	$17,500	$35,000
2023	102-500731	Contracts for Program Services	90020006	$0	$35,000	$35,000
2024	102-500731	Contracts for Program Services	90020006	$0	$17,500	$17,500
			Subtotal:	*$157,500*	*$70,000*	*$227,500*

05-95-90-901510-79640000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, LEAD PREVENTION - 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2021	102-500731	Contracts for Program Services	90036000	$40,000	$0	$40,000
2022	102-500731	Contracts for Program Services	90036000	$20,000	$20,000	$40,000
2023	102-500731	Contracts for Program Services	90036000	$0	$40,000	$40,000
2024	102-500731	Contracts for Program Services	90036000	$0	$20,000	$20,000
			Subtotal:	*$60,000*	*$80,000*	*$140,000*
			TOTAL:	**$1,129,655**	**$1,007,000**	**$2,136,655**
			GRAND TOTAL:	**$2,001,455**	**$1,969,000**	**$3,970,455**

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Infectious Disease Prevention Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and the City of Manchester ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 22, 2018, (Item #7), as amended on December 19, 2018, (Item #15) and amended on June 24, 2020 (Item #45A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.3., Contractor Name, to read:

   City of Manchester.

2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2023.

3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,136,655.

4. Modify Exhibit A, Scope of Services by replacing in its entirety with Exhibit A - Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1 to read:

   1) The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A – Amendment #3, Scope of Services.

      1.1 This contract is funded with:

      1.1.1 80% Federal Funds from the Centers for Disease Control and Prevention, Assistance Listing Number (ALN) 93.940, Federal Award Identification Number (FAIN) NU62PS924538, anticipated to be awarded 1/1/22; ALN 93.977, FAIN NH25PS005159, anticipated to be awarded 1/1/22; ALN 93.197, FAIN NUE2EH001457 as awarded 9/30/21; and ALN 93.268, FAIN NH23IP922595 as awarded 7/1/21.

      1.1.1.1 STD Federal Funding shall not exceed $16,000 per calendar year, ensuring no more than 5% is expended on HCV activities per calendar year.

      1.1.1.2 HIV Federal Funding shall not exceed $108,000 per calendar year, ensuring no more than 5% is expended on HCV activities per calendar

year.

1.1.2 12% Disease Control Emergency Funds (State General Funds).

1.1.3 5% State General Funds.

1.1.3.1 STD State Funding shall not e $100,000 per State Fiscal Year.

1.1.4 3% Other Funds (Agency Fees).

1.2 The Contractor agrees to provide the services in Exhibit A – Amendment #3, Scope of Services in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding.

1.3 The Contractor shall notify the Department prior to expending funds over $1,000 on any single expenditure that is not identified within the approved budget narrative.

1.4 The Contractor shall not expend more than 5% of the total STD federal funding awarded in this contract for HCV-only activities, inclusive of the procurement of rapid HCV testing kits and controls.

1.5 The Contractor shall not use federal funds to procure STD treatment medications.

1.6 The Contractor shall not expend more than 10% of the total federal funding awarded in this Contract for media and marketing.

1.7 The Contractor shall not expend more than 1% of the total funding awarded in this Contract for incentives, and shall only provide incentives to clients receiving services under this contract.

1.8 The Contractor shall submit all out-of-state travel requests, with estimated costs and justification for travel, to the Department for contract monitoring purposes.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, to read:

2) Payment for said services shall be paid monthly as follows:

2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred monthly in the fulfillment of this agreement and shall be in accordance with the approved budget line items in Exhibit B-1 Budget through Exhibit B-6 Budget, Amendment #3.

2.2 The Contractor shall submit monthly invoices in a form satisfactory to the State by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month, in accordance with Exhibit B-1 Budget through Exhibit B-6 Budget, Amendment #3.

2.3 Invoices must be completed, signed, dated and returned to the Department in order to initiate payment.

2.4 The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice.

2.5 The final invoice shall be due to the State no later than forty (40) days after the contract completion date as shown in block 1.7 of Form P-37, General Provisions.

2.6 In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov, or mailed to:

Financial Administrator
NH Department of Health and Human Services
Division of Public Health Services
29 Hazen Dr.
Concord, NH 03301

2.7 Payments may be withheld pending receipt of required reporting as identified in Exhibit

A – Amendment #3, Scope of Services.

7. Modify Exhibit B-4 Budget, Amendment #2 – Immunization Program, by replacing it in its entirety with Exhibit B-4 Budget, Amendment #3 – Immunization Program, which is attached hereto and incorporated by reference herein.
8. Modify Exhibit B-4 Budget, Amendment #2 – HIV Prevention, by replacing it in its entirety with Exhibit B-4 Budget, Amendment #3 – HIV Prevention, which is attached hereto and incorporated by reference herein.
9. Modify Exhibit B-4 Budget, Amendment #2 – STD Prevention, by replacing it in its entirety with Exhibit B-4 Budget, Amendment #3 – STD Prevention, which is attached hereto and incorporated by reference herein.
10. Modify Exhibit B-4 Budget, Amendment #2 – Tuberculosis, by replacing it in its entirety with Exhibit B-4 Budget, Amendment #3 – Tuberculosis, which is attached hereto and incorporated by reference herein.
11. Modify Exhibit B-4 Budget, Amendment #2 – Lead Poisoning, by replacing it in its entirety with Exhibit B-4 Budget, Amendment #3 – Healthy Home and Lead Poisoning Prevention Case Management, which is attached hereto and incorporated by reference herein.
12. Add Exhibit B-4 Budget, Amendment #3 – STD Workforce Development COVID-19, which is attached hereto and incorporated by reference herein.
13. Add Exhibit B-5 Budget, Amendment #3 – Immunization Program, which is attached hereto and incorporated by reference herein.
14. Add Exhibit B-5 Budget, Amendment #3 – HIV Prevention, which is attached hereto and incorporated by reference herein.
15. Add Exhibit B-5 Budget, Amendment #3 – STD Prevention, which is attached hereto and incorporated by reference herein.
16. Add Exhibit B-5 Budget, Amendment #3 – Tuberculosis, which is attached hereto and incorporated by reference herein.
17. Add Exhibit B-5 Budget, Amendment #3 – Healthy Home and Lead Poisoning Prevention Case Management, which is attached hereto and incorporated by reference herein.
18. Add Exhibit B-5 Budget, Amendment #3 – STD Workforce Development COVID-19, which is attached hereto and incorporated by reference herein.
19. Add Exhibit B-6 Budget, Amendment #3 – Immunization Program, which is attached hereto and incorporated by reference herein.
20. Add Exhibit B-6 Budget, Amendment #3 – HIV Prevention, which is attached hereto and incorporated by reference herein.
21. Add Exhibit B-6 Budget, Amendment #3 – STD Prevention, which is attached hereto and incorporated by reference herein.
22. Add Exhibit B-6 Budget, Amendment #3 – Tuberculosis, which is attached hereto and incorporated by reference herein.
23. Add Exhibit B-6 Budget, Amendment #3 – Healthy Home and Lead Poisoning Prevention Case Management, which is attached hereto and incorporated by reference herein.
24. Add Exhibit B-6 Budget, Amendment #3 – STD Workforce Development COVID-19, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

City of Manchester

12/9/21
Date

Name: Joyce Craig
Title: Mayor

State of New Hampshire
Department of Health and Human Services

12/10/2021
Date

DocuSigned by:
Ann H. Landry

Name: Ann H. Landry
Title: Associate Commissioner

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

OFFICE OF THE ATTORNEY GENERAL

12/10/2021
Date

DocuSigned by:
Takhmina Rakhmatova
Name: Takhmina Rakhmatova
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit A – Amendment 3

Scope of Services

Provisions Applicable to All Services

1. The Contractor will submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
2. The Co shall provide culturally and linguistically appropriate services, which include, but are not limited to:
   - 2.1. Assessing the ethnic and cultural needs, resources and assets of the client's community.
   - 2.2. Promoting the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
   - 2.3. Providing interpretation services to clients with minimal English skills, when feasible and appropriate.
   - 2.4. Offering consumers a forum through which clients have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.
3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
4. The Contractor shall allow a team or person authorized by the Department to periodically review Contractor systems of governance, administration, data collection and submission, clinical, and financial management in order to ensure systems are adequate to provide contracted services. The Contractor agrees that:
   - 4.1. On-s reviews shall include client record reviews to measure compliance with this contract.
   - 4.2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this contract.
   - 4.3. On-Site reviews may be waived or abbreviated at the discretion of the Department.
5. The Contractor may be subject to a Corrective Action Plan (CAP) for failure to meet performance measures or reporting requirements as shown in this Exhibit A – Amendment 3, Scope of Services. Failure to follow a CAP can result in action under Exhibit C-1, Revisions to General Provisions, subparagraph 10 in the General Provisions (P-37).
6. For the purposes of this contract, the Contractor shall be identified as a Subrecipient in accordance with 2 CFR 200.0. et seq.
7. Notwithstanding any provisions of this agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the State Opioid Response Grant from the Substance Abuse and Mental Health Services Administration.

Part A: Tuberculosis

A.1. Project Description

Exhibit A – Amendment 3

A.1.1 On behalf of the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Infectious Disease Control, Infectious Disease Prevention, Investigation and Care Services Section (IDPICSS), the Contractor shall provide Tuberculosis (TB) prevention and control services.

A.1.2 The Contractor shall ensure services align with the three (3) key national priorities for TB services, which are:

A.1.2.1 Prompt identification and treatment of active TB disease;

A.1.2.2 Identification and treatment of individuals who have been exposed to active disease and targeted testing; and

A.1.2.3 Treatment of individuals most at risk for the disease.

A.2. Required Tuberculosis Activities and Deliverables

A.2.1 Case Management Activities

A.2.1.1 The Contractor shall provide case management for individuals with active Tuberculosis (TB) and High Risk Latent Tuberculosis Infection (LTBI), which may include contacts to an active case or Class B1 or B3 immigrants or refugees, until an appropriate treatment regimen is completed. The Contractor shall:

A.2.1.1.1 Provide case management services for all active TB cases and all high-risk contacts prescribed LTBI treatment until treatment is completed.

A.2.1.1.2 Monitor for adherence and adverse reactions to the prescribed treatment by visiting clients monthly, at a minimum.

A.2.1.1.3 Supervise isolation of individuals with infectious TB disease when ordered by the DPHS.

A.2.1.1.4 Conduct contact investigations within ten (10) business days to identify all exposed individuals.

A.2.1.1.5 Arrange for tuberculin skin testing (TST) or Interferon Gamma Release Assay (IGRA) testing of identified contacts.

A.2.1.1.6 Ensure LTBI treatment is prescribed and HIV testing is recommended if a contact is infected.

A.2.1.1.7 Provide or facilitate Directly Observed Therapy (DOT) for all individuals with suspected or confirmed TB disease.

A.2.1.1.8 Investigate all children less than 5 years of age who are diagnosed with active TB disease to identify source case.

A.2.2 Screening

A.2.2.1 The Contractor shall conduct targeted screening of high-risk groups identified by the IDPICSS.

A.2.2.2 The Contractor shall ensure testing is either provided by:

A.2.2.2.1 The Contractor; or

A.2.2.2.2 Working with the medical home of their local New Americans, which are individuals who are new to the United States, who arrive as refugees or immigrants.

A.2.2.3 The Contractor shall ensure testing is targeted to high-risk populations, as identified by the DPHS, which include, but not limited to:

A.2.2.3.1 Individuals who have had contact to a recent active case of pulmonary TB.

A.2.2.3.2 Immigrants with Class A and Class B medical status upon arrival to the US, as defined by the U.S. Department of Health and Human Services.

A.2.2.3.3 New Americans arriving as refugees.

A.2.3 Screening Required Activities

A.2.3.1 The Contractor shall ensure all individuals arriving to the United States with a Class A, B1, and B3 status receive a tuberculin skin test (TST) or Blood Assay for Mycrobacterium Tuberculosis (BAMT) and symptom screen within ten (10) business days of notification of arrival.

A.2.3.2 The Contractor shall 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 immigrant medical evaluations within thirty (30) days of arrival.

A.2.3.3 The Contractor shall ensure LTBI screening via a TST or IGRA is offered to high risk New Americans arriving as refugees within thirty (30) days of arrival. The Contractor shall ensure testing is either provided by:

A.2.3.3.1 The Contractor providing; or

A.2.3.3.2 Working with the medical home of for New Americans.

A.2.3.4 The Contractor shall ensure others identified as high risk are provided with a screening test, as indicated.

A.2.3.5 The Contractor shall conduct an investigation on all TST or IGRA positive children less than five (5) years of age to identify source case.

A.2.3.6 The Contractor shall ensure all individuals who are close contacts and start LTBI treatment also receive recommendations for HIV testing.

A.2.3.7 The Contractor shall document a medical diagnosis for LTBI contacts within sixty (60) days of the start of treatment.

A.2.3.8 The Contractor shall report the diagnosis, ruled out or confirmed, for TB Infection positive contacts, to the IDPICSS.

A.3. Reporting Requirements for Active TB Cases

A.3.1 The Contractor shall submit the NH TB Investigation form (via fax) and a template for suspect active and active TB cases via email to the Infectious Disease Nurse Manager or designee within one (1) business day of initial report. Template

updates will be submitted to the Infectious Disease Nurse Manager or designee within one (1) week of changes in treatment regimen or changes in case status.

A.3.2 The Contractor shall submit the Report of Verified Case of TB (RVCT) within thirty (30) days of diagnosis.

A.3.3 The Contractor shall submit the Initial Drug Susceptibility Report, which is the RVCT follow-up report, within thirty (30) days of sensitivity results.

A.3.4 The Contractor shall submit the Completion Report, which is the second RVCT follow-up report, within thirty (30) days of discharge regardless of residence location.

A.3.5 The Contractor shall document any updated case information and notes into NHEDSS within twenty-four (24) business hours of the case visit.

A.4. Treatment and Monitoring Standards

A.4.1 The Contractor shall provide treatment and monitoring of treatment utilizing the guidance of the Centers for Disease Control and Prevention (CDC) and the ID-PICSS, which includes, but not is limited to:

A.4.1.1 Evaluating each patient and their environment to determine the most appropriate person(s) to provide DOT.

A.4.1.2 Providing the patient's medical provider with the current CDC and/or the American Thoracic Society Guidelines for baseline and ongoing laboratory testing, vision and hearing screening.

A.4.1.3 Arranging treatment for all eligible LTBI clients who have a Class A and Class B status upon arrival to the US and assure completion of treatment according to clinical guidelines.

A.4.1.4 Providing consultation to medical providers regarding treatment recommendation for all high-risk groups.

A.4.1.5 Provide recommendations for treatment to include the importance of adherence to treatment guidelines.

A.4.1.6 Ensuring telephone contact is made with the active or suspect active patients within twenty-four (24) hours of identification.

A.4.1.7 Conducting a face-to-face visit with the patient diagnosed with active or suspect active disease within three (3) business days of identification to provide counseling and assessment.

A.4.1.8 Monitoring treatment adherence and adverse reaction to treatment by conducting monthly visits, at a minimum, for patients with active disease and monthly phone calls for patients who are high-risk contacts diagnosed with LTBI until treatment is completed.

A.4.1.9 Document and report unusual symptoms and severe adverse drug reactions to the medical provider and the IDPICSS within twenty-four (24) hours of assessment.

A.4.2 The Contractor shall establish a plan for Directly Observed Therapy (DOT), which includes, but is not limited to:

A.4.2.1 Evaluating each patient and his/her environment to determine the most appropriate person(s) to provide DOT.

A.4.2.2 Considering use of electronic DOT (eDOT) for monitoring of treatment adherence.

A.4.2.3 Providing DOT education to that provider if staff providing DOT are not Contractor employees where DOT is the standard of care for all patients with TB.

A.4.2.4 Documenting DOT in the electronic patient record (NHEDSS), ensuring changes to variables are reviewed and updated regularly, which includes:

A.4.2.4.1 Drug;

A.4.2.4.2 Dose;

A.4.2.4.3 Route;

A.4.2.4.4 Frequency;

A.4.2.4.5 Duration; and

A.4.2.4.6 Observer name to allow providers to initial dates medications were taken.

A.4.2.5 Reporting non-adherence to treatment to the IDPICSS within three (3) days of discovering the non-adherence.

A.4.2.6 Reporting all active TB disease patients who are not placed on DOT to the IDPICSS within one (1) day of the decision to not place the individual on DOT.

A.4.2.7 Monitoring adherence of clients self-administering medications by contacting the patient every week and completing monthly, unannounced, in-person visits with clients to monitor pill counts and pharmacy refills.

A.4.3 Laboratory Monitoring

A.4.3.1 The Contractor shall provide laboratory monitoring on an individual basis based on the treatment regimen used and the patient's risk factors for adverse reactions. The Contractor shall:

A.4.3.1.1 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).

A.4.3.1.2 Collect specimens for smear positive infectious patients, if not done by the medical provider, every one-two weeks until three (3) negative smears or two (2) negative cultures are reported.

A.4.3.1.3 Report culture conversions not occurring within two (2) months of treatment initiation to the IDPICSS and medical provider with the appropriate treatment recommendation.

A.4.3.1.4 Notify the IDPICSS within one (1) day if susceptibility testing is not ordered on isolates sent to private labs.

A.4.3.1.5 Obtain susceptibility results from private labs to be forward to the IDPICSS.

A.4.3.1.6 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.

A.4.4 Isolation

A.4.4.1 The Contractor shall establish, monitor and discontinue isolation as required. The Contractor shall:

A.4.4.1.1 Monitor adherence to isolation through unannounced visits and telephone calls;

A.4.4.1.2 Report non-adherence to isolation immediately to the IDPICSS; and

A.4.4.1.3 When indicated, ensure that legal orders for isolation are issued from NH DHHS, DPHS and served by the local authority.

A.4.5 Contact Investigation Standards

A.4.5.1 The Contractor shall ensure contact investigations are initiated and completed and include:

A.4.5.1.1 Conducting the patient interview and beginning to identify contacts for infectious patients within three (3) business days of case report submission to the IDPICSS.

A.4.5.1.2 Prioritizing contact investigations based on current CDC guidelines, which may include smear positivity and host factors.

A.4.5.1.3 Ensuring contacts diagnosed with LTBI, who are eligible for treatment, start and complete treatment as recommended.

A.4.6 Services for All TB Clients

A.4.6.1 The Contractor shall provide patient teaching per IDPICSS Assessment and Education form.

A.4.6.2 The Contractor shall develop, implement and annually review a policy for the maintenance of confidential client records.

A.4.6.3 The Contractor shall obtain a signed release of information located within the NH TB Financial Assistance Documents for TB case management from each client receiving services.

A.4.6.4 The Contractor shall comply with all laws related to the protection of client confidentiality and management of medical records.

A.4.6.5 The Contractor shall document any updated case information and notes into NHEDSS within twenty-four (24) business hours.

A.4.7 NH Tuberculosis Financial Assistance (TBFA)

A.4.7.1 The Contractor shall follow all NH TBFA policies and procedures.

A.4.7.2 The Contractor shall submit completed applications to the NH TBFA Program within five (5) business days for eligibility review.

A.4.7.3 The Contractor shall ensure that assistance, which includes diagnostic and treatment services, is provided to individuals qualified for NH TBFA.

A.4.8 Additional Program Services

A.4.8.1 The Contractor shall participate in the weekly DPHS Outbreak Team meetings and present on active and ongoing TB disease case investigations.

A.4.8.2 The Contractor shall attend mandatory annual case reviews and chart audit when scheduled.

A.4.8.3 The Contractor shall maintain a trained and proficient workforce at all times and ensure that 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.

A.5. Performance Measures

A.5.1 Completion of Treatment

A.5.1.1 The Contractor shall ensure a minimum of 90% of clients with pulmonary TB complete treatment within twelve (12) months of documented treatment initiation.

A.5.1.2 The Contractor shall 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.

A.5.1.3 The Contractor shall ensure a minimum of 90% of clients with pulmonary TB complete treatment by Directly Observed Therapy (DOT) within twelve (12) months of treatment initiation.

A.5.2 Human Immunodeficiency Virus (HIV) Status

A.5.2.1 The Contractor shall ensure a minimum of 90% of newly reported persons with Active TB have a documented HIV test.

A.5.3 Contact Investigations

A.5.3.1 The Contractor shall ensure a minimum of 95% of close contacts be evaluated for LTBI or TB, which includes:

A.5.3.1.1 A visit by a public health nurse, or visit to a primary care provider;

A.5.3.1.2 The planting of a TST or drawing an IGRA;

A.5.3.1.3 A medical evaluation and chest x-ray, as indicated by provider; and

A.5.3.1.4 Collection of sputum(s) if the patient is symptomatic.

A.5.3.2 The Contractor shall ensure a minimum of 90% of infected close contacts complete treatment.



A.5.4 Evaluation of Immigrants and Refugees

A.5.4.1 The Contractor shall ensure a minimum of 90% of Class A and Class B arrivals to the US be evaluated for TB and LTBI within thirty (30) days of arrival notification, which includes:

A.5.4.1.1 A visit by a public health nurse, or visit to a primary care provider;

A.5.4.1.2 The planting of a TST or drawing an IGRA;

A.5.4.1.3 A medical evaluation and chest x-ray, as indicated by provider; and

A.5.4.1.4 Collection of sputum(s) if the patient is symptomatic.

A.5.4.2 The Contractor shall ensure a minimum of 90% of Class A and Class B arrivals to the US with LTBI complete treatment within twelve (12) months of initiation

Part B: Immunizations

B.1. Project Description

B.1.1 On behalf of the New Hampshire Department of Health and Human Services, Division of Public Health Services, BIDC, Immunization Section, the Contractor shall assist in increasing vaccination coverage of children, adolescents and adults by creating a strategy for improvement in the geographic area covered.

B.2. Required Immunization Activities and Deliverables

B.2.1 The Contractor shall increase the number of children, adolescents and adults who are vaccinated as recommended by the Advisory Committee on Immunization Practice (ACIP) and the Department by aligning the health care delivery system with community and public health services, which includes but is not limited to:

B.2.1.1 Coordinating with public and private medical offices to ensure all populations have access to immunization.

B.2.1.2 Developing promotional and educational campaigns to increase vaccine confidence and uptake of immunizations.

B.2.1.3 Administering vaccines available through the New Hampshire Immunization Program to uninsured individuals, while considering implementation of a system to capture reimbursement.

B.2.1.4 Increase the number of influenza immunization clinics in city schools.

B.2.1.5 Promote use of NH Immunization Information System (IIS) within the Contractor's organization and externally with other vaccine stakeholders.

B.2.1.6 Utilizing and leveraging data systems, including the NH IIS, to identify areas of low vaccination uptake in order to focus efforts to promote vaccination and reduce barriers to receipt of vaccination.

B.2.2 The Contractor shall assess provider offices to ensure the CDC and the Department standards are met and to ensure immunizations are provided as recommended by ACIP and the Department. The Contractor shall ensure:

Exhibit A – Amendment 3

B.2.2.1 Staff assigned to provider visits attend annual trainings offered by the Immunization Section.

B.2.2.2 A minimum of two (2) clinical staff attend th NH Immunization Conference and training required to maintain current knowledge of Vaccine for Children policies, childcare assessment strategies and technology.

B.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.

B.2.2.4 A report is submitted to the Immunization Section within seven (7) days of each visit.

B.2.2.5 Staff distribute vaccination education materials to medical providers, staff and patients, which include information relative to the benefits and risks of immunizations.

B.2.3 The Contractor shall work toward a 97% up-to-date vaccination rate for students enrolled in public schools

B.2.4 The Contractor shall 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.

B.3. Reporting Requirements

B.3.1 The Contractor shall submit a Quarterly Report within thirty (30) days of the quarter end that includes but is not limited to:

B.3.1.1 The number and percentage of uninsured children, adolescents and adults vaccinated at the primary clinic and at other venues.

B.3.1.2 Information on the interventions that were employed as a result of the needs assessment.

B.3.1.3 The number and percentage of children and/or adults vaccinated at school-based influenza clinics.

B.3.1.4 A detailed summary of educational and outreach materials distributed to childcare providers and other providers.

B.3.2 The Contractor shall submit an Annual Report at the end of each calendar year that includes but is not limited to:

B.3.2.1 The number and percentage of Contractor staff who conduct assessments who received annual training offered by the Immunization Section.

B.3.2.2 The number of staff who attended the NH Immunization Conference.

B.3.2.3 Information from the NH school survey reports to determine that children attending public school have up-to-date immunization coverage.

B.3.2.4 All assigned provider visits that were completed per CDC requirements and reported within seven (7) days of the visit.

B.3.2.5 The results, in detail, of the childcare visits to be submitted, as completed.

B.3.2.6 List of (ten) 10 childcare providers educated on using Immunization Section developed tools and guidelines in accordance with Part B, Subsection 2.4.

B.4. Performance Measures

B.4.1 The Contractor shall ensure a minimum of 97% of public school children are vaccinated with all required school vaccines.

B.4.2 The Contractor shall ensure seventy percent 70% of school-aged children are vaccinated against influenza as reported by the Immunization Information System, when available.

Part C: STD/HIV/HCV Clinical Services and HIV/HCV Priority Testing

C.1. Project Description

C.1.1 The Contractor shall provide Sexually Transmitted Disease (STD) Testing and Treatment, Human Immunodeficiency Virus (HIV) and Hepatitis C Virus (HCV) Counseling, Testing, and Referral and STD/HIV partner services support.

C.2. Required STD, HIV and HCV Activities and Deliverables

C.2.1 The Contractor shall provide clinical testing, outreach and educational services in the Greater Manchester Area to prevent and control Sexually Transmitted Diseases as well as Human Immunodeficiency Virus and Hepatitis C.

C.2.2 The Contractor shall provide STD testing and treatment in accordance with the Centers for Disease Control and Prevention (CDC) treatment guidelines for syphilis, gonorrhea and chlamydia to priority populations at increased risk of infections, as defined by the Department.

C.2.3 The Contractor shall provide the following STD/HIV/HCV Clinical Services that include, but are not limited to:

C.2.3.1 HIV and HCV counseling and referral services.

C.2.3.2 HIV testing utilizing rapid testing technology for those individuals who meet criteria in accordance with CDC treatment guidelines.

C.2.3.3 HCV testing utilizing rapid test technology for those who meet criteria in accordance with CDC treatment guidelines.

C.2.3.4 Submitting specimens to the NH Public Health Laboratories (NH PHL) for RNA testing for all individuals who test positive for HCV.

C.2.3.5 No-cost STD testing based on IDPICSS criteria.

C.2.4 The Contractor shall accept referrals from th Department for active or on-going TB disease investigation clients and offer HIV testing.

C.2.5 The Contractor shall update an annual reasonable fee scale for individuals who are not eligible for no-cost services based on IDPICSS criteria that includes itemized costs for an office visit and screening for HIV; HCV, syphilis, gonorrhea and/or chlamydia.

C.2.6 The Contractor shall update an annual protocol outlining how the Contractor will procure, store, dispense and track STD medication according to CDC guidelines.



Exhibit A – Amendment 3

C.2.7 The Contractor shall provide HIV/HCV Testing Activities that include, but are not limited to:

C.2.7.1 Providing voluntary confidential HIV Counseling, Testing and Referral Services utilizing rapid testing technology for those individuals who meet CDC treatment guidelines criteria to the priority populations identified as at increased risk of HIV infection, which include:

C.2.7.1.1 Sex and needle sharing partners of people living with HIV;

C.2.7.1.2 Men who have sex with men;

C.2.7.1.3 Black or Hispanic women;

C.2.7.1.4 Individuals who have ever shared needles;

C.2.7.1.5 Individuals who were ever incarcerated;

C.2.7.1.6 Contacts to a positive STD case and individuals who are symptomatic of a bacterial STD; and

C.2.7.1.7 Individuals who report trading sex for money, drugs, safety or housing.

C.2.7.2 Providing voluntary confidential HCV Counseling, Testing and Referral Services using rapid testing technology in accordance with CDC treatment guidelines to priority populations identified as at increased risk of HCV infection, which include:

C.2.7.2.1 Individuals who have ever shared needles or drug works for injection drug use;

C.2.7.2.2 Individuals who were ever incarcerated; and

C.2.7.2.3 Individuals born between 1945 and 1965.

C.2.7.3 Providing voluntary confidential STD testing and/or treatment based on criteria set forth by IDPICSS. The Contractor shall:

C.2.7.3.1 Submit all specimens that qualify for no-cost testing based on criteria set forth by DPHS to the NH PHL;

C.2.7.3.2 Ensure all clients with a positive STD test receive treatment based on current CDC STD Treatment Guidelines; and

C.2.7.3.3 Ensure all clients who present as a contact to a positive STD client are tested and provided treatment based on current CDC STD Treatment Guidelines.

C.2.7.4 Performing an annual internal review of the agency's recruitment plans that detail how the agency will access the priority populations identified above.

C.2.8 The Contractor shall provide follow-up for STD/HIV/HCV Clinical Services and HIV/HCV Targeted Testing activities, which include but are not limited to:

C.2.8.1 Notifying the IDPICSS of all HIV preliminary reactive rapid test results no later than 4:00 PM the following business day, in order to allow the IDPICSS to coordinate expedited confirmatory testing at the NH PHL.

C.2.8.2 Providing the IDPICSS with access to patients with positive diagnoses for the purpose of eliciting, identifying and locating information on sexual and/or needle sharing partners.

C.2.8.3 Assisting the IDPICSS in partner elicitation by interviewing patients with a presumed or definitive STD and/or HIV diagnosis. The Contractor shall ensure:

C.2.8.3.1 Interviews are conducted in accordance with the interview protocols developed by the CDC Partner Services Guidelines for each disease.

C.2.8.3.2 Information gathered, including electronic documentation, is provided to the IDPICSS no later than the next business day.

C.2.8.4 Ensuring that a minimum of one (1) Contractor staff member completes the CDC Passport to Partner Services training, as funded by the IDPICSS Capacity Building Contractor.

C.2.8.5 Providing assistance with STD/HIV investigations within the Contractor's service area and adhering to DPHS disease investigation standards for those investigations, in the event of an outbreak of STD/HIV.

C.2.8.6 Perform an annual review of protocols that outline processes of:

C.2.8.6.1 Referring HIV positive clients into medical care, which includes the steps taken to document a client has attended their first medical appointment with a HIV medical care provider.

C.2.8.6.2 Referring HCV antibody positive clients into medical care, which includes:

C.2.8.6.2.1 Specific steps taken for clients who test HCV antibody positive and receive RNA testing at time of antibody screening and how those who are confirmed RNA positive have documentation of attendance at their first medical appointment; and

C.2.8.6.2.2 Steps taken for clients who test HCV antibody positive and are not offered a RNA test on site, the steps taken to document the clie has been referred to an appropriate provider for RNA testing.

C.2.8.6.3 Risk screening to ensure services are being offered to the at-risk populations defined by the IDPICSS or supported by other funding sources.

C.2.8.6.4 How the Contractor will procure, store, dispense and tract STD medication according to CDC guidelines

C.2.8.7 Submitting specimens being sent to the NH PHL within seventy-two (72) hours of specimen collection.

C.2.9 HIV Testing Health Care Setting

C.2.9.1 The Contractor shall provide HIV counseling, testing and referral s in a geographic area of the State where the disease burden is greatest during set hours, as determined by the Department.

C.2.9.2 The Contractor shall provide HIV testing in conjunction with STD screening and treatment and HCV testing for individuals who meet the risk-based criteria. The Contractor shall:

C.2.9.2.1 Screen individuals at increased risk of infection and provide treatment; or

C.2.9.2.2 Provide linkage to specialty care to individuals who test positive for infection.

C.2.10 HIV Testing Non Health Care Setting

C.2.10.1 The Contractor shall provide targeted HIV and HCV counseling, testing and referral services to the populations most at risk for infection, which include:

C.2.10.1.1 Men who have sex with men; and

C.2.10.1.2 Injection drug users.

C.2.10.2 The Contractor shall provide services in settings, and at times, where the greatest number of at-risk individuals are available.

C.2.11 Additional Requirements for HIV/HCV/STD Activities:

C.2.11.1 The Contractor shall prioritize individuals referred as a result of partner services activities.

C.2.11.2 The Contractor shall utilize funding to procure and maintain the Contractor's rapid testing supplies.

C.2.11.3 The Contractor shall utilize DIS Workforce Development Funds to:

C.2.11.3.1 Conduct STD Disease Investigation based on CDC and DPHS guidance; and

C.2.11.3.2 Hire a minimum of one (1) FTE DIS who is dedicated to contact tracing, partner services and community outreach.

C.2.11.4 The Contractor shall be prepared to perform physical examinations and phlebotomy to collect specimens from clients, as needed, including those who have rapid reactive test result.

C.2.11.5 The Contractor shall send the collected blood specimens to the NH Public Health Laboratories to confirm infection. The Contractor shall:

C.2.11.5.1 Link the clients with confirmed HIV and HCV infections to medical care for services and treatment.

C.2.11.5.2 Work with the correctional facilities, as appropriate, to ensure incarcerated individuals with confirmed HIV and HCV infections have linkage to care available to them upon release.

C.3. Compliance and Reporting Requirements



Exhibit A – Amendment 3

C.3.1 The Contractor shall comply with the Department's DPHS security and confidentiality guidelines related to all Protected Hea Information (PHI).

C.3.2 The Contractor shall 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.

C.3.3 The Contractor shall refer to Exhibit K, DHHS Information Security Requirements, of this contract for secure transmission of data.

C.3.4 The Contractor shall identify the individual who:

C.3.4.1 Is the Contractor's single point of contact for STD/HIV/HCV Clinical Services;

C.3.4.2 Is responsible for accurate timely reporting; and

C.3.4.3 Is responsible for responding to the IDPICSS' inquiries.

C.3.5 The Contractor shall complete and submit all required documentation on appropriate forms supplied by the IDPICSS, which includes but is not limited to client visiting and testing data collection forms, within thirty (30) days of specimen collection for each client support through this agreement.

C.3.6 The Contractor shall maintain ongoing medical records that comply with the NH Bureau of Health Facility requirements for each client, ensuring availability to the Department upon request.

C.3.7 The Contractor shall review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

C.4. Numbers Served

C.4.1 The Contractor shall provide Healthcare STD/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.

C.4.2 The Contractor shall 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.

C.5. Performance Measures

C.5.1 The Contractor shall ensure 90% of non-reactive HIV rapid test results are returned to clients within twenty-four (24) hours of testing date.

C.5.2 The Contractor shall ensure 90% of reactive HIV rapid test results are returned to clients within twenty-four (24) hours of testing date.

C.5.3 The Contractor shall ensure 95% of newly identified, confirmed HIV positive test results are returned to clients within fourteen (14) days of confirmatory test date.

C.5.4 The Contractor shall ensure 95% of newly identified HIV positive cases referred to medical care attend their first medical appointment within thirty (30) days of receiving a positive test result.

C.5.5 The Contractor shall ensure 80% of individuals diagnosed with Chlamydia receive appropriate treatment within fourteen (14) days of specimen collection.

C.5.6 The Contractor shall ensure 80% of individuals diagnosed with Gonorrhea receive appropriate treatment within fourteen (14) days of specimen collection.

C.5.7 The Contractor shall ensure 80% of individuals diagnosed with Primary or Secondary Syphilis receive appropriate treatment within fourteen (14) days of specimen collection.

C.5.8 The Contractor shall ensure 90% of non-reactive HCV rapid test results are returned to clients within twenty-four (24) hours of testing date.

C.5.9 The Contractor shall ensure 90% of reactive HCV rapid test results are returned to clients within twenty-four (24) hours of testing date.

C.5.10 The Contractor shall ensure 95% of newly identified HCV antibody positive individuals who do not receive an RNA test at the time of antibody screening have a documented referral to medical care at that time.

C.5.11 The Contractor shall ensure 95% of newly identified, HCV RNA positive test results are returned to clients within fourteen (14) days of a positive RNA test result.

C.5.12 The Contractor shall ensure 95% of newly identified confirmed HCV positive cases referred to medical care attend their first medical appointment within thirty (30) days of receiving a positive test result.

Part D: Lead Poisoning Care Coordination and Case Management

D.1. Project Description

D.1.1 The Contractor shall provide Lead Poisoning Care Coordination and Case Management services to individuals on behalf of the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Public Health Protection, Healthy Homes and Environment Section, Healthy Homes and Lead Poisoning Prevention Program (HHLPPP).

D.1.2 The Contractor shall provide three (3) key services that include:

D.1.2.1 Parent notification letters;

D.1.2.2 Property owner notifications letters; and

D.1.2.3 Nurse case management services for children with elevated blood lead levels 5 micrograms per deciliter (mcg/dL) or higher.

D.2. Required Care Coordination and Case Management Activities

D.2.1 Care Coordination and Case Management Activities

D.2.1.1 The Contractor shall provide care coordination and nurse case management services for children 72 months of age or younger with elevated blood lead ≥3 mcg/dL who live in the City of Manchester, Auburn, Goffstown and Pinardville. The Contractor shall ensure services include:

D.2.1.1.1 Providing parent and property owner notifications;

D.2.1.1.2 Providing education; and

D.2.1.1.3 Providing case management services.

D.2.1.2 The Contactor shall participate in training coordinated by the Department's HHLPPP on the new CDC Healthy Homes and Lead Poisoning Surveillance System (HHLPSS) and when available, utilize the system for tracking and documenting all care coordination and case management activities.

D.2.1.3 The Contractor shall participate in quarterly Nurse Case Management meetings coordinated by the HHLPPP to:

D.2.1.3.1 Review protocols;

D.2.1.3.2 Review caseload:

D.2.1.3.3 Discuss logistics; and

D.2.1.3.4 Identify and remove barriers to successful case management.

D.2.1.4 The Contractor shall 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.

D.2.2 Parent Notification

D.2.2.1 The Contractor shall provide notification and education to all parents of children 72 months of age or younger with elevated blood lead levels 3 to 4.9 mcg/dL, in accordance with NH RSA 130-A:6-b Parent Notification, Lead Paint Poisoning Prevention and Control.

D.2.3 Property Owner Notification

D.2.3.1 The Contractor shall provide notification and education to owners of dwellings or dwelling units where children 72 months of age or younger reside and have elevated venous blood lead levels 3 to 4.9 mcg/dL, in accordance with NH RSA 130-A:6-a Property Owner Notification, Lead Paint Poisoning Prevention and Control.

D.2.4 Nurse Case Management

D.2.4.1 The Contractor shall provide Nurse Case Management services for children 72 months or younger with a confirmed elevated venous blood lead level ≥5.0 mcg/dL, in accordance with the HHLPPP 2019 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.

D.2.4.2 The Contractor shall 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.

D.2.4.3 The Contractor shall provide in-home or telephonic Nurse Case Management services in accordance with the 2019 Best Practices in

Lead Case Management for Public Health Nurses document for children with elevated blood lead levels ≥5.0 mcg/dL.

D.2.4.4 The Contractor shall ensure children with elevated blood lead levels ≥15 mcg/dL receive an in-home visit as part of their case management services.

D.2.4.5 The Contractor shall make a referral to the HHLPPP Environmentalist for an in-home investigation for children 72 months of age or younger within ten (10) business days of obtaining an elevated blood lead report.

D.2.4.6 The Contractor shall work with families of children 72 months of age or younger with elevated blood lead levels ≥5.0 mcg/dL to successfully link families to Women, Infant and Children's (WIC) Nutrition Program services.

D.2.4.7 The Contractor shall work with families of children 72 months of age or younger with elevated blood lead levels ≥5.0 mcg/dL to successfully link families to Early Intervention Services (EIS).

D.2.4.8 The Contractor shall report to the HHLPPP which families have been referred to WIC and EIS and which referrals were successfully linked to services.

D.2.5 Greater Manchester Public Health Region Lead Stakeholders Group

D.2.5.1 The Contractor shall participate in the Greater Manchester Public Health Region Lead Stakeholder meetings in order to:

D.2.5.1.1 Coordinate referrals with regional partners; and

D.2.5.1.2 Address healthy home and lead poisoning primary prevention.

D.3. Staffing

D.3.1 The Contractor shall notify the HHLPPP in writing within one (1) month of hire when a new administrator or 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.

D.3.2 The Contractor must notify the HHLPPP in writing if the position of public health nurse is vacant for more than one (1) month.

D.3.3 The Contractor shall notify the HHLPPP in writing if at any time the site funded under this agreement does not have adequate staffing to perform all required services for more than one (1) month.

D.4. Reporting Requirements

D.4.1 The Contractor shall 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:

D.4.1.1 The number of Parent Notification letters mailed;

D.4.1.2 The number of Property Owner Notification letters mailed;



Exhibit A – Amendment 3

D.4.1.3 The status of all individuals receiving Nurse Case Management services;

D.4.1.4 The number of cases that have been closed or discharged with reason included;

D.4.1.5 The number of Lead Stakeholder meetings attended;

D.4.1.6 The number of families referred to WIC nutrition services;

D.4.1.7 The number of families successfully linked to WIC nutrition services;

D.4.1.8 The number of families referred to EIS; and

D.4.1.9 The number of families successfully linking to EIS.

D.4.2 The Contractor shall ensure all PHI, 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 HHLPSS Surveillance system.

Exhibit B-4 Budget, Amendment #3

New Hampshire Department of Health and Human Services

Bidder Name: City of Manchester

Budget Request for: Immunization Program
(Name of RFP)

Budget Period: July 1, 2021 - June 30, 2022 (SFY 2022)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost (if)
1. Total Salary/Wages	$ 65,800.00	$ -	$ 65,800.00	
2. Employee Benefits	$ 20,192.00	$ -	$ 20,192.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ 2,500.00	$ -	$ 2,500.00	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 600.00	$ -	$ 600.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ 650.00	$ -	$ 650.00	
Medical	$ 5,000.00	$ -	$ 5,000.00	
Office	$ 300.00	$ -	$ 300.00	
6. Travel	$ 250.00	$ -	$ 250.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 250.00	$ -	$ 250.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	
11. Staff Education and Training	$ 1,400.00	$ -	$ 1,400.00	
12. Subcontracts/Agreements	$ 4,000.00	$ -	$ 4,000.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
Indirect expenses	$ -	$ 3,058.00	$ 3,058.00	
TOTAL	$ 101,942.00	$ 3,058.00	$ 105,000.00	
Indirect As A Percent of Direct		3.0%		

Exhibit B-4 Budget, Amendment #3

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

Bidder Name: City of Manchester

Budget Request for: HIV Prevention
(Name of RFP)

Budget Period: July 1, 2021 - June 30, 2022 (SFY 2022)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 53,433.00	$ -	$ 53,433.00	
2. Employee Benefits	$ 26,819.00	$ -	$ 26,819.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ 800.00	$ -	$ 800.00	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 500.00	$ -	$ 500.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 18,400.00	$ -	$ 18,400.00	
Office	$ 500.00	$ -	$ 500.00	
6. Travel	$ 400.00	$ -	$ 400.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 1,500.00	$ -	$ 1,500.00	
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	
12. Subcontracts/Agreements	$ 4,000.00	$ -	$ 4,000.00	
13. Other (specific details mandatory):	$ 1,100.00	$ -	$ 1,100.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
indirect expenses	$ -	$ 3,248.00	$ 3,248.00	
TOTAL	$ 108,252.00	$ 3,248.00	$ 111,500.00	

Indirect As A Percent of Direct 3.0%

Exhibit B-4 Budget, Amendment #3

New Hampshire Department of Health and Human Services

Bidder Name: City of Manchester

Budget Request for: STD Prevention
(Name of RFP)

Budget Period: July 1, 2021 - June 30, 2022 (SFY 2022)

Line Item	(a) Direct Incremental	(b) Indirect Fixed	(c) Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages				
2. Employee Benefits				
3. Consultants	$ 15,210.00	$ -	$ 15,210.00	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy				
Medical	$ 297.00	$ -	$ 297.00	
Office	$ -	$ -	$ -	
6. Travel	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ 27.00	$ -	$ 27.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
Indirect expenses	$ -	$ 466.00	$ 466.00	
TOTAL	$ 15,534.00	$ 466.00	$ 16,000.00	
Indirect As A Percent of Direct		3.0%		

Exhibit B-4 Budget, Amendment #3

New Hampshire Department of Health and Human Services

Bidder Name: City of Manchester

Budget Request for: Tuberculosis Control
(Name of RFP)

Budget Period: July 1, 2021 - June 30, 2022 (SFY 2022)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 25,327.00	$ -	$ 25,327.00	
2. Employee Benefits	$ 2,554.00	$ -	$ 2,554.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 100.00	$ -	$ 100.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 1,000.00	$ -	$ 1,000.00	
Office	$ 100.00	$ -	$ 100.00	
6. Travel	$ 500.00	$ -	$ 500.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ 100.00	$ -	$ 100.00	
12. Subcontracts/Agreements	$ 4,300.00	$ -	$ 4,300.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
Indirect expenses	$ -	$ 1,019.00	$ 1,019.00	
TOTAL	$ 33,981.00	$ 1,019.00	$ 35,000.00	
Indirect As A Percent of Direct		3.0%		

Exhibit B-4 Budget - Amendment #3

New Hampshire Department of Health and Human Services

Bidder Name: City of Manchester

Budget Request for: Lead Poisoning Care Coordination & Case Management
(Name of RFP)

Budget Period: July 1, 2021 - June 30, 2022 (SFY 2022)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 32,264.00	$ -	$ 32,264.00	
2. Employee Benefits	$ 4,631.00	$ -	$ 4,631.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 1,200.00	$ -	$ 1,200.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ 120.00	$ -	$ 120.00	
6. Travel	$ 100.00	$ -	$ 100.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ 120.00	$ -	$ 120.00	
12. Subcontracts/Agreements	$ 400.00	$ -	$ 400.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
indirect expenses	$ -	$ 1,165.00	$ 1,165.00	
TOTAL	$ 38,835.00	$ 1,165.00	$ 40,000.00	
Indirect As A Percent of Direct		3.0%		

Exhibit B-4 Budget, Amendment #3

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

Bidder Name: City of Manchester

Budget Request for: STD Workforce Development
(Name of RFP)

Budget Period: July 1, 2021 - June 30, 2022 (SFY 22)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 70,598.00	$ -	$ 70,598.00	
2. Employee Benefits	$ 51,170.00	$ -	$ 51,170.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ 12,000.00	$ -	$ 12,000.00	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 5,000.00	$ -	$ 5,000.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 15,000.00	$ -	$ 15,000.00	
Office	$ 8,000.00	$ -	$ 8,000.00	
6. Travel	$ 13,428.00	$ -	$ 13,428.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 20,000.00	$ -	$ 20,000.00	
11. Staff Education and Training	$ 15,000.00	$ -	$ 15,000.00	
12. Subcontracts/Agreements	$ 5,000.00	$ -	$ 5,000.00	
13. Other - testing incentives:	$ 2,250.00	$ -	$ 2,250.00	
13. Other - client transportation:	$ 1,000.00	$ -	$ 1,000.00	
		$ -	$ -	
indirect expenses	$ -	$ 6,554.00	$ 6,554.00	
TOTAL	$ 218,446.00	$ 6,554.00	$ 225,000.00	

Indirect As A Percent of Direct 3.0%

Exhibit B-5 Budget, Amendment #3

New Hampshire Department of Health and Human Services

Bidder Name: City of Manchester

Budget Request for: Immunization Program
(Name of RFP)

Budget Period: July 1, 2022 - June 30, 2023 (SFY 2023)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 65,800.00	$ -	$ 65,800.00	
2. Employee Benefits	$ 12,129.00	$ -	$ 12,129.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ 650.00	$ -	$ 650.00	
Medical	$ 4,000.00	$ -	$ 4,000.00	
Office	$ 300.00	$ -	$ 300.00	
6. Travel	$ 250.00	$ -	$ 250.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 250.00	$ -	$ 250.00	
11. Staff Education and Training	$ 300.00	$ -	$ 300.00	
12. Subcontracts/Agreements	$ 3,700.00	$ -	$ 3,700.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
Indirect expenses	$ -	$ 2,621.00	$ 2,621.00	
TOTAL	$ 87,379.00	$ 2,621.00	$ 90,000.00	
Indirect As A Percent of Direct		3.0%		

Exhibit B-5 Budget, Amendment #3

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

Bidder Name: City of Manchester

Budget Request for: HIV Prevention
(Name of RFP)

Budget Period: July 1, 2022 - June 30, 2023 (SFY 2023)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 53,433.00	$ -	$ 53,433.00	
2. Employee Benefits	$ 26,897.00	$ -	$ 26,897.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ 670.00	$ -	$ 670.00	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 750.00	$ -	$ 750.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 19,900.00	$ -	$ 19,900.00	
Office	$ 500.00	$ -	$ 500.00	
6. Travel	$ 400.00	$ -	$ 400.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 2,000.00	$ -	$ 2,000.00	
11. Staff Education and Training	$ 2,000.00	$ -	$ 2,000.00	
12. Subcontracts/Agreements	$ 4,000.00	$ -	$ 4,000.00	
13. Other (specific details mandatory):	$ 1,100.00	$ -	$ 1,100.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
indirect expenses	$ -	$ 3,350.00	$ 3,350.00	
TOTAL	$ 111,650.00	$ 3,350.00	$ 116,000.00	

Indirect As A Percent of Direct 3.0%

Contractor Initials JC
Date 2/9/21

Exhibit B-5 Budget, Amendment #3

New Hampshire Department of Health and Human Services

Bidder Name: City of Manchester

Budget Request for: STD Prevention
(Name of RFP)

Budget Period: July 1, 2022 - June 30, 2023 (SFY 2023)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ -	$ -	$ -	
2. Employee Benefits	$ -	$ -	$ -	
3. Consultants	$ 15,210.00	$ -	$ 15,210.00	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 324.00	$ -	$ 324.00	
Office	$ -	$ -	$ -	
6. Travel	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
indirect expenses	$ -	$ 466.00	$ 466.00	
TOTAL	$ 15,534.00	$ 466.00	$ 16,000.00	

Indirect As A Percent of Direct 3.0%

Contractor Initials

Date 8/19/21

Exhibit B-5 Budget, Amendment #3

New Hampshire Department of Health and Human Services

Bidder Name: City of Manchester

Budget Request for: Tuberculosis Control
(Name of RFP)

Budget Period: July 1, 2022 - June 30, 2023 (SFY 2023)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 25,327.00	$ -	$ 25,327.00	
2. Employee Benefits	$ 2,554.00	$ -	$ 2,554.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 100.00	$ -	$ 100.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 1,000.00	$ -	$ 1,000.00	
Office	$ 100.00	$ -	$ 100.00	
6. Travel	$ 500.00	$ -	$ 500.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ 100.00	$ -	$ 100.00	
12. Subcontracts/Agreements	$ 4,300.00	$ -	$ 4,300.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
Indirect expenses	$ -	$ 1,019.00	$ 1,019.00	
TOTAL	$ 33,981.00	$ 1,019.00	$ 35,000.00	
Indirect As A Percent of Direct		3.0%		

Exhibit B-5 Budget - Amendment #3

New Hampshire Department of Health and Human Services

Bidder Name: City of Manchester

Budget Request for: Lead Poisoning Care Coordination & Case Management
(Name of RFP)

Budget Period: July 1, 2022 - June 30, 2023 (SFY 2023)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 32,264.00	$ -	$ 32,264.00	
2. Employee Benefits	$ 4,431.00	$ -	$ 4,431.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 1,200.00	$ -	$ 1,200.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ 120.00	$ -	$ 120.00	
6. Travel	$ 100.00	$ -	$ 100.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 200.00	$ -	$ 200.00	
11. Staff Education and Training	$ 120.00	$ -	$ 120.00	
12. Subcontracts/Agreements	$ 400.00	$ -	$ 400.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
Indirect expenses	$ -	$ 1,165.00	$ 1,165.00	
TOTAL	$ 38,835.00	$ 1,165.00	$ 40,000.00	
Indirect As A Percent of Direct		3.0%		

Exhibit B-5 Budget, Amendment #3

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

Bidder Name: City of Manchester

Budget Request for: STD Workforce Development
(Name of RFP)

Budget Period: July 1, 2022 - June 30, 2023 (SFY 23)

Line Item	Direct Incremental	Indirect / Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 72,653.00	$ -	$ 72,653.00	
2. Employee Benefits	$ 51,978.00	$ -	$ 51,978.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 5,500.00	$ -	$ 5,500.00	
Office	$ 500.00	$ -	$ 500.00	
6. Travel	$ 2,000.00	$ -	$ 2,000.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 5,000.00	$ -	$ 5,000.00	
11. Staff Education and Training	$ 2,000.00	$ -	$ 2,000.00	
12. Subcontracts/Agreements	$ 4,000.00	$ -	$ 4,000.00	
13. Other - testing incentives:	$ 1,500.00	$ -	$ 1,500.00	
13. Other - client transportation:	$ 500.00	$ -	$ 500.00	
	$ -	$ -	$ -	
indirect expenses	$ -	$ 4,369.00	$ 4,369.	
TOTAL	$ 145,631.00	$ 4,369.00	$ 150,000.00	

Indirect As A Percent of Direct 3.0%

Exhibit B-6 Budget, Amendment #3

New Hampshire Department of Health and Human Services

Bidder Name: City of Manchester

Budget Request for: Immunization Program
(Name of RFP)

Budget Period: July 1, 2023 - December 31, 2023 (SFY 2024)

Line Item	Direct Incremental	Indirect Fixed	Allocation Method for Indirect/Fixed Cost (A-V)
1. Total Salary/Wages	$ 32,900.00	$ -	$ 32,900.00
2. Employee Benefits	$ 5,639.00	$ -	$ 5,639.00
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Lab	$ -	$ -	$ -
Pharmacy	$ 650.00	$ -	$ 650.00
Medical	$ 2,000.00	$ -	$ 2,000.00
Office	$ 150.00	$ -	$ 150.00
6. Travel	$ 150.00	$ -	$ 150.00
7. Occupancy	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Postage	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -
Insurance	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -
9. Software	$ -	$ -	$ -
10. Marketing/Communications	$ 100.00	$ -	$ 100.00
11. Staff Education and Training	$ 300.00	$ -	$ 300.00
12. Subcontracts/Agreements	$ 1,800.00	$ -	$ 1,800.00
13. Other (specific details mandatory):	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
indirect expenses	$ -	$ 1,311.00	$ 1,311.00
TOTAL	$ 43,689.00	$ 1,311.00	$ 45,000.00
Indirect As A Percent of Direct		3.0%	

Contractor Initials JL

Date 2/9/21

Exhibit B-6 Budget, Amendment #3

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

Bidder Name: City of Manchester

Budget Request for: HIV Prevention
(Name of RFP)

Budget Period: July 1, 2023 - December 31, 2023 (SFY 2024)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 26,725.00	$ -	$ 26,725.00	
2. Employee Benefits	$ 13,450.00	$ -	$ 13,450.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 200.00	$ -	$ 200.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 10,425.00	$ -	$ 10,425.00	
Office	$ 250.00	$ -	$ 250.00	
6. Travel	$ 200.00	$ -	$ 200.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 1,000.00	$ -	$ 1,000.00	
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	
12. Subcontracts/Agreements	$ 2,000.00	$ -	$ 2,000.00	
13. Other (specific details mandatory):	$ 575.00	$ -	$ 575.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
indirect expenses	$ -	$ 1,675.00	$ 1,675.00	
TOTAL	$ 55,825.00	$ 1,675.00	$ 67,500.00	

Indirect As A Percent of Direct 3.0%

Contractor Initials: [illegible]
Date: 12/9/21

Exhibit B-6 Budget, Amendment #3

New Hampshire Department of Health and Human Services

Bidder Name: City of Manchester

Budget Request for: STD Prevention
(Name of RFP)

Budget Period: July 1, 2023 - December 31, 2023 (SFY 2024)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ -	$ -	$ -	
2. Employee Benefits	$ -	$ -	$ -	
3. Consultants	$ 7,605.00	$ -	$ 7,605.00	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 162.00	$ -	$ 162.00	
Office	$ -	$ -	$ -	
6. Travel	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
indirect expenses	$ -	$ 233.00	$ 233.00	
TOTAL	$ 7,767.00	$ 233.00	$ 8,000.00	

Indirect As A Percent of Direct 3.0%

Exhibit B-6 Budget, Amendment #3

New Hampshire Department of Health and Human Services

Bidder Name: City of Manchester

Budget Request for: Tuberculosis Control
(Name of RFP)

Budget Period: July 1, 2023 - December 31, 2023 (SFY 2024)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 12,664.00	$ -	$ 12,664.00	
2. Employee Benefits	$ 1,276.00	$ -	$ 1,276.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 50.00	$ -	$ 50.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 500.00	$ -	$ 500.00	
Office	$ 100.00	$ -	$ 100.00	
6. Travel	$ 200.00	$ -	$ 200.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ 50.00	$ -	$ 50.00	
12. Subcontracts/Agreements	$ 2,150.00	$ -	$ 2,150.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
Indirect expenses	$ -	$ 510.00	$ 510.00	
TOTAL	$ 16,990.00	$ 510.00	$ 17,500.00	
Indirect As A Percent of Direct		3.0%		

Exhibit B-6 Budget - Amendment #3

New Hampshire Department of Health and Human Services

Bidder Name: City of Manchester

Budget Request for: Lead Poisoning Care Coordination & Case Management
(Name of RFP)

Budget Period: July 1, 2023 - December 31, 2023 (SFY 2024)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 16,132.00	$ -	$ 16,132.00	
2. Employee Benefits	$ 2,215.00	$ -	$ 2,215.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 600.00	$ -	$ 600.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ 80.00	$ -	$ 80.00	
6. Travel	$ 50.00	$ -	$ 50.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 80.00	$ -	$ 80.00	
11. Staff Education and Training	$ 60.00	$ -	$ 60.00	
12. Subcontracts/Agreements	$ 200.00	$ -	$ 200.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ 583.00	$ 583.00	
TOTAL	$ 19,417.00	$ 583.00	$ 20,000.00	
Indirect As A Percent of Direct		3.0%		

Contractor Initials

Date 2/9/21

Exhibit B-6 Budget, Amendment #3

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

Bidder Name: City of Manchester

Budget Request for: STD Workforce Development
(Name of RFP)

Budget Period: July 1, 2023 - December 31, 2023 (SFY 24)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Costs
1. Total Salary/Wages	$ 34,559.00	$ -	$ 34,559.00	
2. Employee Benefits	$ 26,406.00	$ -	$ 26,406.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 2,000.00	$ -	$ 2,000.00	
Office	$ 100.00	$ -	$ 100.00	
6. Travel	$ 1,000.00	$ -	$ 1,000.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 2,500.00	$ -	$ 2,500.00	
11. Staff Education and Training	$ 1,000.00	$ -	$ 1,000.00	
12. Subcontracts/Agreements	$ 4,000.00	$ -	$ 4,000.00	
13. Other- testing incentives:	$ 750.00	$ -	$ 750.00	
13. Other- client transportation:	$ 500.00	$ -	$ 500.00	
	$ -	$ -	$ -	
indirect expenses	$ -	$ 2,185.00	$ 2,185.00	
TOTAL	$ 72,815.00	$ 2,185.00	$ 75,000.00	

Indirect As A Percent of Direct 3.0%

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
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June 11, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing **Sole Source** agreement with the vendor listed in bold below, for infectious disease and lead poisoning testing, public health investigation, case management as well as outreach and education services, by exercising a contract renewal option by increasing the total price limitation by $583,500 from $961,955 to $1,545,455 and by extending the completion date from June 30, 2020 to December 31, 2021 effective upon Governor and Council approval. 58% Federal Funds. 32% General Funds. 10% Other Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
City of Nashua, Division of Public Health and Community Services	177441-B011	Greater Nashua Area	$415,800	$0	$415,800	O: 8/22/18 Item #7
Manchester Health Department	**177433-B009**	**Greater Manchester Area**	**$546,155**	**$583,500**	**$1,129,655**	**O: 8/22/18 Item #7 A1: 12/19/18 Item #15**
		Total:	**$961,955**	**$583,500**	**$1,545,455**	

Funds are available in the following accounts for State Fiscal Year 2021 and are anticipated to be available in State Fiscal Year 2022, 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 contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. The Manchester Health Department and the City of Nashua, Division of Public Health and Community Services, are the only local municipal public health entities with the legal authority and infrastructure necessary to provide disease surveillance and investigation, mitigate public health hazards; and enforce applicable laws and regulations in the Greater Manchester and Greater Nashua areas.

The purpose of this request is to continue limiting the spread of infectious diseases including tuberculosis, human immunodeficiency virus (HIV), sexually transmitted diseases (STD), hepatitis C Virus (HCV) as well as vaccine-preventable diseases, such as pertussis. This request represents one (1) of the two (2) requests to be submitted for Governor and Council approval. The Department intends to submit the second contract to the Governor and Executive Council for approval at a later date to be determined upon receiving the vendor's executed contract documents.

From July 1, 2020 to December 31, 2021, an estimated two hundred fifty (250) individuals will be served in the Greater Manchester Area through STD/HIV/HCV clinical services and prioritized HIV/HCV testing. In addition, two hundred (200) children will be served through lead case management services in the Greater Manchester Area.

The Contractor provides services through effective partnerships with community and local health care systems for the purposes of:

- Increasing immunization rates among children, adolescents and adults; and
- Detecting, treating and preventing the spread of infectious diseases.

Additionally, the contractor will provide community based lead poisoning case management services to ensure children receive timely monitoring of their blood lead levels, treatment coordination, referrals, data collection as well as health information and counseling on how to maintain lead-safe housing.

The Manchester Health Department will also assist with prevention activities including technical assistance to families and property owners to create and maintain lead-safe housing.

The Greater Manchester and Greater Nashua Areas are designated as the highest-risk areas in the State due to the increased prevalence of risk factors for lead poisoning that include age of house, children on Medicaid and children living in poverty. Community based childhood lead poisoning case management helps to ensure that any child with an elevated blood lead screening or positive test result receives timely, appropriate, comprehensive and coordinated medical and environmental follow-up, resulting in decreased blood lead levels.

Elevated blood lead levels can accumulate in the body over months or years of exposure. This accumulation can have a number of adverse effects on children. Low-level lead exposures less than 5 µg/dL can negatively impact children's attention span, executive functions, visual-spatial skills, speech, language, as well as fine and gross motor skills, which can result in increased impulsivity and aggression in children.

The Department will monitor contracted services using the following performance measures:

- Ninety percent (90%) of non-reactive HIV rapid test results are returned to clients within twenty-four (24) hours of testing date.
- Ninety percent (90%) of reactive HIV rapid tests results are returned to clients within twenty-four (24) hours of testing date.
- Ninety-five percent (95%) of newly identified, confirmed HIV positive test results are returned to clients within fourteen (14) days of confirmatory test date.
- Ninety-five percent (95%) of newly identified HIV positive cases referred to medical care attend their first medical appointment within thirty (30) days of receiving a positive test result.
- Eighty percent (80%) of individuals diagnosed with Chlamydia receive appropriate treatment within fourteen (14) days of specimen collection.
- Eighty percent (80%) of individuals diagnosed with Gonorrhea receive appropriate treatment within fourteen (14) days of specimen collection.
- Eighty percent (80%) of individuals diagnosed with Primary or Secondary Syphilis receive appropriate treatment within fourteen (14) days of specimen collection.
- Ninety percent (90%) of non-reactive HCV rapid tests results are returned to clients within twenty-four (24) hours of testing date.
- Ninety percent (90%) of reactive HCV rapid test results are returned to clients within twenty-four (24) hours of testing date.
- Ninety-five percent (95%) of newly identified HCV antibody positive individuals who do not receive an RNA test at the time of antibody screening have a documented referral to medical care at that time.
- Ninety five percent (95%) of newly identified, HCV RNA positive test results are returned to clients within fourteen (14) days of a positive RNA test result.
- Ninety five (95%) of newly identified confirmed HCV positive cases referred to medical care attend their first medical appointment within thirty (30) days of receiving a positive test result.
- One hundred percent (100%) of children 72 months of age and younger with elevated blood lead levels above the action limit receive case management services.
- One hundred percent (100%) of parents and/or guardians of children 72 months of age and younger with elevated blood lead levels above the action limit receive notification letters that include education and outreach services.
- One hundred percent (100%) of property owners identified where children 72 months of age and younger with elevated blood lead level between 3 µg/dL and the action limit reside receive notification letters that include education and outreach services.

As referenced in Exhibit C-1 Revisions to General Provisions of the original contract, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for eighteen (18) months of the two (2) years available.

Should the Governor and Council not authorize this request, critical public health activities may not be completed in a timely manner, which could lead to an increased number of infectious disease related cases Statewide. In addition, approximately two hundred (200) children residing in the Greater Manchester Area, seventy-two (72) months of age and younger with elevated blood lead levels may not receive lead poisoning case management services.

Area served:

- Statewide Infectious Disease Prevention Services.
- Greater Manchester Area Lead Case Management Services.

Source of Funds: CFDA #93.268, FAIN H23IP922595; CFDA #93.940, FAIN U62PS924538; CFDA #93.997, FAIN H25PS005159 and CFDA #93.197, FAIN UE3EH001408; General Funds and Other Lead Revolving Funds.

Respectfully submitted,

for Lori A. Shibinette
Commissioner

Infectious Disease Prevention Services Contracts
SS-2019-DPHS-01-INFEC
Fiscal Detail Sheet

City of Nashua, Division of Public Health and Community Services - Vendor #177441-B011:

05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90023317	$45,000	$0	$45,000
2019	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
2020	102-500731	Contracts for Program Services	90023317	$45,000	$0	$45,000
2020	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
2021	102-500731	Contracts for Program Services	90023011	$0	$0	$0
2022	102-500731	Contracts for Program Services	90023011	$0	$0	$0
			Subtotal:	*$130,000*	*$0*	*$130,000*

05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION 83% Federal Funds, 17% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90024000	$80,000	$0	$80,000
2019	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
2020	102-500731	Contracts for Program Services	90024000	$80,000	$0	$80,000
2020	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
2021	102-500731	Contracts for Program Services	90024000	$0	$0	$0
2022	102-500731	Contracts for Program Services	90024000	$0	$0	$0
			Subtotal:	*$190,800*	*$0*	*$190,800*

05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL 100% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2019	547-500394	Disease Control Emergencies	90027026	$25,000	$0	$25,000
2020	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2021	102-500731	Contracts for Program Services	90020006	$0	$0	$0
2022	102-500731	Contracts for Program Services	90020006	$0	$0	$0
			Subtotal:	*$95,000*	*$0*	*$95,000*

05-95-90-901510-56980000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, LEAD POISONING PREVENTION FUND 100% Other Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2021	102-500731	Contracts for Program Services	90037002	$0	$0	$0
2022	102-500731	Contracts for Program Services	90037002	$0	$0	$0
			Subtotal:	*$0*	*$0*	*$0*
			TOTAL:	**$415,800**	**$0**	**$415,800**

Manchester Health Department - Vendor #177433-B009:

05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90023317	$46,049	$0	$46,049
2019	102-500731	Contracts for Program Services	90023010	$23,951	$0	$23,951
2019	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
2020	102-500731	Contracts for Program Services	90023317	$46,049	$0	$46,049
2020	102-500731	Contracts for Program Services	90023010	$23,951	$0	$23,951
2020	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000

2021	102-500731	Contracts for Program Services	90023011	$0	$29,700	$29,700
2021	102-500731	Contracts for Program Services	90023320	$0	$60,300	$60,300
2022	102-500731	Contracts for Program Services	90023011	$0	$14,850	$14,850
2022	102-500731	Contracts for Program Services	90023320	$0	$30,150	$30,150
			Subtotal:	*$180,000*	*$135,000*	*$315,000*

05-95-90-902510-50930000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, ADULT IMMUNIZATION 100% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90023330	$22,855	$0	$22,855
			Subtotal:	*$22,855*	*$0*	*$22,855*

05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION 72% Federal Funds, 28% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90024000	$87,500	$0	$87,500
2019	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
2020	102-500731	Contracts for Program Services	90024000	$80,000	$0	$80,000
2020	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
2021	102-500731	Contracts for Program Services	90024000	$0	$108,000	$108,000
2021	102-500731	Contracts for Program Services	90025000	$0	$16,000	$16,000
2021	102-500731	Contracts for Program Services	90025002	$0	$100,000	$100,000
2022	102-500731	Contracts for Program Services	90024000	$0	$54,000	$54,000
2022	102-500731	Contracts for Program Services	90025000	$0	$8,000	$8,000
2022	102-500731	Contracts for Program Services	90025002	$0	$50,000	$50,000
			Subtotal:	*$198,300*	*$336,000*	*$534,300*

05-95-90-902510-70390000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, PUBLIC HEALTH CRISIS RESPONSE 100% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90703900	$40,000	$0	$40,000
			Subtotal:	*$40,000*	*$0*	*$40,000*

05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL 100% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2019	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2019	547-500394	Disease Control Emergencies	TBD	$35,000	$0	$35,000
2020	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2021	102-500731	Contracts for Program Services	90020006	$0	$35,000	$35,000
2022	102-500731	Contracts for Program Services	90020006	$0	$17,500	$17,500
			Subtotal:	*$105,000*	*$52,500*	*$157,500*

05-95-90-901510-79640000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, LEAD PREVENTION 100% Federal Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased/ (Decreased) Budget Amount	Modified Budget Amount
2021	102-500731	Contracts for Program Services	90036000	$0	$40,000	$40,000
2022	102-500731	Contracts for Program Services	90036000	$0	$20,000	$20,000
			Subtotal:	*$0*	*$60,000*	*$60,000*
			TOTAL:	**$546,155**	**$583,500**	**$1,129,655**
			GRAND TOTAL:	**$961,955**	**$583,500**	**$1,545,455**

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Infectious Disease Prevention Services Contract

This 2nd Amendment to the Infectious Disease Prevention Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the Manchester Health Department (hereinafter referred to as "the Contractor"), a municipality with a place of business at 1528 Elm Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 22, 2018 (Item #7), as Amended on December 19, 2018 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,129,655.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Modify Exhibit A, Scope of Services; Section 1, Provisions Application to all Services, by deleting Subsection 1.4 in its entirety.

6. Modify Exhibit A, Scope of Services, Part C: STD/HIV/HCV Clinical Services and HIV/HCV Priority Testing; Section 12. Required STD, HIV and HCV Activities and Deliverables; Subsection 12.1 by adding Parts 12.1.2 and 12.1.3 as follows:

   12.1.2 The Contractor shall provide clinical testing, outreach and educational services in the Greater Manchester Area to prevent and control Sexually Transmitted Diseases as well as Human Immunodeficiency Virus and Hepatitis C.

   12.1.3. The Contractor shall provide STD testing and treatment in accordance with the Centers for Disease Control and Prevention (CDC) treatment guidelines for syphilis, gonorrhea and chlamydia to priority populations at increased risk of infections, as defined by the Department.

7. Exhibit A, Scope of Services, Part C: STD/HIV/HCV Clinical Services; Section 12. Required STD, HIV and HCV Activities and Deliverables; Subsection 12.2; Paragraph 12.2.2 to read:

   12.2.2. HIV testing utilizing rapid testing technology for those individuals who meet criteria in accordance with CDC treatment guidelines.

8. Exhibit A, Scope of Services, Part C: STD/HIV/HCV Clinical Services; Section 12. Required STD, HIV and HCV Activities and Deliverables; Subsection 12.3, Paragraph12.3.1, to read:

   12.3.1 Voluntary confidential HIV Counseling, Testing and Referral Services utilizing rapid testing technology for those individuals who meet criteria in accordance with CDC treatment guidelines, to the following priority populations identified to be at increased risk of HIV infection:

   12.3.1.1 Sex and needle sharing partners of people living with HIV;
   12.3.1.2 Men who have sex with men;
   12.3.1.3 Black or Hispanic women;
   12.3.1.4 Individuals who have ever shared needles;
   12.3.1.5 Individuals who were ever incarcerated;
   12.3.1.6 Contacts to a positive STD case and those who are symptomatic of a bacterial STD; and
   12.3.1.7 Individuals who report trading sex for money, drugs, safety or housing.

9. Modify Exhibit A, Scope of Services, Part C: STD/HIV/HCV Clinical Services; Section 12. Required STD, HIV and HCV Activities and Deliverables; by adding Subsection 12.5 as follows:

   12.5. HIV Testing Health Care Setting:

   12.5.1. The Contractor shall provide HIV counseling, testing and referral services in a geographic area of the State where the disease burden is greatest and during set hours, as determined by the Department.

   12.5.2. The Contractor shall provide HIV testing in conjunction with STD screening and treatment and HCV testing for individuals who meet the risk-based criteria, which shall be accomplished by screening individuals at increased risk of infection and treating or providing linkage to specialty care to individuals who test positive for infection.

10. Modify Exhibit A, Scope of Services, Part C: STD/HIV/HCV Clinical Services; Section 12. Required STD, HIV and HCV Activities and Deliverables; by adding Subsection 12.6 as follows:

    12.6. HIV Testing Non Health Care Setting:

    12.6.1. The Contractor shall provide targeted HIV and HCV counseling, testing and referral services to the populations most at risk for infection, which include:

    12.6.1.1. Men who have sex with men; and

    12.6.1.2. Injection drug users.

    12.6.2. The Contractor shall provide services in settings, and at times, where the greatest number of at-risk individuals are available.

11. Modify Exhibit A, Scope of Services, Part C: STD/HIV/HCV Clinical Services; Section 12. Required STD, HIV and HCV Activities and Deliverables; by adding Subsection 12.7 as follows:

12.7 Additional Requirements for HIV/HCV/STD Activities:

12.7.1 The Contractor shall prioritize individuals referred as a result of partner services activities.

12.7.2. The Contractor shall not use Federal funds to procure STD treatment medications.

12.7.3. The Contractor shall utilize funding to procure and maintain the Contractor's rapid testing supplies.

12.7.4. The Contractor shall be prepared to perform physical examinations and phlebotomy to collect specimens from clients, as needed, including those who have rapid reactive test result. The Contractor shall send collected blood specimens to the NH Public Health Laboratories to confirm infection. The Contractor shall:

12.7.4.1. Link the clients with confirmed HIV and HCV infections to medical care for services and treatment.

12.7.4.2. Work with the correctional facility, as appropriate, to ensure incarcerated individuals with confirmed HIV and HCV infections have linkage to care available upon discharge.

12.7.5. The Contractor shall not expend more than five percent (5%) of the total STD federal funding awarded in this Contract for HCV-alone activities, inclusive of the procurement of rapid HCV testing kits and controls.

12.7.6. The Contractor shall not expend more than ten percent (10%) of the total federal funding awarded in this Contract for media and marketing.

12.7.7. All out-of-state travel requires submission of a request to the Department that includes estimated cost and justification to the contract monitor.

12. Exhibit A, Scope of Services; Part C: STD/HIV/HCV Clinical Services and HIV/HCV Priority Testing; Section 15, Performance Measures, to read:

15. Performance Measures

15.1 The Contractor shall ensure:

15.1.1 Ninety percent (90%) of non-reactive HIV rapid test results are returned to clients within twenty-four (24) hours of testing date.

15.1.2 Ninety percent (90%) of reactive HIV rapid tests results are returned to clients within twenty-four (24) hours of testing date.

15.1.3 Ninety-five percent (95%) of newly identified, confirmed HIV positive test results are returned to clients within fourteen (14) days of confirmatory test date.

15.1.4 Ninety-five percent (95%) of newly identified HIV positive cases referred to medical care attend their first medical appointment within thirty (30) days of receiving a positive test result.

15.1.5 Eighty percent (80%) of individuals diagnosed with Chlamydia receive appropriate treatment within fourteen (14) days of specimen collection.

15.1.6 Eighty percent (80%) of individuals diagnosed with Gonorrhea receive appropriate treatment within fourteen (14) days of specimen collection.

15.1.7 Eighty percent (80%) of individuals diagnosed with Primary or Secondary Syphilis receive appropriate treatment within fourteen (14) days of specimen collection.

15.1.8 Ninety percent (90%) of non-reactive HCV rapid tests results are returned to clients within twenty-four (24) hours of testing date.

15.1.9 Ninety percent (90%) of reactive HCV rapid test results are returned to clients within twenty-four (24) hours of testing date.

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

15.1.11 Ninety five percent (95%) of newly identified, HCV RNA positive test results are returned to clients within fourteen (14) days of a positive RNA test result.

15.1.12 Ninety five (95%) of newly identified confirmed HCV positive cases referred to medical care attend their first medical appointment within thirty (30) days of receiving a positive test result.

13. Modify Exhibit A, Scope of Services by adding Part D: Lead Poisoning Care Coordination and Case Management services as follows:

Part D: Lead Poisoning Care Coordination and Case Management

17. Project Description

17.1. The Contractor shall provide Lead Poisoning Care Coordination and Case Management services to individuals on behalf of the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Public Health Protection, Healthy Homes and Environment Section, Healthy Homes and Lead Poisoning Prevention Program (HHLPPP).

17.2. The Contractor shall provide three (3) key services that include:

17.2.1. Parent notification letters;

17.2.2. Property owner notifications letters; and

17.2.3. Nurse case management services for children with blood lead at or greater than the State's action limit outlined in New Hampshire Revised Statutes Annotated (RSA) 130-A Lead Paint Poisoning Prevention and Control.

18. Required Care Coordination and Case Management Activities

18.1. Care Coordination and Case Management Activities

18.1.1. The Contractor shall provide healthy home and lead poisoning prevention care coordination and nurse case management services for children 72 months of age or younger with elevated blood lead 3 micrograms per deciliter (µg/dL) or greater who live in the City of Manchester, Auburn, Goffstown and Pinardville. The Contractor shall ensure services include:

18.1.1.1. Providing notifications;

18.1.1.2. Conducting outreach;

18.1.1.3. Providing education; and

18.1.1.4. Providing case management services.

18.1.2. The Contactor shall participate in training coordinated by the DHHS HHLPPP on the new CDC HHLPSS Surveillance System used for tracking and documenting care coordination and case management services of all children 72 months of age or younger that have a blood lead level ≥3µg/dL.

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

18.1.3.1. Review and develop protocols;

18.1.3.2. Review caseload;

18.1.3.3. Discuss logistics; and

18.1.3.4. Identify and remove barriers to successful case management.

18.1.4. The Contractor shall ensure all transfers of 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) or through the CDC Healthy Homes and Lead Poisoning Surveillance Software (HHLPSS) System.

18.2. Parent Notification

18.2.1. The Contractor shall provide education and outreach services to all parents of children 72 months of age or younger with an elevated blood lead (capillary or venous) between 3 to 7.4 µg/dL, in accordance with NH RSA 130-A:6-b Parent Notification, Lead Paint Poisoning Prevention and Control.

18.3. Property Owner Notification

18.3.1. The Contractor shall provide education and outreach services to owners of dwellings or dwelling units where children 72 months of age or younger reside and have elevated blood lead levels (capillary or venous) between 3 to 7.4 µg/dL, in accordance with NH RSA 130-A:6-a Property Owner Notification, Lead Paint Poisoning Prevention and Control.

18.4. Nurse Case Management

18.4.1 The Contractor shall provide Nurse Case Management services to children 72 months of age or younger with a confirmed elevated blood lead greater than the current RSA 130-A action level in accordance with the Healthy Home & Lead Poisoning Prevention Program (HHLPPP) 2019 *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*.

18.4.2 All Lead Case management services shall be provided by a Registered Nurse (RN) or Licensed Practical Nurse (LPN) under the direction of an RN; or a certified Medical Assistant (MA) under the direction of a licensed physician.

18.4.3 The Contractor shall provide in-home or telephonic case management services in accordance with the updated 2019 *Best Practices in Lead Case Management for Public Health Nurses* document for those children with elevated blood lead levels above the current RSA 130-A Action limit. Children

with elevated blood lead levels greater than or equal to 15 µg/dL require an in home visit.

18.4.4. The Contractor shall make a referral to the HHLPPP Environmentalist for an in-home investigation for children 72 months of age or younger within ten (10) business days of obtaining an elevated blood lead report.

18.4.5. The Contractor shall work with families of children 72 months of age or younger with elevated blood lead levels that exceed the action limit in order to link families to the Women, Infant and Children's Nutrition Program.

18.4.6. The Contractor shall work with families of children 72 months of age or younger with elevated blood lead levels that exceed the action limit to link families to Early Intervention services.

18.5. Greater Manchester Public Health Region Lead Stakeholders Group

18.5.1. The Contractor shall participate in the Greater Manchester Public Health Region Lead Stakeholder meetings in order to:

18.5.1.1. Coordinate referrals with regional partners; and

18.5.1.2. Address healthy home and lead poisoning primary prevention.

19. Cultural Considerations

19.1. The Contractor shall provide culturally and linguistically appropriate services, which includes, but is not limited to:

19.1.1. Assessing the ethnic and cultural needs, resources and assets of the client's community.

19.1.2. Promoting the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

19.1.3. Providing clients of minimal English skills with interpretation services, when feasible and appropriate.

20. Staffing

20.1. New Hires

20.1.1. The Contractor shall notify the Department of Health and Human Services' (DHHS), HHLPPP in writing within one (1) month of hire when a new administrator or coordinator or any staff person essential to deliver the scope of services is hired to work in the program ensuring a resume of the employee accompanies the notification.

20.2. Vacancies

20.2.1. The Contractor must notify the DHHS, HHLPPP in writing if the position of public health nurse is vacant for more than two (2) months.

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

21. On-site Reviews

21.1. The Contractor shall allow a team or person authorized by the DHHS to periodically review Contractor systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide contracted services. On-site reviews shall include client record reviews to measure compliance with this contract.

21.2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this contract.

21.3. On-Site reviews may be waived or abbreviated at the discretion of the DHHS.

22. Reporting Requirements

22.1. The Contractor shall provide a report narrative of all care coordination and outreach activities to DHHS, HHLPPP within thirty (30) days of the end of each quarter, ensuring reports include:

22.1.1. The number of families Parent Notification letters mailed;

22.1.2. The number of Property Owner Notification letters mailed;

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

22.1.4. Cases that have been closed or discharged with reason included;

22.1.5. Blood lead screening events held;

22.1.6. Lead Stakeholder meetings facilitated;

22.1.7. Outreach activities conducted; and

22.1.8. Education programs delivered.

22.2. The Contractor shall ensure all transfers of PHI, PI or confidential information between the Department and the Contractor is made either through a secure File Transfer Protocol (sFTP) or through the CDC Healthy Homes and Lead Poisoning Surveillance Software (HHLPSS) System.

23. Performance Measures

23.1. The Contractor shall ensure the following performance measures are achieved annually and monitored on a monthly basis:

23.1.1. One hundred percent (100%) of children 72 months of age or younger with elevated blood lead levels receive nurse case management services.

23.1.2. One hundred percent (100%) of parents with children 72 months of age or younger with elevated blood lead levels of 3 µg/dL receive education and outreach services.

23.1.3. One hundred percent (100%) of property owners contacted, where children 72 months of age or younger reside with elevated blood lead levels greater than 3 µg/dL but less than the action limit, receive education and outreach services.

23.2. The Contractor shall develop a corrective action plan for any performance measure not achieved and submit to the Department annually.

14. Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Subsection 1.1 to read:

1.1 This contract is funded with:

1.1.1 Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.733, Federal Award Identification Number (FAIN) #H23IP000986; CFDA #93.940, FAIN #U62PS924538; CFDA #93.268, FAIN #H23IP000757; and CFDA #93.997, FAIN #H25PS005159.

1.1.1.1 STD Federal Funding shall not exceed $16,000 per calendar year, ensuring no more than 5% is expended on HCV activities per calendar year.

1.1.1.2 HIV Federal Funding shall not exceed $108,000 per calendar year, ensuring no more than 5% is expended on HCV activities per calendar year.

1.1.2. Disease Control Emergency Funds (State General Funds)

1.1.3. State General Funds

1.1.3.1. STD State Funding shall not exceed $100,000 per State Fiscal Year.

1.1.3.2. STD SFY 2021 State Funding shall not exceed $81,540.14 of the total $100,000 in accordance with 1.1.3.1 above, to hire a full-time Infectious Disease Care Coordinator to conduct STD and HIV investigations in the City of Manchester, as follows:

1.1.3.2.1. SFY 2021 Salary not to exceed $41,949.54, and

1.1.3.2.2. SFY 2021 Benefits not to exceed $39,590.60.

1.1.4. Other Funds (Agency Fees).

15. Exhibit B, Methods and Conditions Precedent to Payment; Section 2 to read:

2) Payment for said services shall be made monthly as follows:

2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred monthly in the fulfillment of this agreement and shall be in accordance with Department-approved budget line items in Exhibit B-1 Budgets (pgs. 1-4) through Exhibit B-2 Budget – Amendment #1 (pgs. 1-4), and SFY 2021 & 2022 program budgets pending submission by the Contractor and written approval by the Department, as follows:

2.1.1. The Contractor shall submit SFY 2021 and SFY 2022 program budgets to the Department for approval within ten (10) business days of the Governor and Council approval date of this Amendment #2.

2.1.2. Budgets submitted by the Contractor, in accordance with Paragraph 2.1.1 above, shall be titled Exhibit B-3 Budgets – Amendment #2 (pgs. 1-5) and Exhibit B-4 Budgets – Amendment #2 (pgs. 1-5).

2.1.3 Upon Department written approval to the Contractor of the approved budgets in Paragraph 2.1.2, the Contractor shall initial and date each page of each approved budget and submit the executed budgets to the Department to be incorporated by reference herein.

2.2. The Contractor shall submit monthly invoices in a form satisfactory to the State by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month, in accordance with Exhibit B-1 Budgets (pgs. 1-4) through Exhibit B-4 Budgets – Amendment #2 (pgs. 1-5).

2.3. Invoices must be completed, signed, dated and returned to the Department in order to initiate payment.

2.5. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice.

2.6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date, block 1.7 of the Form P-37, General Provisions.

2.7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or mail to:

Financial Administrator
Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301

2.8. Payments may be withheld pending receipt of required reporting as identified in Exhibit A, Scope of Services.

16. Add Exhibit B-3 Budget, Amendment #2 – Immunization Program, upon Department approval and incorporation by reference herein.

17. Add Exhibit B-3 Budget, Amendment #2 – HIV Prevention, upon Department approval and incorporation by reference herein.

18. Add Exhibit B-3 Budget, Amendment #2 – STD Prevention, upon Department approval and incorporation by reference herein.

19. Add Exhibit B-3 Budget, Amendment #2 – Tuberculosis, upon Department approval and incorporation by reference herein.

20. Add Exhibit B-3 Budget, Amendment #2 – Lead Poisoning, upon Department approval and incorporation by reference herein.

21. Add Exhibit B-4 Budget, Amendment #2 – Immunization Program, upon Department approval and incorporation by reference herein.

22. Add Exhibit B-4 Budget, Amendment #2 – HIV Prevention, upon Department approval and incorporation by reference herein.

23. Add Exhibit B-4 Budget, Amendment #2 – STD Prevention, upon Department approval and incorporation by reference herein.

24. Add Exhibit B-4 Budget, Amendment #2 – Tuberculosis, upon Department approval and incorporation by reference herein.

25. Add Exhibit B-4 Budget, Amendment #2 – Lead Poisoning, upon Department approval and incorporation by reference herein.

All terms and conditions of the Contract not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/9/2020
Date

Name: Amy Landers
Title: Associate Commissioner

Manchester Health Department

6/8/20
Date

Name: Joyce Craig
Title: Mayor

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

OFFICE OF THE ATTORNEY GENERAL

June 10, 2020
Date

J Christopher Marshall
Name:
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

NOV28'18 PM 2:41 DAS 15 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
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

November 13, 2018

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 amend a **sole source** agreement with one of the vendors listed below (in bold type) to provide clinical testing, public health investigation and case management, as well as outreach and education services, by increasing the contract price limitation by $40,000 from $921,955 to $961,955 in the aggregate with no change to the contract completion date of June 30, 2020, effective upon approval by the Governor and Executive Council. 79.2% Federal Funds and 20.8% General Funds.

Vendor Name	Location	Vendor ID	Current Amount	Increase/ Decrease	Revised Amount
City of Nashua, Division of Public Health and Community Services	18 Mulberry Street, Nashua NH 03060	177441-B011	$415,800	$0	$415,800
Manchester Health Department	1528 Elm Street, Manchester, NH 03101	177433-B009	$506,155	$40,000	$546,155
		Total	**$921,955**	**$40,000**	**$961,955**

Funds are available in the following accounts for State Fiscal Year (SFY) 2019 and are anticipated to be available in SFY 2020 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

SEE ATTACHED FISCAL DETAILS

EXPLANATION

The original agreement is **sole source** because the Manchester Health Department is the only local municipal public health entity with the legal authority and infrastructure necessary to provide disease surveillance and investigation, mitigate public health hazards; and enforce applicable laws and regulations in the Greater Manchester area.

Funds in this agreement provide clinical testing, outreach and educational services in the Greater Manchester area, to prevent and control the following array of infectious diseases: tuberculosis (TB), human immunodeficiency virus (HIV), sexually transmitted diseases (STD), hepatitis C Virus (HCV) and vaccine-preventable diseases, such as pertussis. The services are

provided through effective partnerships with community and local health care systems for the purposes of:

1) Increasing immunization rates among children, adolescents and adults, and

2) Detecting, treating and preventing the spread of infectious diseases.

Notwithstanding any other provision of the contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

Infectious diseases affect the entire population, and a comprehensive statewide approach is needed to prevent them. In 2017, the City of Manchester received more than 1,100 reports of infectious diseases that are required to be reported by healthcare providers and laboratories in accordance with NH RSA 141-C. In particular, Manchester has been hard hit by gonorrhea and syphilis outbreaks that began in 2016, as well as HIV and hepatitis C virus infections associated with injection drug use. The services funded in the agreement help to limit the spread of these infections through investigative activities that identify people who may have been exposed as well as offering testing, treatment, and education. Additionally, services provided by the Contractor address the increasing incidence of infectious diseases associated with injection drug use, which will be used to support testing, prevention, education, and community health worker outreach initiatives in this at-risk population.

The Department has worked closely with the Manchester Health Department for over a decade to provide immunization services to individuals unable to access immunizations at a private health care provider practice. The Manchester Health Department has been instrumental in vaccinating children and adolescents eligible for vaccine through the Vaccine for Children (VFC) Program, and uninsured adults at no cost or reduced cost to the individual. By addressing pockets of need through community-based education and outreach activities, the Manchester Health Department has been successful at reducing the number of vaccine-preventable disease outbreaks and raising immunization coverage rates.

The following performance measures/objectives will are used to measure the effectiveness of this agreement, and the Contractor shall ensure that:

1. Ninety percent (90%) of clients with pulmonary TB, with a one-year treatment plan, complete treatment within twelve (12) months of documented treatment initiation.
2. Seventy-five percent (75%) of high-risk infected persons placed on treatment for a latent tuberculosis infection (LTBI) complete treatment within twelve (12) months of documented treatment initiation.
3. Ninety percent (90%) of clients with pulmonary TB complete treatment within twelve (12) months of treatment initiation.
4. Ninety percent (90%) of clients with pulmonary TB complete treatment within twelve (12) months of documented treatment initiation.
5. Ninety percent (90%) of newly reported persons with active TB have a documented HIV test.
6. Ninety-five percent (95%) of close contacts are evaluated for LTBI or TB.
7. Ninety percent (90%) of infected close contacts complete treatment.

8. Ninety percent (90%) of Class A and Class B arrivals are evaluated for TB and LTBI within thirty (30) days of arrival notification.
9. Ninety percent (90%) of Class A and Class B arrivals with LTBI complete treatment within twelve (12) months of initiation.
10. Ninety-seven percent (97%) of public school children are vaccinated with all required school vaccines.
11. Seventy percent (70%) of school-aged children are vaccinated against influenza as reported by the Immunization Information System, when available.
12. Ninety percent (90%) of conventional HIV test results are returned to client within thirty (30) days of testing date.
13. Ninety-five percent (95%) of newly identified, confirmed HIV positive test results are returned to clients within thirty (30) days.
14. Ninety-five percent (95%) of newly identified HIV positive cases referred to medical care I attend their first medical appointment within thirty (30) days of receiving a positive test result.
15. Eighty percent (80%) of diagnosed chlamydia cases receive appropriate treatment within fourteen (14) days of specimen collection.
16. Eighty percent (80%) of diagnosed gonorrhea cases receive appropriate treatment within fourteen (14) days of specimen collection.
17. Eighty percent (80%) of diagnosed primary or secondary syphilis cases receive appropriate treatment within fourteen (14) days of specimen collection.
18. Ninety-five percent (95%) of newly identified HCV antibody positive individuals who do not receive a RNA test at the time of antibody screening receive a documented referral to medical care at that time.

As referenced in the Exhibit C-1 of this contract, the Department reserves the right to extend services for up to an additional two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval by the Governor and Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2019 and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

Should the Governor and Executive 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.

Area served: Greater Manchester Area.

Source of Funds: 75.04% Federal Funds from the Centers for Disease Control and Prevention CFDA #93.268, FAIN #H23IP000757; CFDA #93.733, FAIN #H23IP000986; CFDA #93.94, FAIN #U62PS924538; CFDA #93.977, FAIN #H25PS004339, 4.16% Federal Funds from DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment. CFDA #93.354 FAIN U90TP921963 and 20.8% General Funds.

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

Respectfully submitted,

fa Lisa M. Morris
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Fiscal Details

City of Nashua, Division of Public Health and Community Services (Vendor ID #177441-B011)
05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION

Fiscal Year	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	90023317	$45,000	$0	$45,000
2019	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
2020	102-500731	Contracts for Program Services	90023317	$45,000	$0	$45,000
2020	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
			Subtotal:	*$130,000*	*$0*	*$130,000*

05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION

Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	90024000	$80,000	$0	$80,000
2019	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
2020	102-500731	Contracts for Program Services	90024000	$80,000	$0	$80,000
2020	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
			Subtotal:	*$190,800*	*$0*	*$190,800*

05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL

Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2019	547-500394	Disease Control Emergencies	TBD	$25,000	$0	$25,000
2020	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
			Subtotal:	*$95,000*	*$0*	*$95,000*
			TOTAL:	**$415,800**	*$0*	**$415,800**

Fiscal Details

Manchester Health Department (Vendor ID #177433-B009)

05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION

Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	90023317	$46,049	$0	$46,049
2019	102-500731	Contracts for Program Services	90023010	$23,951	$0	$23,951
2019	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
2020	102-500731	Contracts for Program Services	90023317	$46,049	$0	$46,049
2020	102-500731	Contracts for Program Services	90023010	$23,951	$0	$23,951
2020	102-500731	Contracts for Program Services	90023011	$20,000	$0	$20,000
			Subtotal:	*$180,000*	*$0*	*$180,000*

05-95-90-902510-50930000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, ADULT IMMUNIZATION

Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	90023330	$22,855	$0	$22,855
			Subtotal:	*$22,855*	*$0*	*$22,855*

05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION

Fiscal Year	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	90024000	$87,500	$0	$87,500
2019	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
2020	102-500731	Contracts for Program Services	90024000	$80,000	$0	$80,000
2020	102-500731	Contracts for Program Services	90025000	$15,400	$0	$15,400
			Subtotal:	*$198,300*	*$0*	*$198,300*

Fiscal Details

05-95-90-902510-70390000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL, PUBLIC HEALTH CRISIS RESPONSE

Fiscal Year	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	90703900	$0	$40,000	$40,000
			Subtotal	*$0*	*$40,000*	*$40,000*

05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL

Fiscal Year	Class/ Account	Class Title	Job Number	Current Amount	Increase/ Decrease	Revised Amount
2019	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
2019	547-500394	Disease Control Emergencies	TBD	$35,000	$0	$35,000
2020	102-500731	Contracts for Program Services	90020006	$35,000	$0	$35,000
			Subtotal:	*$105,000*	*$0*	*$105,000*
			TOTAL:	**$506,155**	**$0**	**$546,155**
			GRAND TOTAL:	**$921,955**	**$0**	**$961,955**

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

This 1st Amendment to the Infectious Disease Prevention Services contract (hereinafter referred to as "Amendment #1") dated this 20th day of September, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Health Department, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 1528 Elm Street Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 22, 2018 (Item #7), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $546,155.

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

4. Add Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.5, to read:

   1.5. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the State Opioid Response Grant from the Substance Abuse and Mental Health Services Administration.

5. Add Exhibit B-1 Amendment #1, SFY 2019 Budget, Expanded HIV/HCV Testing In Corrections.

6. Add Exhibit B-2 Amendment #1, SFY 2020 Budget, Expanded HIV/HCV Testing In Corrections.

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/19/18
Date

Name: Lisa Morris
Title: Director DPHS DHHS

Manchester Health Department

11/7/18
Date

Name: Joyce Craig
Title: Mayor

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 11/7/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Ryan Mahoney, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 2/11/20

Ryan P. Mahoney
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 2/11/2020

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

OFFICE OF THE ATTORNEY GENERAL

11/27/18
Date

Name: Mega A Yado
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Amendment #1
SFY 2019 Budget
Expanded HIV/HCV Testing In Corrections

BUDGET FORM

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

Bidder Name: Manchester Health Department

Budget Request for: Expanded HIV/HCV testing in Corrections
(Name of RFP)

Budget Period: SFY 2019

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 23,147.15	$ -	$ 23,147.15	
2. Employee Benefits	$ 2,342.85	$ -	$ 2,342.85	
3. Consultants	$ 75.00	$ -	$ 75.00	
4. Equipment:		$ -	$ -	
Rental		$ -	$ -	
Repair and Maintenance		$ -	$ -	
Purchase/Depreciation		$ -	$ -	
5. Supplies:		$ -	$ -	
Educational	$ 100.00	$ -	$ 100.00	
Lab		$ -	$ -	
Pharmacy		$ -	$ -	
Medical	$ 550.00	$ -	$ 550.00	
Office	$ 160.00	$ -	$ 160.00	
6. Travel	$ 100.00	$ -	$ 100.00	
7. Occupancy		$ -	$ -	
8. Current Expenses		$ -	$ -	
Telephone		$ -	$ -	
Postage		$ -	$ -	
Subscriptions		$ -	$ -	
Audit and Legal		$ -	$ -	
Insurance		$ -	$ -	
Board Expenses		$ -	$ -	
9. Software		$ -	$ -	
10. Marketing/Communications	$ 2,000.00	$ -	$ 2,000.00	
11. Staff Education and Training	$ 25.00	$ -	$ 25.00	
12. Subcontracts/Agreements		$ -	$ -	
13. Other (specific details mandatory):	$ 3,500.00	$ -	$ 3,500.00	
		$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 32,000.00	$ -	$ 32,000.00	

Indirect As A Percent of Direct 0.0%

Exhibit B-2 Amendment #1
SFY 2020 Budget
Expanded HIV/HCV Testing In Corrections

BUDGET FORM

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

Bidder Name: Manchester Health Department

Budget Request for: Expanded HIV/HCV testing In Corrections
(Name of RFP)

Budget Period: SFY 2020

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 5,172.50	$ -	$ 5,172.50	
2. Employee Benefits	$ 1,002.50	$ -	$ 1,002.50	
3. Consultants	$ 75.00	$ -	$ 75.00	
4. Equipment:		$ -	$ -	
Rental		$ -	$ -	
Repair and Maintenance		$ -	$ -	
Purchase/Depreciation		$ -	$ -	
5. Supplies:		$ -	$ -	
Educational	$ 100.00	$ -	$ 100.00	
Lab		$ -	$ -	
Pharmacy		$ -	$ -	
Medical	$ 200.00	$ -	$ 200.00	
Office	$ 100.00	$ -	$ 100.00	
6. Travel	$ 50.00	$ -	$ 50.00	
7. Occupancy		$ -	$ -	
8. Current Expenses		$ -	$ -	
Telephone		$ -	$ -	
Postage		$ -	$ -	
Subscriptions		$ -	$ -	
Audit and Legal		$ -	$ -	
Insurance		$ -	$ -	
Board Expenses		$ -	$ -	
9. Software		$ -	$ -	
10. Marketing/Communications	$ 500.00	$ -	$ 500.00	
11. Staff Education and Training	$ 50.00	$ -	$ 50.00	
12. Subcontracts/Agreements	$ 250.00	$ -	$ 250.00	
13. Other (specific details mandatory):	$ 500.00	$ -	$ 500.00	
		$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 8,000.00	$ -	$ 8,000.00	

Indirect As A Percent of Direct 0.0%

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
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

July 23, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive, sole source** agreements with the vendors listed below to provide clinical testing, public health investigation and case management as well as outreach and education services to prevent and control infectious diseases, in an amount not to exceed $921,955 effective **retroactive** to July 1, 2018 upon the date of Governor and Executive Council approval, through June 30, 2020. 78% Federal Funds and 22% General Funds.

Vendor Name	Location	Vendor ID	Amount
City of Nashua, Division of Public Health and Community Services	18 Mulberry Street, Nashua NH 03060	177441-B011	$415,800
Manchester Health Department	1528 Elm Street, Manchester, NH 03101	177433-B009	$506,155
		Total	**$921,955**

Funds are available in the following accounts for State Fiscal Year (SFY) 2019 and are anticipated to be available in SFY 2020 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

City of Nashua, Division of Public Health and Community Services (Vendor ID #177441-B011).
05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90023317	$45,000
2019	102-500731	Contracts for Program Services	90023011	$20,000
2020	102-500731	Contracts for Program Services	90023317	$45,000
2020	102-500731	Contracts for Program Services	90023011	$20,000
			Subtotal:	*$130,000*

05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90024000	$80,000
2019	102-500731	Contracts for Program Services	90025000	$15,400
2020	102-500731	Contracts for Program Services	90024000	$80,000
2020	102-500731	Contracts for Program Services	90025000	$15,400
			Subtotal:	*$190,800*

05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90020006	$35,000
2019	547-500394	Disease Control Emergencies	TBD	$25,000
2020	102-500731	Contracts for Program Services	90020006	$35,000
			Subtotal:	*$95,000*
			TOTAL:	**$415,800**

Manchester Health Department (Vendor ID #177433-B009)

05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, IMMUNIZATION

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90023317	$46,049
2019	102-500731	Contracts for Program Services	90023010	$23,951
2019	102-500731	Contracts for Program Services	90023011	$20,000
2020	102-500731	Contracts for Program Services	90023317	$46,049
2020	102-500731	Contracts for Program Services	90023010	$23,951
2020	102-500731	Contracts for Program Services	90023011	$20,000
			Subtotal:	*$180,000*

05-95-90-902510-50930000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, ADULT IMMUNIZATION

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90023330	$22,855
			Subtotal:	*$22,855*

05-95-90-902510-75360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, STD/HIV PREVENTION

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90024000	$87,500
2019	102-500731	Contracts for Program Services	90025000	$15,400
2020	102-500731	Contracts for Program Services	90024000	$80,000
2020	102-500731	Contracts for Program Services	90025000	$15,400
			Subtotal:	*$198,300*

05-95-90-902510-51700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	90020006	$35,000
2019	547-500394	Disease Control Emergencies	TBD	$35,000
2020	102-500731	Contracts for Program Services	90020006	$35,000
			Subtotal:	*$105,000*
			TOTAL:	**$506,155**
			GRAND TOTAL:	**$921,955**

EXPLANATION

This request is **retroactive** because contract development was delayed due to administrative processes, staff limitations and staff turnover as well as the need for these contracts to be approved at municipal meetings that generally only meet one time per month.

This request is **sole source** because the Manchester Health Department and the City of Nashua Division of Public and Community Health Services are the only local municipal public health entities with the legal authority and infrastructure necessary to provide disease surveillance and investigation, mitigate public health hazards and enforce applicable laws and regulations in the Greater Manchester and Greater Nashua areas.

Funds in this agreement will be used to provide clinical testing, outreach and educational services in the Greater Manchester and Greater Nashua areas to prevent and control the following array of infectious diseases: Tuberculosis, Human Immunodeficiency Virus (HIV), Sexually Transmitted Diseases (STD), Hepatitis C Virus (HCV) and Vaccine-Preventable Diseases, such as Pertussis. The services of this contract will be conducted through effective partnerships with community and local health care systems with the purpose of: 1) increasing immunization rates among children, adolescents and adults and 2) detecting, treating and preventing the spread of infectious diseases.

Infectious diseases affect the entire population and a comprehensive statewide approach is needed to prevent them. In calendar year 2017, the City of Manchester and the City of Nashua received more than 1,200 and 500 reports, respectively, of infectious diseases that are required to be reported by healthcare providers and laboratories in accordance with NH RSA 141-C. In particular, the two cities have been hard hit by gonorrhea and syphilis outbreaks that began in 2016, as well as HIV and hepatitis C virus infections associated with injection drug use. The services funded in the agreement will limit the spread of these infections through investigative activities that identify individuals who may have been exposed as well as offering testing, treatment, and education. Additionally, the Contractors will specifically address the increasing incidence of infectious diseases associated with injection drug use, which will be used to support testing, prevention, education, and community health worker outreach initiatives in this at-risk population.

The Department has worked closely with the Manchester Health Department and City of Nashua Division of Public and Community Health Services for over a decade to provide immunization services to individuals unable to access immunizations at a private health care provider practice. The Manchester Health Department and City of Nashua Division of Public and Community Health Services have been instrumental in vaccinating children and adolescents, eligible for vaccine through the *Vaccine for Children (VFC) Program*, and uninsured adults at no cost or reduced cost to the individual. By addressing pockets of need through community-based education and outreach activities, the

Manchester Health Department has been successful at reducing the number of vaccine-preventable disease outbreaks and raising immunization coverage rates.

The following performance measures/objectives will be used to measure the effectiveness of this agreement:

1. Ensure that a minimum of ninety percent (90%) of clients with pulmonary TB with a one-year treatment plan complete treatment within twelve (12) months of documented treatment initiation.
2. Ensure that a minimum of seventy-five percent (75%) of high-risk infected persons placed on treatment of LTBI complete treatment within twelve (12) months of documented treatment initiation.
3. Ensure that a minimum of ninety percent (90%) of clients with pulmonary TB complete treatment by DOT within twelve (12) months of treatment initiation.
4. Ensure that a minimum of ninety percent (90%) of clients with pulmonary TB complete treatment by DOT within twelve (12) months of documented treatment initiation.
5. Ensure that a minimum of ninety percent (90%) of newly reported persons with Active TB have a documented HIV test.
6. Ensure that a minimum of ninety-five percent (95%) of close contacts be evaluated* for LTBI or TB.
7. Ensure that a minimum of ninety percent (90%) of infected close contacts complete treatment.
8. Ensure that a minimum of ninety percent (90%) of Class A and Class B arrivals be evaluated* for TB and LTBI within thirty (30) days of arrival notification
9. Ensure that a minimum of ninety percent (90%) of Class A and Class B arrivals with LTBI complete treatment within twelve (12) months of initiation.
10. Ensure that a minimum of ninety-seven percent (97%) of public school children are vaccinated with all required school vaccines.
11. Seventy percent (70%) of school-aged children will be vaccinated against influenza as reported by the Immunization Information System, when available.
12. Ninety percent (90%) of conventional HIV test results returned to client within thirty (30) days of testing date.
13. Ninety-five percent (95%) of newly identified, confirmed HIV positive test results will be returned to clients within thirty (30) days.
14. Ninety-five percent (95%) of newly identified HIV positive cases referred to medical care will attend their first medical appointment within thirty (30) days of receiving a positive test result.
15. Eighty percent (80%) of diagnosed Chlamydia cases will receive appropriate treatment within fourteen (14) days of specimen collection.
16. Eighty percent (80%) of diagnosed Gonorrhea cases will receive appropriate treatment within fourteen (14) days of specimen collection.
17. Eighty percent (80%) of diagnosed Primary or Secondary Syphilis cases will receive appropriate treatment within fourteen (14) days of specimen collection.
18. Ninety-five percent (95%) of newly identified HCV antibody positive individuals who do not receive a RNA test at the time of antibody screening will have a documented referral to medical care at that time.

The Department reserves the right to extend the Agreements for up to an additional two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council, as referenced in the Exhibit C-1 of each Contract.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2019 and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

Should the Governor and Executive 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.

Area served: Statewide with a focus on the Greater Manchester and Greater Nashua Areas.

Source of Funds: 78% Federal Funds from the Centers for Disease Control and Prevention CFDA #93.268, FAIN #H23IP000757; CFDA #93.733, FAIN #H23IP000986; CFDA #93.94, FAIN #U62PS924538; CFDA #93.977, FAIN #H25PS004339 and 22% General Funds.

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

Respectfully submitted,

Lisa M. Morris
Director

Approved by:

Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: Infectious Disease Prevention Services (SS-2019-DPHS-01-INFEC-02)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Health Department		1.4 Contractor Address 1528 Elm Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-624-6466	1.6 Account Number 05-95-90-902510-51780000 05-95-90-902510-75360000 05-95-90-902510-50930000 05-95-90-902510-51700000	1.7 Completion Date June 30, 2020	1.8 Price Limitation $506,155
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Joyce Craig 6/5/18		1.12 Name and Title of Contractor Signatory Joyce Craig Mayor	

1.13 Acknowledgement: State of New Hampshire, County of Hillsborough

On June 5, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

Ryan P. Mahoney
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 2/11/2020

1.13.2 Name and Title of Notary or Justice of the Peace

Ryan Mahoney, Notary Public

1.14 State Agency Signature Patricia Tilley Date: 6/12/18	1.15 Name and Title of State Agency Signatory Patricia Tilley, Deputy Director DPHS
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: Deputy Atty 8/3/18
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials JPC
Date 6/5/18

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials AC
Date 6/5/18

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials JC
Date 9/5/18

Exhibit A

Scope of Services

Provisions Applicable to All Services

1.1. The Vendor will submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3 For the purposes of this contract, the Vendor shall be identified as a Subrecipient in accordance with 2 CFR 200.0. et seq.

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

Part A: Tuberculosis

1. Project Description

1.1 On behalf of the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Infectious Disease Control, Infectious Disease Prevention, Investigation and Care Services Section (IDPICSS), the Vendor shall provide Tuberculosis (TB) prevention and control services. Three (3) key national priorities for TB services include; prompt identification and treatment of active TB cases, identification and treatment of individuals who have been exposed to active cases and targeted testing, and treatment of individuals most at risk for the disease.

2. Required Tuberculosis Activities and Deliverables

2.1 Case Management Activities

The Vendor shall provide case management of those individuals with active Tuberculosis (TB) and High Risk Latent Tuberculosis Infection (LTBI), (such as contacts to an active case or Class B1 immigrants or refugees), until an appropriate treatment regimen is completed. The Vendor shall:



2.1.1 Provide case management services for all active TB and all high-risk contacts prescribed LTBI treatment until prescribed treatment is completed.

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

2.1.3 Supervise isolation of individuals with infectious TB when ordered by the New Hampshire DHHS, DPHS.

2.1.4 Conduct contact investigations within ten (10) business days to identify all exposed individuals.

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

2.1.6 Ensure TB treatment is prescribed and HIV testing is recommended if a contact is infected.

2.1.7 Provide or facilitate directly-observed therapy Directly Observed Therapy (DOT) for all individuals infected with TB disease.

2.2 Screening

Targeted screening of high-risk groups identified by the IDPICSS must be conducted as part of this contract. Testing may be provided by the Vendor or by working with the medical home of their local New Americans (individuals who are new to the United States) who arrive as refugees. Testing shall be targeted to high-risk populations as identified by the DPHS which shall include but not limited to:

2.2.1 Contact to recent active case of pulmonary TB

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

2.2.3 New Americans arriving as refugees

2.3 Screening Required Activities

2.3.1 Ensure that all individuals arriving to the United States with a Class A, B1, and B2 and B3 status receive a tuberculin skin test (TST) or Blood Assay for Mycrobacterium Tuberculosis (BAMT) and symptom screen within ten (10) business days of notification of arrival.

2.3.2 Inform medical providers of the need to comply with the US Immigration and Customs Enforcement (ICE) standard for individuals arriving to the US with a Class B1, B2, and B3 status which requires immigrant medical evaluations within thirty (30) days of arrival.

2.3.3 Ensure LTBI screening via a TST or IGRA is offered to all New Americans arriving as refugees within thirty (30) days of arrival. This may be accomplished by the selected Vendor providing the testing or working with the medical home of for New Americans who arrive as refugees to provide the screening.

2.3.4 Ensure New Americans who arrive as refugees who have positive TSTs or IGRA's are evaluated and recommendations for LTBI treatment are made to the medical provider. This may be accomplished by the selected

Vendor or working with the medical home for New American who arrive as refugees.

2.3.5 Ensure that all others identified as high risk are provided with a screening test as indicated.

2.3.6 Conduct an investigation on all TST or IGRA positive children less than five (5) years of age to identify source case.

2.3.7 Ensure all individuals who are close contacts and start LTBI treatment also receive recommendations for HIV testing.

2.3.8 For LTBI contacts, document a medical diagnosis within sixty (60) days of the start of treatment.

2.3.9 For TB Infection positive contacts, report the diagnosis, ruled out or confirmed, to the IDPICSS.

3. Reporting Requirements

3.1 For active TB cases, the Vendor shall:

3.1.1 Submit the NH TB Investigation form (via fax) and a template for suspect active and active TB cases via email to the Infectious Disease Nurse Manager or designee within one (1) business day of initial report. Template updates will be submitted to the Infectious Disease Nurse Manager or designee within one (1) week of changes in treatment regimen or changes in case status.

3.1.2 Submit The Report of Verified Case of TB (RVCT) within thirty (30) days of diagnosis.

3.1.3 Submit the Initial Drug Susceptibility Report (RVCT follow up report within thirty (30) days of sensitivity results.

3.1.4 Submit the Completion Report (RVCT Follow-up Report 2) within thirty (30) days of discharge regardless of residence location.

3.1.5 Document any updated case information and notes into NHEDSS within twenty-four (24) business hours of the case visit.

4. Treatment and Monitoring Standards

4.1 The Vendor shall provide treatment and monitoring of treatment utilizing the guidance of the Centers for Disease Control and Prevention (CDC) and the ID-PICSS, which shall include, but not is limited to:

4.1.1 Evaluate each patient and his/her environment to determine the most appropriate person(s) to provide DOT.

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

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

4.1.4 Provide consultation to medical providers regarding treatment recommendation for all high risk groups.

4.1.5 Provide recommendations for treatment to include the importance of adherence to treatment guidelines.

4.1.6 Ensure telephone contact is made with the active or suspect active patients within twenty-four (24) hours of identification.

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

4.1.8 Monitor treatment adherence and adverse reaction to treatment by conducting, at a minimum, monthly visits at a minimum for patients with active disease and monthly phone calls for patients who are high-risk contacts diagnosed with LTBI until treatment is completed.

4.1.9 Document and report unusual symptoms and severe adverse drug reactions to the medical provider and the IDPICSS within twenty-four (24) hours of assessment.

4.2 The Vendor shall establish a plan for Directly Observed Therapy (DOT). The plan shall include but not be limited to: by:

4.2.1 Evaluating each patient and his/her environment to determine the most appropriate person(s) to provide DOT.

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

4.2.3 If the DOT provider is not an employee of the Vendor, the Vendor staff will provide DOT education to that provider that DOT is the standard of care for all patients with TB.

4.2.4 Developing a DOT calendar to include the following information: drug, dose, route, frequency, duration and observer name to allow providers to initial dates medications were taken. Changes to any of these variables are to be reviewed and updated on a monthly basis at a minimum.

4.2.5 Non-adherence to treatment shall be reported to the IDPICSS within three (3) days.

4.2.6 All active TB disease patients should receive DOT. If an active TB disease patient is not placed on DOT, the Vendor shall report it to the IDPICSS within one (1) day.

4.2.7 Adherence of clients self-administering medications shall be monitored by contact with the patient every week, as well as monthly unannounced, in person visits to monitor pill counts and pharmacy refills.

4.3 Laboratory Monitoring

The Vendor shall provide laboratory monitoring on an individual basis based on the treatment regimen used and the patient's risk factors for adverse reactions. The Vendor shall:

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

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

4.3.3 Report culture conversions not occurring within two (2) months of treatment initiation to the IDPICSS and medical provider with the appropriate treatment recommendation.

4.3.4 Notify the IDPICSS within one (1) day if susceptibility testing is not ordered on isolates sent to private labs.

4.3.5 Obtain susceptibility results from private labs to be forwarded to the IDPICSS.

4.3.6 When specimens are submitted to a reference laboratory, the Vendor will request that an isolate be sent to the NH Public Health Laboratories (NH PHL) for genotype testing.

4.4 Isolation

The Vendor shall establish, monitor and discontinue isolation as required. The Vendor shall:

4.4.1 Monitor adherence to isolation through unannounced visits and telephone calls.

4.4.2 Report non-adherence to isolation immediately to the IDPICSS.

4.4.3 When indicated, ensure that legal orders for isolation are issued from NH DHHS, DPHS and served by the local authority.

4.5 Contact Investigation Standards

The Vendor will ensure that contact investigation is initiated and completed promptly. The Vendor shall:

4.5.1 Conduct the patient interview and identify contacts for infectious patient within three (3) business days of case report submission to the IDPICSS.

4.5.2 Contact investigations shall be prioritized based upon current CDC guidelines such as smear positivity and host factors.

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

4.6 All TB Clients

The Vendor shall:

4.6.1 Provide patient teaching per IDPICSS Assessment and Education form.

4.6.2 Develop, implement and annually review a policy for the maintenance of confidential client records.

4.6.3 Obtain a signed release of information for TB case management from each client receiving services.

4.6.4 Comply with all laws related to the protection of client confidentiality and management of medical records.

4.6.5 Document any updated case information and notes into NHEDSS within twenty-four (24) business hours.

4.6.6 Submit a copy of the client paper record to the IDPICSS within thirty (30) days of completion of therapy or discharge.

4.7 NH Tuberculosis Financial Assistance (TBFA)

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

4.7.1 Follow all NH TBFA policies and procedures.

4.7.2 Submit completed applications to the NH TBFA Program within five (5) business days for eligibility review.

4.7.3 Ensure that assistance, which includes diagnostic and treatment services, is provided to individuals qualified for NH TBFA.

4.8 Additional Program Services

The Vendor shall:

4.8.1 Participate in the weekly DPHS Outbreak Team meetings and present on active and ongoing TB disease case investigations.

4.8.2 Attend mandatory annual case reviews and chart audit when scheduled.

4.8.3 Maintain a trained and proficient workforce at all times and ensure that 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.

5. Performance Measures

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

5.1 Completion of Treatment

5.1.1 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.

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

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

5.2 Human Immunodeficiency Virus (HIV) Status

5.2.1 Ensure that a minimum of ninety percent (90%) of newly reported persons with Active TB have a documented HIV test.

5.3 Contact Investigations

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

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

5.4 Evaluation of Immigrants and Refugees

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

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

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

6. Cultural Considerations

6.1 The Vendor shall provide culturally and linguistically appropriate services which shall include, but not limited to:

6.1.1 Assess the ethnic and cultural needs, resources and assets of the client's community.

6.1.2 Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

6.1.3 When feasible and appropriate, provide clients of minimal English skills with interpretation services.

6.1.4 Offer consumers a forum through which clients have the opportunity to provide feedback to the Vendor regarding cultural and linguistic issues that may deserve response.



Part B: Immunizations

7. Project Description

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

8. Required Immunization Activities and Deliverables

8.1 The Vendor shall increase the number of children, adolescents and adults who are vaccinated as recommended by the Advisory Committee on Immunization Practice (ACIP) and the Department by aligning the health care delivery system with community and public health services which shall include:

- 8.1.1 Coordinate with public and private medical offices to ensure that all populations have access to immunization.
- 8.1.2 Develop promotional and educational campaigns which will increase immunizations.
- 8.1.3 Administer vaccines available through the New Hampshire Immunization Program to uninsured individuals, while considering implementation of a system to capture reimbursement.
- 8.1.4 Increase the number of influenza immunization clinics in city schools.

8.2 The Vendor shall assess provider offices to ensure the CDC and the Department standards are met and to ensure immunizations are provided as recommended by ACIP and the Department by:

- 8.2.1 The Vendor staff assigned to provider visits shall attend annual trainings offered by the Immunization Section.
- 8.2.2 The Vendor shall ensure a minimum of two (2) clinical staff attend the NH Immunization Conference as well as training required to maintain up to date knowledge of Vaccine for Children policies, childcare assessment strategies and technology.
- 8.2.3 The Vendor shall visit and assess up to fifty percent (50%) of the enrolled local vaccine providers using the CDC/Immunization Section tools and guidelines. A report shall be submitted to the Immunization Section within seven (7) days of the visit. Distribute vaccination education materials to medical providers, staff and patients which include the benefits and risks.
- 8.2.4 Work toward a ninety-seven percent (97%) up-to-date vaccination rate for students enrolled in public schools
- 8.2.5 Educate a minimum of ten (10) childcare providers annually using Immunization Section developed tools and guidelines. Report results of the visits, as completed.



Exhibit A

9. Reporting Requirements

9.1 The Vendor shall provide a Quarterly Report within thirty (30) days of the quarter end that includes the following data to monitor program performance:

- 9.1.1 Number of uninsured children, adolescents and adults vaccinated at the primary clinic and at other venues.
- 9.1.2 Information on the interventions which were employed as a result of the needs assessment.
- 9.1.3 Number of children/adults vaccinated at school-based influenza clinics.
- 9.1.4 A detailed summary of educational and outreach materials distributed to childcare providers and other providers.

9.2 The Vendor shall provide an Annual Report at the end of each calendar year that includes the following data to monitor program performance:

- 9.2.1 Number of Vendor staff who conduct assessments that received annual training offered by the Immunization Section.
- 9.2.2 Number of Vendor staff who attended the NH Immunization Conference.
- 9.2.3 Information from the NH school survey reports to determine that children attending public school have up-to-date immunization coverage.
- 9.2.4 All assigned provider visits which were completed per CDC requirements and reported within seven (7) days of the visit.
- 9.2.5 The results, in detail, of the childcare visits to be submitted, as completed.
- 9.2.6 List of (ten) 10 childcare providers educated on using Immunization Section developed tools and guidelines in accordance with Section 8.2.5.

10. Performance Measures

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

10.1 Ensure that a minimum of ninety-seven percent (97%) of public school children are vaccinated with all required school vaccines.

10.2 Ensure that seventy percent (70%) of school-aged children are vaccinated against influenza as reported by the Immunization Information System, when available.



Part C: STD/HIV/HCV Clinical Services and HIV/HCV Priority Testing

11. Project Description

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

12. Required STD, HIV and HCV Activities and Deliverables

12.1 Utilizing the Disease Control Emergency State General Funds allocated for this contract, in accordance with Exhibit B Method and Conditions Precedent to Payment, the Vendor shall develop a Workplan within thirty (30) days of the contract effective date that addresses the increased risks associated with infectious disease due to substance misuse in the Vendor's community.

12.1.1 The Vendor shall submit the Workplan of activities appropriate for the community for Department approval. Potential uses would include but is not limited to:

12.1.1.1 Expand STD, HIV, HCV screening efforts; and/or
12.1.1.2 Enhance existing community health worker outreach.

12.2 The Vendor shall provide the following STD/HIV/HCV Clinical Services:

12.2.1 HIV and HCV counseling and referral services.
12.2.2 HIV testing utilizing 4th generation HIV testing for those individuals who meet criteria and rapid testing technology for all others in accordance with CDC treatment guidelines.
12.2.3 HCV testing utilizing rapid test technology for those who meet criteria in accordance with CDC treatment guidelines. For clients who test positive, the Vender shall submit specimens to the NH Public Health Laboratories (NH PHL) for RNA testing.
12.2.4 No-cost STD testing based on IDPICSS criteria.
12.2.5 Accept referrals from the Department of active or on-going TB disease investigation clients and offer HIV testing.
12.2.6 An annual reasonable fee scale which includes itemized cost for an office visit and screening for each of the following: HIV, HCV, syphilis, gonorrhea and chlamydia for those who are not eligible for no-cost services based on IDPICSS criteria.
12.2.7 An annual protocol outlining how the Vendor will procure, store, dispense and track STD medication according to CDC guidelines.



Exhibit A

12.3 The Vendor shall provide the following HIV/HCV Testing Activities:

12.3.1 Voluntary confidential HIV Counseling, Testing and Referral Services utilizing 4th generation HIV testing for those individuals who meet criteria and rapid testing technology for all others in accordance with CDC treatment guidelines, to the following priority populations identified to be at increased risk of HIV infection:

12.3.1.1 Sex and needle sharing partners of people living with HIV
12.3.1.2 Men who have sex with men
12.3.1.3 Black or Hispanic women
12.3.1.4 Individuals who have ever shared needles
12.3.1.5 Individuals who were ever incarcerated
12.3.1.6 Contacts to a positive STD case and those who are symptomatic of a bacterial STD
12.3.1.7 Individuals who report trading sex for money, drugs, safety or housing

12.3.2 Provide voluntary confidential HCV Counseling, Testing and Referral Services using rapid testing technology in accordance with CDC treatment guidelines to the following priority populations identified to be at increased risk of HCV infection:

12.3.2.1 Individuals who have ever shared needles or drug works for injection drug use
12.3.2.2 Individuals who were ever incarcerated
12.3.2.3 Individuals born between 1945 and 1965 (the "baby boomers" generation)

12.3.3 Provide voluntary confidential STD testing and/or treatment based on criteria set forth by IDPICSS.

12.3.3.1 Submit all specimens that qualify for no-cost testing based on criteria set forth by DPHS to the NH PHL.
12.3.3.2 Ensure all clients with a positive STD test are treated based on the most recent CDC STD Treatment Guidelines.
12.3.3.3 Ensure all clients who present as a contact to a positive STD client are tested and treated based on the most recent CDC STD Treatment Guidelines.

12.3.4 Perform an annual review of the agency's recruitment plan detailing how the agency will access the priority populations indicated above.

12.4 The Vendor shall provide the following patient follow-up for STD/HIV/HCV Clinical Services and HIV/HCV Targeted Testing

Exhibit A

12.4.1 Notify the IDPICSS of all HIV preliminary reactive rapid test results no later than 4:00 PM the following business day. Notification allows the IDPICSS to coordinate expedited confirmatory testing at the NH PHL.

12.4.2 Provide the IDPICSS with access to patients with positive diagnoses for the purpose of eliciting, identifying and locating information on sexual and/or needle sharing partners.

12.4.3 Assist the IDPICSS in partner elicitation by interviewing patients with a presumed or definitive STD and/or HIV diagnosis. The interview period for each disease is specified in the protocols developed by the CDC Partner Services Guidelines. Information gathered will be provided to the IDPICSS no later than the next business day, this includes electronic documentation.

12.4.4 Ensure that a minimum of one (1) Vendor staff member has completed the CDC Passport to Partner Services training, as funded by the IDPICSS Capacity Building Vendor. In the event of an outbreak of STD/HIV, provide assistance with STD/HIV investigations within the Vendor's service area and adhere to DPHS disease investigation standards for those investigations.

12.4.5 Perform an annual review of the following:

12.4.5.1 Protocol that outlines the process of referring HIV positive clients into medical care which includes the steps taken to document a client has attended their first medical appointment with a HIV medical care provider.

12.4.5.2 Protocol that outlines the process of referring HCV antibody positive clients into medical care. Specifically, the steps taken for clients who test HCV antibody positive and receive RNA testing at time of antibody screening and how those who are confirmed RNA positive have documentation of attendance at their first medical appointment. Additionally, the steps taken for clients who test HCV antibody positive and are not offered a RNA test on site, the steps taken to document the client has been referred to an appropriate provider for RNA testing.

12.4.5.3 Protocol of the risk screening process that ensures services are being offered to the at risk populations defined by the IDPICSS or supported by other funding sources

12.4.5.4 Protocol outlining how the Vendor will procure, store, dispense and tract STD medication according to CDC guidelines

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

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



Exhibit A

13. Compliance and Reporting Requirements

13.1 The Vendor shall:

13.1.1 Comply with the DHHS, DPHS security and confidentiality guidelines related to all Protected Health Information (PHI). In addition, the Vendor shall 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.

13.1.2 Refer to Exhibit K, DHHS Information Security Requirements, of this contract for secure transmission of data.

13.1.3 Identify an individual who will serve as the Vendor's single point of contact for STD/HIV/HCV Clinical Services and who will ensure accurate timely reporting and respond to the IDPICSS' inquiries.

13.1.4 Properly complete and submit all required documentation on appropriate forms supplied by the IDPICSS for each client supported under this agreement which shall include client visit and testing data collection forms within thirty (30) days of specimen collection.

13.1.5 Maintain ongoing medical records that comply with the NH Bureau of Health Facility requirements for each client which shall be available upon request.

13.1.6 Review all documentation for completeness and adherence to reporting protocols to ensure quality of data.

14. Numbers Served

14.1 The Vendor shall ensure:

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

14.1.2 Non-healthcare HIV/HCV Testing Services will be provided to a minimum of fifty (50) individuals and a minimum of one (1) newly diagnosed HIV case will be identified per year.

15. Performance Measures

15.1 The Vendor shall ensure:

15.1.1 Ninety-five percent (95%) of newly identified, confirmed HIV positive test results will be returned to clients within thirty (30) days.

15.1.2 Ninety-five percent (95%) of newly identified HIV positive cases referred to medical care will attend their first medical appointment within thirty (30) days of receiving a positive test result.

15.1.3 Eighty percent (80%) of individuals diagnosed with Chlamydia will receive appropriate treatment within fourteen (14) days of specimen collection.



15.1.4 Eighty percent (80%) of individuals diagnosed with Gonorrhea will receive appropriate treatment within fourteen (14) days of specimen collection.

15.1.5 Eighty percent (80%) of individuals diagnosed with Primary or Secondary Syphilis will receive appropriate treatment within fourteen (14) days of specimen collection.

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

16. Deliverables

16.1 The Vendor shall submit a Workplan and associated budgets to the Department for Department approval within thirty (30) days of the contract effective date for the activities to address the increased risks associated with infectious disease due to substance misuse in the community.



Exhibit B

Method and Conditions Precedent to Payment

1) The State shall pay the Vendor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Vendor pursuant to Exhibit A, Scope of Services.

   1.1. This contract is funded with:

      1.1.1. Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.733, Federal Award Identification Number (FAIN) #H23IP000986; CFDA #93.940, FAIN #U62PS924538; CFDA #93.268, FAIN #H23IP000757; and CFDA #93.997, FAIN #H25PS004339.

      1.1.2. Disease Control Emergency Funds (State General Funds)

      1.1.3. State General Funds

   1.2. The Vendor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Vendor's current and/or future funding.

2) Payment for said services shall be made monthly as follows:

   2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred monthly in the fulfillment of this agreement, and shall be in accordance with the approved line items in Exhibits B-1 (Pgs. 1-5) and B-2 (Pgs. 1-4).

   2.1. Payment for infectious disease-related Substance Misuse Services shall be on a cost reimbursed basis for actual expenditures for up to thirty-five thousand dollars ($35,000) in accordance with a Department-approved Workplan and associated budgets submitted to the Department within thirty (30) days of the contract effective date in accordance with Exhibit A, Subsections 12.1.1 and 16.1.

   2.2. The Vendor shall submit monthly invoices in a form satisfactory to the State by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month, in accordance with Exhibits B-1 (Pgs. 1-5) and B-2 (Pgs. 1-4). Invoices must be completed, signed, dated and returned to the Department in order to initiate payment. The State shall make payment to the Vendor within thirty (30) days of receipt of each accurate and correct invoice.

   2.3. The final invoice shall be due to the State no later than forty (40) days after the contract completion date, block 1.7 of the Form P-37, General Provisions.

   2.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or mail to:

      Financial Administrator
      Department of Health and Human Services
      Division of Public Health Services
      29 Hazen Drive
      Concord, NH 03301

   2.5. Payments may be withheld pending receipt of required reporting as identified in Exhibit A, Scope of Services.

Exhibit B

3) Notwithstanding anything to the contrary herein, the Vendor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

4) Notwithstanding paragraph 18 of the General Provisions P-37; changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation and adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and without Governor and Executive Council approval, if needed and justified.

EXHIBIT B-1 BUDGET

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

Bidder Name: Manchester Health Department

Budget Request for: Immunization Program (Core)
(Name of RFP)

Budget Period: SFY 2019

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 65,800.28	$ -	$ 65,800.28	
2. Employee Benefits	$ 17,484.72	$ -	$ 17,484.72	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ 225.00	$ -	$ 225.00	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ 650.00	$ -	$ 650.00	
Medical	$ 4,500.00	$ -	$ 4,500.00	
Office	$ 100.00	$ -	$ 100.00	
6. Travel	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ 240.00	$ -	$ 240.00	
12. Subcontracts/Agreements	$ 1,000.00	$ -	$ 1,000.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 90,000.00	$ -	$ 90,000.00	

Indirect As A Percent of Direct 0.0%

Vendor Initials JC
Date 6/5/19

EXHIBIT B-1 BUDGET

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

Bidder Name: Manchester Health Department

Budget Request for: Immunization Adult Program
(Name of RFP)

Budget Period: SFY 2019 (July 2018 - Sept 2018)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 17,388.02	$ -	$ 17,388.02	
2. Employee Benefits	$ 2,716.98	$ -	$ 2,716.98	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 500.00	$ -	$ 500.00	
Office	$ -	$ -	$ -	
6. Travel	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 2,000.00	$ -	$ 2,000.00	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ 250.00	$ -	$ 250.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 22,855.00	$ -	$ 22,855.00	

Indirect As A Percent of Direct 0.0%

Vendor Initials JC
Date 6/6/18

EXHIBIT B-1 BUDGET

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

Bidder Name: Manchester Health Department

Budget Request for: HIV Prevention
(Name of RFP)

Budget Period: SFY 2019

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 53,433.12	$ -	$ 53,433.12	
2. Employee Benefits	$ 11,466.88	$ -	$ 11,466.88	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ 600.00	$ -	$ 600.00	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 2,000.00	$ -	$ 2,000.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 6,000.00	$ -	$ 6,000.00	
Office	$ 600.00	$ -	$ 600.00	
6. Travel	$ 400.00	$ -	$ 400.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ 7,000.00	$ -	$ 7,000.00	
12. Subcontracts/Agreements	$ 1,000.00	$ -	$ 1,000.00	
13. Other (specific details mandatory):	$ 5,000.00	$ -	$ 5,000.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 87,500.00	$ -	$ 87,500.00	

Indirect As A Percent of Direct 0.0%

Vendor Initials QC
Date 6/5/18

EXHIBIT B-1 BUDGET

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

Bidder Name: Manchester Health Department

Budget Request for: STD Prevention
(Name of RFP)

Budget Period: SFY 2019

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ -	$ -	$ -	
2. Employee Benefits	$ -	$ -	$ -	
3. Consultants	$ 15,210.00	$ -	$ 15,210.00	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance		$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ 190.00	$ -	$ 190.00	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ -	$ -	$ -	
6. Travel	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 15,400.00	$ -	$ 15,400.00	

Indirect As A Percent of Direct 0.0%

Vendor Initials GC
Date 6/5/18

EXHIBIT B-1 BUDGET

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

Bidder Name: Manchester Health Department

Budget Request for: Tuberculosis Control
(Name of RFP)

Budget Period: SFY 2019

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 25,168.00	$ -	$ 25,168.00	
2. Employee Benefits	$ 2,782.00	$ -	$ 2,782.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 250.00	$ -	$ 250.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 1,000.00	$ -	$ 1,000.00	
Office	$ 100.00	$ -	$ 100.00	
6. Travel	$ 1,400.00	$ -	$ 1,400.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ 100.00	$ -	$ 100.00	
12. Subcontracts/Agreements	$ 2,200.00	$ -	$ 2,200.00	
13. Other (specific details mandatory):	$ 2,000.00	$ -	$ 2,000.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 35,000.00	$ -	$ 35,000.00	

Indirect As A Percent of Direct 0.0%

Vendor Initials QC
Date 6/5/18

EXHIBIT B-2 BUDGET

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

Bidder Name: Manchester Health Department

Budget Request for: Immunization Program (Core)
(Name of RFP)

Budget Period: SFY 2020

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 65,800.28	$ -	$ 65,800.28	
2. Employee Benefits	$ 17,484.72	$ -	$ 17,484.72	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ 225.00	$ -	$ 225.00	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ 650.00	$ -	$ 650.00	
Medical	$ 4,500.00	$ -	$ 4,500.00	
Office	$ 100.00	$ -	$ 100.00	
6. Travel	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ 240.00	$ -	$ 240.00	
12. Subcontracts/Agreements	$ 1,000.00	$ -	$ 1,000.00	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 90,000.00	$ -	$ 90,000.00	

Indirect As A Percent of Direct 0.0%

Vendor Initials QC
Date 6/5/18

EXHIBIT B-2 BUDGET

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

Bidder Name: Manchester Health Department

Budget Request for: HIV Prevention
(Name of RFP)

Budget Period: SFY 2020

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$53,433.12	$ -	$ 53,433.12	
2. Employee Benefits	$11,466.88	$ -	$ 11,466.88	
3. Consultants	$-	$ -	$ -	
4. Equipment:	$-	$ -	$ -	
Rental	$-	$ -	$ -	
Repair and Maintenance	$600.00	$ -	$ 600.00	
Purchase/Depreciation	$-	$ -	$ -	
5. Supplies:	$-	$ -	$ -	
Educational	$1,000.00	$ -	$ 1,000.00	
Lab	$-	$ -	$ -	
Pharmacy	$-	$ -	$ -	
Medical	$6,000.00	$ -	$ 6,000.00	
Office	$600.00	$ -	$ 600.00	
6. Travel	$400.00	$ -	$ 400.00	
7. Occupancy	$-	$ -	$ -	
8. Current Expenses	$-	$ -	$ -	
Telephone	$-	$ -	$ -	
Postage	$-	$ -	$ -	
Subscriptions	$-	$ -	$ -	
Audit and Legal	$-	$ -	$ -	
Insurance	$-	$ -	$ -	
Board Expenses	$-	$ -	$ -	
9. Software	$-	$ -	$ -	
10. Marketing/Communications	$-	$ -	$ -	
11. Staff Education and Training	$1,500.00	$ -	$ 1,500.00	
12. Subcontracts/Agreements	$1,000.00	$ -	$ 1,000.00	
13. Other (specific details mandatory):	$4,000.00	$ -	$ 4,000.00	
	$-	$ -	$ -	
	$-	$ -	$ -	
	$-	$ -	$ -	
TOTAL	$ 80,000.00	$ -	$ 80,000.00	

Indirect As A Percent of Direct 0.0%

Vendor Initials SDC
Date 6/5/18

EXHIBIT B-2 BUDGET

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

Bidder Name: Manchester Health Department

Budget Request for: STD Prevention
(Name of RFP)

Budget Period: SFY 2020

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ -	$ -	$ -	
2. Employee Benefits	$ -	$ -	$ -	
3. Consultants	$ 15,210.00	$ -	$ 15,210.00	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 190.00	$ -	$ 190.00	
Office	$ -	$ -	$ -	
6. Travel	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 15,400.00	$ -	$ 15,400.00	

Indirect As A Percent of Direct 0.0%

Vendor Initials JC
Date 6/5/18

EXHIBIT B-2 BUDGET

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

Bidder Name: Manchester Health Department

Budget Request for: Tuberculosis Control
(Name of RFP)

Budget Period: SFY 2020

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 25,168.00	$ -	$ 25,168.00	
2. Employee Benefits	$ 2,782.00	$ -	$ 2,782.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 250.00	$ -	$ 250.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ 1,000.00	$ -	$ 1,000.00	
Office	$ 100.00	$ -	$ 100.00	
6. Travel	$ 1,400.00	$ -	$ 1,400.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ 100.00	$ -	$ 100.00	
12. Subcontracts/Agreements	$ 2,200.00	$ -	$ 2,200.00	
13. Other (specific details mandatory):	$ 2,000.00	$ -	$ 2,000.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 35,000.00	$ -	$ 35,000.00	

Indirect As A Percent of Direct 0.0%

Vendor Initials SC
Date 6/5/18

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials SC
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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

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

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

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

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

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

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

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

4. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and replaced with:

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

6/5/18
Date

Name: Joyce Craig
Title: Mayor

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

6/5/18
Date

Name: Joyce Craig
Title: Mayor

Contractor Initials
Date 6/5/18

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name:

Date 6/5/18

Name: Joyce Craig
Title: Mayor

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name:

6/5/18
Date

Name: Joyce Craig
Title: Mayor

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/5/18
Date

Name: Joyce Craig
Title: Mayor

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	City of Manchester
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
PATRICIA TILLEY	Joyce Craig
Name of Authorized Representative	Name of Authorized Representative
Deputy Director DPHS	Mayor
Title of Authorized Representative	Title of Authorized Representative
6/12/18	6/5/18
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/5/18
Date

Name: Joyce Craig
Title: Mayor

FORM A

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

1. The DUNS number for your entity is: 790913636

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



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, anti-hacker, 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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov