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

Lori A. Weaver  
Commissioner

Iain N. Watt  
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 4, 2024

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with Clarke Environmental Mosquito Management, Inc. (VC #354864), Saint Charles, Illinois, to provide on-call aerial mosquito spraying by exercising a contract renewal option by extending the completion date from December 31, 2024 to June 30, 2028, effective January 1, 2025, upon Governor and Council approval, with no change to the price limitation stipulation, as specified in block 1.8 of the Form P-37 of the original contract. 100% General Funds.

The cost of this contract is paid through the Department of Health and Human Services, Division of Public Health Services, budgeted Class 547, Disease Control Emergency Funds. The funds are not permitted to be used unless there are sufficient appropriated funds to cover the expenditure.

The original contract was approved by Governor and Council on June 24, 2020, item #37.

**EXPLANATION**

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source be identified as sole source. The service is needed in the event of a declared health emergency pertaining to arboviral virus, and the contractor is the only vendor that can provide the State of New Hampshire with aerial spraying and monitoring within twenty-four (24) hours of notification and spray within specific area coordinates. The use of this vendor also ensures there will be no lapse or wait if the need occurs on a weekend or holiday.

The purpose of this request is for the Contractor to continue providing on-call aerial spraying services in the event of a declared State emergency related to mosquito-borne disease. The Contractor will continue to guarantee aircraft and ground support teams are in position to perform aerial ultra-low volume (ULV) operations upon receiving notification from the State; provide the chemical used; security of the chemical; efficacy testing to evaluate the success of chemical application; and communication support. In the event of an emergency requiring these services, the Department will coordinate with the relevant local authorities to ensure proper messaging and safety for residents and other infrastructure.

The Department will continue to monitor services through the following performance measures:

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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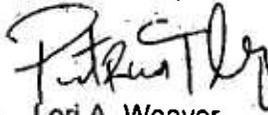
- Services are provided within twenty-four (24) hours of receiving notification of a declaration of a health emergency for mosquito-borne illness.
- Aerial spraying is completed within the provided area coordinates.

As referenced in Exhibit C-1, Revisions to Special Provisions, of the original agreement, the parties have the option to extend the agreement for up to four (4) 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 three (3) years and six (6) months of the four (4) years available.

Should the Governor and Council not authorize this request, the state would not have on demand aerial spray response capacity in the event of a declared health emergency related to mosquito-borne illness.

Area served: Statewide

Respectfully submitted,

  
Lori A. Weaver  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Emergency Aerial Mosquito Control contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Clarke Environmental Mosquito Management, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2020 (Item #37), 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, 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 1.7, Completion Date, to read:  
June 30, 2028
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective January 1, 2025, 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

11/13/2024  
\_\_\_\_\_  
Date

DocuSigned by:  
*Iain Watt*  
D7788863E9704C7  
\_\_\_\_\_  
Name: Iain watt  
Title: Director - DPHS

Clarke Environmental Mosquito Management, Inc.

11/12/2024  
\_\_\_\_\_  
Date

Signed by:  
*Miranda Schield*  
1B488C957823479...  
\_\_\_\_\_  
Name: Miranda schield  
Title: VP, Marketing

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

OFFICE OF THE ATTORNEY GENERAL

11/14/2024

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:

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. is a Illinois Profit Corporation registered to transact business in New Hampshire on April 28, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 725249

Certificate Number: 0006802684



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of November A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Steven B Rizzi, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Clarke Environmental Mosquito Management, Inc  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 1, 2024, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Michael Muldoon, VP, Head of Global Sales and Service; Miranda Schield, VP of Marketing  
(may list more than one person) (Name and Title of Contract Signatory)

is duly authorized on behalf of Clarke Environmental Mosquito Management, Inc to enter into contracts or agreements with the State (Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment 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 corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/29/2024

Steven B Rizzi  
Signature of Elected Officer  
Name: Steven B. Rizzi  
Title: CFO



JUN09'20 PM 4:00 DAS

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Lori A. Shlbinette  
Commissioner

Lisa M. Morris  
Director

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

29 HAZEN DRIVE, CONCORD, NH 03301  
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April 27, 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 award a **Sole Source** contract with Clarke Environmental Mosquito Management, Inc. (VC#TBD), Saint Charles, Illinois in the amount to be determined for on call aerial mosquito spraying across the State when a Declaration of State Emergency is made by the Governor, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through December 31, 2024. 100% General Funds.

The cost of this contract will be paid through Department of Health and Human Services, Division of Public Health budgeted Class 547, Disease Control Emergency Funds. The funds are not permitted to be used unless there are sufficient appropriated funds to cover the expenditure.

**EXPLANATION**

This request is **Sole Source** because the vendor is the only vendor able to provide the necessary services. The vendor is the only vendor who can provide the State of New Hampshire with aerial spraying and monitoring within twenty-four (24) hours of being notified and provided with coordinates of the area that needs to be sprayed. The benefit of having a vendor on-call to do aerial spraying is that the State does not have to wait until after an emergency is declared to enable services. Services through this contract are available twenty-four-seven (24/7), there will not be a lapse or a wait if the declaration is made on a weekend or holiday.

The purpose of this request is for the vendor to provide on-call aerial spraying services when a Declaration of State Emergency is made by the Governor. Mosquito-borne diseases have become an important public health issue. Specifically, West Nile virus and Eastern Equine Encephalitis virus, referred to as arboviral diseases, are documented in the state and have resulted in human and animal illnesses and deaths.

The vendor will guarantee aircraft and ground support teams are in position to perform aerial ultra-low volume (ULV) Operations upon receiving notification. The vendor will provide the chemical to be used; security for the chemical; efficacy testing to evaluate the success of chemical application; coordination of aircraft to be used; and public relations support in the event aerial application of mosquito control agents is needed during an arboviral illness outbreak. As seen during the 2019 mosquito season, intense arboviral activity requires a coordinated and aggressive response. It is anticipated that coming seasons will be equally active, although Eastern Equine Encephalitis virus seasons are difficult to predict. It is not yet known where or how Eastern Equine Encephalitis overwinters, or the cause of season severity. Because of the difficult nature of

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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mosquito-borne disease prediction, the ability to respond with aerial control on short notice is critical to preserve life and manage outbreaks.

The Department will monitor contracted services using the following performance measures:

- Ensuring the vendor provides services within twenty four (24) hours of receiving a request for services.
- Ensuring aerial spraying is completed within the provided coordinates.

As referenced in Exhibit C-1 of the attached contract, the parties have the option to extend the agreement for up four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request and the Governor declares a Declaration of a State Emergency due to mosquito-borne illness, the State will be at risk of not having aerial spray response capacity to reduce the risk of illness and death for New Hampshire residents.

Area served: Statewide

Source of Funds: General Funds

Respectfully submitted,



Lori A. Shibinette  
Commissioner

FUM

FORM NUMBER P-37 (version 5/8/15)

Subject: Emergency Aerial Mosquito Control (SS-2017-DPHS-09-Emercy)

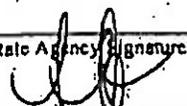
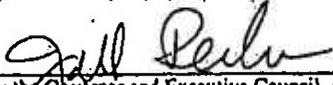
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Clarke Environmental Mosquito Management, Inc.		1.4 Contractor Address 675 Sidwell Court Saint Charles, IL 60174	
1.5 Contractor Phone Number (630) 894-2000	1.6 Account Number TBD	1.7 Completion Date December 31, 2024 <del>December 31, 2021</del> MM	1.8 Price Limitation Based on Declaration of State of Emergency by the Governor
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mike Muldoon, Director of Domestic Sales	
1.13 Acknowledgement: State of _____, County of _____  On _____, 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)			
1.13.2 Name and Title of Notary or Justice of the Peace  _____			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: 4/27/2024  Assoc. Comm	
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: 8/1/20			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Emergency Aerial Mosquito Control



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.300.

**2. Contractor Credentials**

- 2.1. The Contractor shall provide, within five (5) business days of the contract effective date, a copy of its:
  - 2.1.1. Federal Aviation Administration operating certificate for commercial agricultural aircraft operations within five (5) days of the contract effective date.
  - 2.1.2. Current license as a commercial applicator in categories that enable the aerial application of a pesticide for adult mosquito control in the State of New Hampshire as issued by the Department of Agriculture.
  - 2.1.3. New Hampshire pesticide applicator business license.
- 2.2. The Contractor shall provide, within five (5) business days of the contract effective date, a copy of the pesticide certification and individual commercial applicator license for each:
  - 2.2.1. Pilot.
  - 2.2.2. Applicator.
  - 2.2.3. Support crew.
  - 2.2.4. Any individual who will apply or directly use pesticides.
- 2.3. The Contractor shall provide, within five (5) business days of receiving a written request from the Department, a copy of each pilot's qualifications and certifications, which must include but is not limited to:

**New Hampshire Department of Health and Human Services  
Emergency Aerial Mosquito Control**



**Exhibit A**

- 
- 2.3.1. A current Federal Aviation Administration (FAA) commercial pilot, fixed-wing certificate.
  - 2.3.2. Federal Aviation Regulations (FAR) 137 endorsements.
  - 2.3.3. A notarized statement that proclaims currency in FAR 137.
  - 2.3.4. Appropriate medical certification, as required by the FAR 137.
- 3. Scope of Services**
- 3.1. The Contractor shall ensure availability of, at minimum, one (1) individual who shall be designated to provide:
    - 3.1.1. Supervision.
    - 3.1.2. On-going communication.
    - 3.1.3. Coordination of services.
    - 3.1.4. Answers to questions.
  - 3.2. The Contractor shall provide public relations services, as appropriate, through their public relations firm, The McGowan Group. The Contractor shall:
    - 3.2.1. Ensure the Department has access to the Contractor's public relations group should there be a need for handling emergency response and/or West Nile virus outbreak situation. The public relations group shall provide services that include, but are not limited to:
      - 3.2.1.1. Preparation of public information announcements.
      - 3.2.1.2. New releases.
      - 3.2.1.3. Service and pesticide product fact sheets.
      - 3.2.1.4. Call center operations with assistance and training.
      - 3.2.1.5. Citizen Q&A responses.
      - 3.2.1.6. Assistance with news media interview, which includes but is not limited to:
        - 3.2.1.6.1. Television.
        - 3.2.1.6.2. Radio.
        - 3.2.1.6.3. Newspapers.
    - 3.2.2. Ensure any news releases by the Contractor or any subcontractor has Department approval prior to being released, including but not limited to, all items addressed in Section 3.2.1, above.

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- 3.3. The Contractor shall accept treatment site information from the Department in one of the following manners, as listed by most preferable to least acceptable:
  - 3.3.1. Polygon SHP files with metadata (ArcView) or MIF files (MapInfo) or mutually agreed upon alternate file format, such as Microsoft MapPoint.
  - 3.3.2. Individual spray block corner coordinates (Lat/Lon, WGS84) with electronic files (DBF, XLS, CSV or TXT).
  - 3.3.3. Color image file of map with electronic mark-up of the treatment areas, exclusion areas, and known hazards.
  - 3.3.4. Paper maps indicating treatment areas, exclusion zones, and hazards. Paper maps should be:
    - 3.3.4.1. Clear.
    - 3.3.4.2. No smaller than 8.5 X 11 inches
    - 3.3.4.3. No larger than 36 X 36 inches.
    - 3.3.4.4. Suitable for rapid processing.
- 3.4. The Contractor shall guarantee aircraft and ground support teams are in position to perform aerial ULV operations once notification is received. Minimum Contractor response times are as follows:
  - 3.4.1. 72 hours – 20,000 Minimum Call Out Program
  - 3.4.2. 24 hours – 200,000 Acre Guaranteed Core Program
  - 3.4.3. 24 hours – 400,000 Acre Guaranteed Core Program
- 3.5. The Contractor shall accept requests for aerial ULV services only when the spray block size is no less than 5,000 acres. The Contractor shall provide options for public relations, surveillance, pre and post trapping, and droplet size density in each of the three options for spray services as follows:
  - 3.5.1. 20,000 Acre Minimum Call Out Program
  - 3.5.2. 100,000 Acre Guaranteed Core Program.
  - 3.5.3. 200,000 Acre Guaranteed Core Program.
4. **Minimum Equipment Standards**
  - 4.1. The Contractor shall provide an FAA approved aircraft, equipped with ultra-low volume (ULV) spray systems for the dispersal of insecticides to control the adult mosquitoes over populated areas within the reach of the Department. The Contractor shall ensure, at minimum:
    - 4.1.1. Twin-engine turbine aircraft are utilized for aerial spray operations over congested areas.

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- 4.1.2. An updated list is provided to the Department prior to aerial spraying that lists all application aircraft presently owned, leased or subcontracted by the Contractor. The list shall, at a minimum contain:
  - 4.1.2.1. Make, model and registration number of each application aircraft.
  - 4.1.2.2. FAA certificate aircraft registration for each application aircraft.
  - 4.1.2.3. Standard airworthiness certificate for each application aircraft.
- 4.2. The Contractor shall maintain full regulatory compliance with all parts of the Federal Aviation Regulations (FAR 137). The Contractor shall:
  - 4.2.1. Have the ability to demonstrate the operation aircraft capability and compliance with FAR 137, Subpart C, 137.51.5.ii for operation over congested areas.
  - 4.2.2. Ensure aircraft utilized have sufficient power, with one engine out, to have an exemption of dumping the load (fuel/pesticide) over a congested area.
  - 4.2.3. Provide a statement of proof of a FAA exemption for FAR 137, Subpart C, 137.53[c][2] – load jettisoning for the operation of aircraft over congested areas.
- 4.3. The Contractor shall ensure all application aircraft are in good mechanical condition in accordance with FAR 137. The Contractor shall ensure:
  - 4.3.1. Each aircraft has a current 100 hour inspection.
  - 4.3.2. Each aircraft has a current annual inspection or progressive maintenance plan.
  - 4.3.3. The Department has easy access to the aircraft logbook to verify all necessary inspections. The aircraft logbook shall have information that includes, but is not limited to:
    - 4.3.3.1. Documentation of all new or overhauled engines having been flown for a minimum of five (5) hours before being used to provide any services outlined in this contract.
    - 4.3.3.2. Any test flights completed when a 100 hour inspection is due or in process.
  - 4.3.4. All aircraft and equipment used to deliver contract services are inspected prior to beginning services. If the Department requests additional testing, any operational costs incurred for completing safety test shall be the responsibility of the Contractor.

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- 4.4. The Contractor shall ensure all aircraft are equipped with ultra-low volume (ULV) equipment capable of dispensing the approved product at the U.S.E.P.A. registered label rate per acre. The Contractor shall:
  - 4.4.1. Ensure equipment is capable of producing spray droplets in the labeled range to achieve optimum control of the adult mosquito population.
  - 4.4.2. Provide the Department with a description of the spray system, which includes but is not limited to:
    - 4.4.2.1. The make and model of the system.
    - 4.4.2.2. Tank description.
    - 4.4.2.3. Pump and nozzle descriptions.
- 4.5. The Contractor shall perform and document characterization and calibration of aircraft spray systems prior to the initial commencement of the provisions for aerial ULV applications. The Contractor shall:
  - 4.5.1. Provide documentation of compliance with the US EPA directive, Pesticide Registration (PR) Notice 2005-1, Notice to Manufacturers, Producers, Formulators and Registrations of Pesticide Products, Recommendation 5; Aerial Application.
  - 4.5.2. Monitor calibration of aircraft spray systems with system flow meters.
  - 4.5.3. Ensure aircraft are equipped with Auto Flow Control systems that ensure precise application of dosage rate to compensate for any ground speed changes during flight.
  - 4.5.4. Provide the Department with documentation of flow meter calibration upon request.
- 4.6. The Contractor shall furnish all equipment necessary for each spraying project. The Contractor shall:
  - 4.6.1. Ensure all equipment and storage facilities are available for inspection and approval by the Department.
  - 4.6.2. Provide, upon Department request, documented descriptions of:
    - 4.6.2.1. Pesticide handling equipment.
    - 4.6.2.2. Support truck(s).
    - 4.6.2.3. Pumping system used.
    - 4.6.2.4. Forklift equipment.
- 4.7. The Contractor shall ensure each pilot operating the application aircraft(s) for spray operations is equipped with a Differentially Corrected Global

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Positioning System – Based Aircraft Tracking Guidance and Flight Path Recording System (DGPS). The Contractor shall:

4.7.1. Ensure aircraft DGPS:

- 4.7.1.1. Includes software designed for parallel offset in increments equal to the assigned swath width of the application aircraft.
- 4.7.1.2. Is available on aircrafts that have a course deviation indicator (CDI) or course deviation light bar installed.
- 4.7.1.3. Allows the flight log to be downloaded to an airport independent computer for post-flight analysis and review. The flight log shall differentiate between spray-on and spray-off when viewed on the computer monitor.
- 4.7.1.4. Has been used operationally in a similar type of aerial application program with demonstrated success.
- 4.7.1.5. Is utilized only by pilot(s) who have prior demonstrated experience with the system.

4.7.2. Meet the following minimum equipment requirements and support for DGPS. The Contractor shall:

- 4.7.2.1. Provide all DGPS equipment, materials, computers (including additional computers other than the aircraft computer for post flight analysis and review), printers, personnel and services required for system use. The guidance equipment shall be capable of accurately guiding the aircraft while flying at application altitude, along parallel flight lines equal to the assigned swath width of the application aircraft, in blocks designated by the Department.
- 4.7.2.2. Ensure the aircraft is equipped with:
  - 4.7.2.2.1. A GPS navigation system, such as AgNav, for precision mosquito control application.
  - 4.7.2.2.2. An onboard, in-flight weather system, such the AIMMS-20 to enable the measurement of real time weather data, including wind speed, wind direction, temperature and relative humidity at the ULV application altitude.
- 4.7.2.3. Ensure the system is sufficiently sensitive to provide immediate deviation indications and sufficiently accurate to keep the aircraft on the desired flight path.
- 4.7.2.4. Ensure all equipment is installed in accordance with STC or an FAA-ONE-TIME approval and FAA Form 337,

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- by an appropriately qualified, licensed A&P mechanic/inspector.
- 4.7.2.5. Ensure differential correction coverage for the complete operation area.
  - 4.7.2.6. Provide a post-flight processing computer and software that is capable of displaying track, altitude and ground speed of aircraft during flight, with differentiation between standard flight and flight when the application system is on/off. The software must have the ability to export files in a format that is compatible with .shp format systems (ArcView) and must be on a data storage medium, as agreed upon with the Department.
  - 4.7.2.7. Provide 24-hour on-call equipment service and operator support.
- 4.7.3. Ensure DGPS minimum technical requirements include:
- 4.7.3.1. Precision GPS tracking and guidance with pilot-selected cross-track error readout that is adjustable down to three (3) feet.
  - 4.7.3.2. Visual display monitor capable of displaying swath width over flight path. The monitor must be mounted in the aircraft in a location that allows the pilot to view the screen with either direct or peripheral vision. The monitor may display in real time or be available for in-flight access immediately after application has ceased.
  - 4.7.3.3. Variable swath width entry.
  - 4.7.3.4. Record logging capabilities at a minimum rate of one second intervals. Full record includes position, time, altitude, speed, track, application system on/off, aircraft number, pilot, job name or number, and differential correction status.
- 4.7.4. System memory capable of storing up to eight (8) hours of continuous flight log data.
- 4.7.5. A feature that alerts pilots when he/she are about to enter/exit a specific treatment block or an exclusion area within a block, which shall include a method to display exclusion areas to indicate sensitive; or no spray areas within treatment blocks.
- 4.7.6. HOME navigational feature that provides instant range and bearing to the home base airport.
- 4.7.7. MARK feature that allows return to point in any swath before or after equipment shutdown.

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- 4.8. The Contractor shall ensure all aircraft are equipped with the AgNav GPS navigation system for precision mosquito control application. The Contractor shall ensure:
- 4.8.1. Aircraft GPS capabilities include, but are not limited to:
    - 4.8.1.1. Pre-flight planning.
    - 4.8.1.2. Programmable swath width.
    - 4.8.1.3. In-flight light bar parallel swath guidance.
    - 4.8.1.4. Post-flight data viewing and mapping.
    - 4.8.1.5. Output records of acres treated.
    - 4.8.1.6. Pesticide product applied for each application mission.
  - 4.8.2. The Department receives post mission GPS maps and reports within 24 - 48 hours of each completed mission verifying:
    - 4.8.2.1. The performance of each aircraft.
    - 4.8.2.2. Acres treated.
    - 4.8.2.3. Amount of product applied.
- 4.9. The Contractor shall ensure primary aircraft are:
- 4.9.1. Upgraded to include the AIMMS-20 Meteorological Onboard Weather System, which provides real time data available at the aerial ULV application spray altitude. AIMMS-20 data includes, but is not limited to:
    - 4.9.1.1. Windspeed.
    - 4.9.1.2. Wind direction. Temperature.
    - 4.9.1.3. Relative humidity.
  - 4.9.2. Equipped with the FlightMaster aerial spray guidance system that:
    - 4.9.2.1. Links the AgNav and the AIMMS-20 for real time optimization of aerial ULV applications
    - 4.9.2.2. Uses real time weather data to calculate spray cloud position and redirection of the aircraft to ensure effective control of flying adult mosquitoes with the spray block.
    - 4.9.2.3. Provides the capability of providing flight line guidance to maximize adult mosquito mortality and minimize spray deposit in an exclusion zone.
- 4.10. The Contractor shall ensure each aircraft is equipped with at least two onboard operating 720 channel VHF aircraft communication radios. The radios must meet minimum requirements needed to communicate directly with:

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- 4.10.1. Other spraying aircraft.
- 4.10.2. Ground crew.
- 4.10.3. FAA air traffic control.

**5. Safety and Regulatory Compliance**

- 5.1. The Contractor shall ensure all pilots, whether employed or subcontracted, have the ability to determine any and all hazards. This includes, but is not limited to:
  - 5.1.1. Flying each zone to be sprayed prior to the first application, if requested.
  - 5.1.2. Determining safety of the aircraft, its occupants and cargo, which includes, but is not limited to reviewing flight hours logged and rest periods.
- 5.2. The Contractor shall provide the pilot safety plan to the Department upon request. The pilot safety plan shall include, but not be limited to:
  - 5.2.1. A description of NVG equipment, including make and model.
  - 5.2.2. The pilot training program and certifications.
  - 5.2.3. NVG experience of each pilot.
  - 5.2.4. Documentation of compliance with CFR 14 FAR 61.31(k).
- 5.3. The Contractor shall equip all pilot staff with military grade night vision goggles (NVG) for aerial applications performed after sunset approximately 300 feet above ground level.
- 5.4. The Contractor shall provide a FAA Congested Area Plan as documentation of compliance with Federal Aviation Regulations (FAR 137.51). The plan shall include, but not be limited to:
  - 5.4.1. The letter of authorization and public notification.
  - 5.4.2. Anticipated map(s) of spray zone block(s).
  - 5.4.3. A description of storage and spill containment systems.
  - 5.4.4. Methods to comply with state and federal regulations, including but not limited to:
    - 5.4.4.1. The Federal Water Pollution Control Act (commonly known as the Clean Water Act). The Resource Conservation and Recovery Act (RCRA).
    - 5.4.4.2. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

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- 5.5. The Contractor shall ensure all employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property. The Contractor shall:
- 5.5.1. Provide a copy of the project specific Health and Safety Plan (HASP) to the Department upon request. The HASP shall be:
    - 5.5.1.1. Written in accordance with Occupational Safety and Health Standard 29 CFR 1910.120, "Hazardous Waste Operations and Emergency Response."
    - 5.5.1.2. Designed to identify, evaluate, and control safety and health hazards, and provide for emergency response activities.
  - 5.6. The Contractor shall maintain full compliance with the applicable state Aquatic Pesticide National Pollution Discharge Elimination System (NPDES) permit, which includes notifications, required plans, and reporting. The Contractor shall:
    - 5.6.1. Make the required filings or coordinate to ensure compliance with the Department's permit and plan.
    - 5.6.2. Obtain confirmation of permit coverage from the Department, in instances that the Contractor is not the 'operator' according to NPDES. The Contractor shall:
      - 5.6.2.1. Obtain a copy of the NPDES permit number and PBMP prior to services.
      - 5.6.2.2. Provide compliant recordkeeping as part of routine post-mission reporting.
  - 5.7. The Contractor shall abide by all current regulations issued by the FAA with regard to aircraft and insecticide safeguarding and security. The Contractor shall maintain an updated security plan and provide a copy to the Department. The plan shall ensure:
    - 5.7.1. All spray aircraft shall be disabled when not in use, and only authorized personnel can start and operate the aircraft.
    - 5.7.2. All support equipment and insecticide containers shall be secured when not in use.
    - 5.7.3. All spray aircraft shall be attended or guarded at all times, unless the airport is secured and gated.
    - 5.7.4. Guard services that are required for aircraft, insecticide, and/or equipment shall be provided at the expense of the Contractor.

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 Exhibit B



**Method and Conditions Precedent to Payment**

1. This contract shall be funded with general and federal funds available at the time that the Governor declares a state of emergency, in accordance with RSA 4:45 as defined in RSA 21-P:35, VII, that would require emergency aerial mosquito control services. Funds shall be encumbered at the time of the Governor's declaration.
2. The State shall pay the Contractor a fee-for-service basis as described in Table 1-3, below:

**Table 1 – Fee-for-Service Table- Base Services**

Item #	Item Description	20,000 Minimum Call Out	100,000 Acre Core Program (Guaranteed)	200,000 Acre Core Program (Guaranteed)
1	Base Price Per Acre (Including Duet Applied at 0.8 oz per acre)	\$2.20	\$2.10	\$2.00
2	Base Core Program Guarantee – Application Only (paid in 4 equal monthly payments)	N/A	\$210,000 (4 payments of \$52,000 per month)	\$400,000 (4 payments of \$100,000 per month)

**Table 2 – Fee-for-Service Table- Optional Services**

Item #	Item Description	20,000 Minimum Call Out	100,000 Acre Core Program (Guaranteed)	200,000 Acre Core Program (Guaranteed)
1	Public Relations	\$0.18	\$0.16	\$0.12
2	Surveillance – Pre & Post Efficacy Trapping	\$0.14	\$0.12	\$0.08
3	Surveillance – Spray Droplet Density Analysis	\$0.13	\$0.12	\$0.10
Total Price Per Acre:		\$2.65	\$2.50	\$2.30

**Table 3 – Fee-for-Service Table- ULV Application Services**

Item #	Item Description	Product	UOM	Price Per UOM
1	Aerial ULV Application (only)	Anvil 10+10 @ 0.62 fl. oz. / acre	Acre	\$1.04
2	Mosquito Adulticide Product	Anvil 10+10	Gallon	\$265

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**3. Payment for said services shall be made as follows:**

3.1. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.

3.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.

3.3. The Invoice must be submitted by mail or e-mail to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

E-mail: [dphscontractbilling@dhhs.nh.gov](mailto:dphscontractbilling@dhhs.nh.gov)

4. A final payment request shall be submitted no later than sixty (60) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.

5. Notwithstanding anything to the contrary herein, the Contractor 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.

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**SPECIAL PROVISIONS**

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C - Special Provisions

Contractor Initials MM



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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

New Hampshire Department of Health and Human Services  
Exhibit C



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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

New Hampshire Department of Health and Human Services  
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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

New Hampshire Department of Health and Human Services



Exhibit C-1

**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.

Exhibit C-1 – Revisions to General Provisions

Contractor Initials MM

Date 4-23-20

New Hampshire Department of Health and Human Services



Exhibit C-1

- 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 Subparagraph 14 of the General Provisions, Insurance, of this contract is replaced as follows:
  - 14. INSURANCE COVERAGE Clarke and Dynamic Aviation shall maintain aviation insurance policies. Clark shall provide the Department with proof of coverage. Certificates of insurance, separately from both Clarke and Dynamic Aviation, shall be submitted to the Department and include the following items or provisions:
    - 14.1 Current date shall be on the insurance certificate.
    - 14.2 Name of Clarke/Dynamic as the insured contractor/subcontractor, specific job by name, name of the insurer, number of the policy, its effective date, and its termination date.
    - 14.3 Statement that the insured shall endeavor to mail notice to the owner, at least thirty (30) calendar days prior to cancellation of the policy.
    - 14.4 The Department shall be named as 'additional insured' on the insured Clarke's and Dynamic's respective aviation liability and commercial general liability policies with respect to the operations of the named insured.
    - 14.5 Insurance carriers shall meet a minimum financial A.M. Best and Company rating of no less than - S&P Rating A "Excellent."
    - 14.6 Clarke shall provide proof of insurance coverage as submitted on a certificate of insurance that specifies the following coverage and limits:
      - 14.6.1 Worker's Compensation, as required under Worker's Compensation rules in the jurisdiction, employer's liability with limits of not less than:
        - 14.6.1.1 \$1,000,000 per employee per accident.
        - 14.6.1.2 \$1,000,000 disease aggregate.
        - 14.6.1.3 \$1,000,000 employee per disease.
      - 14.6.2 Automobile Liability:

Exhibit C-1 - Revisions to General Provisions

Contractor Initials MM

New Hampshire Department of Health and Human Services



Exhibit C-1

- 14.6.2.1 Bodily injury and property damage.
- 14.6.2.2 Including all vehicles owned, leased, hired and non-owned.
- 14.6.2.3 Limits of not less than \$1,000,000 combined single limit Bodily Injury and Property Damage.
- 14.6.2.4 Covering all work performed under this Agreement.
- 14.6.3 Aviation Liability
  - 14.6.3.1 Bodily injury and property damage for aircraft owned, leased, hired and non-owned, which are used to perform services under this agreement.
  - 14.6.3.2 \$5,000,000 per occurrence combined single limit aircraft liability, subject to \$250,000 passenger sub-limit.
  - 14.6.3.3 Excess aircraft liability insurance, excluding occupants – at least \$15,000,000.
  - 14.6.3.4 If any (contractor subcontractor) passengers are required by the Department for the performance of this contract, the following coverage shall apply when passenger exposure is reported to aviation insurer prior to flight:
    - 14.6.3.4.1 At least \$250,000 passenger bodily injury, each person
    - 14.6.3.4.2 At least \$10,000 medical expenses, each person subject to \$20,000 each occurrence
- 14.6.4 Commercial General Liability/Pollution Legal Liability
  - 14.6.4.1 \$1,000,000 per occurrence
  - 14.6.4.2 \$2,000,000 products/completed operations aggregate
  - 14.6.4.3 \$2,000,000 general aggregate subject to the terms and conditions of the policy, the bodily injury and property damage coverage provided by this policy if the drift of applied chemicals

Exhibit C-1 – Revisions to General Provisions

Contractor Initials MM

New Hampshire Department of Health and Human Services



Exhibit C-1



results in covered bodily injury and property damage.

14.6.4.4 \$15,000 pollution

14.6.5 Umbrella Liability Coverage

14.6.5.1 \$10,000 per occurrence/aggregate

14.7 Dynamic Aviation shall provide a certificate of insurance that specifies the following insurance coverage and minimum limits:

14.7.1 Worker's Compensation as required under Worker's Compensation rules in the jurisdiction, employer's liability with limits of not less than:

14.7.1.1 \$1,000,000 per employee per accident

14.7.1.2 \$1,000,000 disease aggregate.

14.7.1.3 \$1,000,000 employee per disease.

14.7.2 Commercial General Liability

14.7.2.1 \$10,000 each occurrence

14.7.2.2 \$5,000,000 personal and advertising injury

14.7.2.3 \$10,000,000 products - completed operations aggregate

14.7.3 Aviation and Hull Liability

14.7.3.1 \$5,000,000 each occurrence combined single limit aircraft liability, subject to \$100,000 passenger sub-limit

14.7.3.2 \$300,000 aerial application chemical drift coverage.

4 Governmental entities within the State of New Hampshire reserve the right and opportunity to "Piggy Back" and aerial services contract off this State of New Hampshire contract and price.

5 The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit D

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

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

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

Vendor Name: Clarke Environmental Mosquito Management, Inc.

4/30/2020

Date

Name: Mike Muldoon  
Title: Director of Domestic Sales

New Hampshire Department of Health and Human Services  
Exhibit E



**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

Vendor-Name: Clarke Environmental Mosquito Management, Inc.

Name: Mike Muldoon  
Title: Director of Domestic Sales

4/30/2020  
Date

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: Clarke Environmental Mosquito Management, Inc.

Name: Mike Muldoon  
Title: Director of Domestic Sales

4/30/2020

Date

Vendor Initials MM

Date 4-23-20

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Vendor Initials MM

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Vendor Name: Clarke Environmental Mosquito Management, Inc.

4/30/2020

Date

Name: Mike Muldoon

Title: Director of Domestic Sales

Exhibit G

Vendor Initials MM

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

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Vendor Name: Clarke Environmental Mosquito Management, Inc.

Name: Mike Muldoon  
Title: Director of Domestic Sales

4/30/2020

Date