

Lori A. Weaver
Commissioner

Iain N. Watt
Director

63 - 7/8/26

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

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

June 16, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health, to enter into a **Retroactive** contract with the City of Nashua (VC #177441-B011) in an amount not to exceed for \$762,788 the provision of Regional Public Health Network (RPHN) services, with the option to renew for up to four (4) additional years, effective retroactive to July 1, 2026, upon Governor and Council approval through June 30, 2028. 84% Federal Funds. 16% General Funds.

Funds are available in the following accounts for State Fiscal Year 2027, and are anticipated to be available in State Fiscal Year 2028, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent a lapse in services. The City of Nashua had to finalize all relevant local approvals to execute the contract, which was completed after the deadline needed to provide continuity in Regional Public Health Network services for Greater Nashua. This request includes the final contract for Regional Public Health Network services. The Department presented all other Regional Public Health Network contracts to the Governor and Executive Council on June 17, 2026.

The purpose of this request is for the Contractor to oversee a Regional Public Health Network (RPHN) that delivers a broad range of public health services to the Greater Nashua RPHN. The Contractor will partner with a wide range of public health stakeholders in overseeing the Greater Nashua RPHN to implement effective local programs. Stakeholders include the local health department and health officers, healthcare providers, social service agencies, schools, fire and police departments, emergency medical services, behavioral health professionals, and faith-based and business leaders.

Through a collaborative, cross-sector approach, the RPHN will support evidence-based activities that address community health needs. Contracted services will include:

- Substance Misuse Prevention – Coordinate substance misuse prevention and related health promotion activities by implementing research-informed primary prevention programs, policies, and services.

- Continuum of Care Facilitation – Coordinate activities to develop a robust and coordinated Continuum of Care for prevention, early intervention, treatment, and recovery that utilizes the principles of Resiliency and Recovery Oriented Systems of Care.
- Overdose Prevention Response – Disseminate and distribute overdose prevention education resources, Naloxone, and Naloxone kits to reach high-need, high-risk populations.
- Public Health Advisory Council – Facilitate the regional Public Health Advisory Council, including providing a Council leadership team, to identify regional health priorities, improve local coordination, and guide relevant activities.
- Public Health Emergency Preparedness – Coordinate efforts with regional public health, health care, and emergency management partners to develop and exercise response plans that improve the region’s ability to respond to health emergencies.

The Department will monitor services by:

- Assessing operational readiness, response rates during notification and assembly drills, volunteer training, and requests for deployment met during emergencies.
- Reviewing data regarding volunteer staffing, including recruitment and retention efforts, drill and exercise participation, credentialed volunteer staff.
- Evaluating multi-year strategic planning regarding substance misuse prevention and overdose prevention;
- Analyzing effectiveness of community trainings, reviewing Department approved post-training evaluations.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department’s website from January 28, 2026, through March 6, 2026. The Department received one (1) response for the Greater Nashua region that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreement, the party has the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the party, and Governor and Council approval.

Should the Governor and Council not authorize this request, the State will have diminished capacity to deliver public health and substance use-related services that improve emergency readiness, lower substance misuse rates and overdose, and serve targeted health needs in the Greater Nashua region.

Source of Federal Funds: Assistance Listing Number #93.991, 93.069, 93.959, 93.967
FAIN # NB01OT009381, NU90TU000009, B08TI088484, NE11OE000077.

Respectfully submitted,



For:

Lori A. Weaver
Commissioner

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

Project ID # **RFA-2027-DPH-01-REGIO**

Project Title **REGIONAL PUBLIC HEALTH NETWORKS -Greater Nashua Region**

	Maximum Points Available	City of Nashua
Technical		
Q1: Experience	300	200
Q2: Ability	400	266
Q3: Capacity	300	250
TOTAL POINTS	1000	716

TOTAL PROPOSED VENDOR COST	<i>Not Applicable - No Cost Proposal for RFA</i>
-----------------------------------	--

	Reviewer Name	Title
1	Stephanie Locke	Emergency Preparedness, Response and Recovery Bureau Chief
2	Karen Hammond	Finance Administrator
	Adhela Alic	Readiness and Response Chief
4	Amanda Spreeman	Prevention Services Specialist

Subject: Regional Public Health Networks (RFA-2027-DPH-01-REGIO-05)


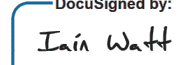

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name City of Nashua		1.4 Contractor Address 18 Mulberry Street Nashua, NH 03060	
1.5 Contractor Phone Number (603) 589-4500	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2028	1.8 Price Limitation \$762,788
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/10/2026		1.12 Name and Title of Contractor Signatory James Donchess, Mayor	
1.13 State Agency Signature DocuSigned by:  Date: 6/15/2026		1.14 Name and Title of State Agency Signatory Iain Watt Director - DPH	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/15/2026			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State’s discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys’ fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State’s sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Regional Public Health Networks**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions
 - 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2026. ("Effective Date").
 - 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3., in its entirety and replacing it as follows:
 - 3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
 - 1.3. Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended as follows:
 - 6.1. In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, RSA 151:21 Patients' Bill of Rights, civil rights and equal employment opportunity laws, and the Governor's order on Respect and Civility in the Workplace, Executive Order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
 - 1.4. Paragraph 9, Termination, Subparagraph 9.2., is amended as follows:
 - 9.2. Termination Procedure
 - 9.2.1. In the event of the termination pursuant to Subparagraph 9.1., the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
 - 9.2.2. Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice

**New Hampshire Department of Health and Human Services
Regional Public Health Networks**

EXHIBIT A

of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase or destroy any State Data, which includes State Data held by the Contractor's subcontractors;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Work with the State to develop a Services and Data Transition Plan per the "Contract End-of-Life Transition" requirements within this Contract; and
- g. Provide written Certification to the State that Contractor has surrendered to the State all said property.

9.2.3. If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor must provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

9.2.4. This covenant in paragraph 9 shall survive the termination of this Contract.

1.5. Paragraph 10, Property Ownership/Disclosure, Subparagraphs 10.2., through 10.8., is amended as follows:

10.2. All data and any Property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. The data must be returned to the State in a manner and format agreeable to the State.

10.3. Disclosure of data, information and other records shall be governed by NH RSA chapter 91- A and/or other applicable law, and Exhibit E - DHHS Information Security Requirements. Disclosure requires prior written approval of the State.

**New Hampshire Department of Health and Human Services
Regional Public Health Networks**

EXHIBIT A

- 10.4. In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information is defined in Exhibit E - DHHS Information Security Requirements.
- 10.5. Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:
- 10.5.1. Shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
 - 10.5.2. Was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party; or
 - 10.5.3. Is disclosed with the written consent of the disclosing Party.
- 10.6. A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.
- 10.7. Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.
- 10.8. This covenant in paragraph 10 shall survive the termination of this Contract.
- 1.6. Paragraph 12, Assignment/Delegation/Subcontracts, Subparagraph 12.1., is amended as follows:
- 12.1. Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State. In the event that the State does not consent to the assignment the State shall have the option to

**New Hampshire Department of Health and Human Services
Regional Public Health Networks**

EXHIBIT A

immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

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

12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor must have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor must manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor must annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance. Failure to enter into Business Associate Agreements with its subcontractors that create or receive protected health information on the behalf of the State through this Contract, and failure to comply with the implementation specifications for such agreements is a direct HIPAA violation by the Contractor.

1.8. The following Paragraphs are added and made part of the P37:

27. Force Majeure

27.1. Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

27.2. Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

28. Requirements for Web Content and Mobile Application Accessibility.

28.1. Under Title II of the Americans with Disabilities Act, the State is required to provide equal access to all of its services, programs, and activities that are provided or made available to the public (whether directly or through contractual, licensing, or other arrangements) via the web and mobile applications. Accordingly, all web content and mobile applications developed, delivered, or otherwise furnished by Contractor pursuant to the terms and conditions of this Agreement shall comply with all applicable accessibility requirements under 28 C.F.R. § 35.200 and the technical standards for web content and mobile application accessibility specified in version 2.1., of the Web Content Accessibility Guidelines at Level AA conformance.

28.2. Contractor acknowledges and agrees that the State may require Contractor's compliance with the web content and mobile application accessibility standards

**New Hampshire Department of Health and Human Services
Regional Public Health Networks**

EXHIBIT A

set forth in Paragraph 28.1., to be determined by a third-party selected by the State in its sole and discretion.

29. Exhibits/Attachments

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

30. Non-Exclusive Contract

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

31. Prohibited Technologies

- a. No equipment or services listed on the [State of New Hampshire's Prohibited Technologies List](#) may be used, as required by in Executive Order 2022-09; and
- b. No equipment or services on the [FCC Covered List](#) may be used as required by The Secure and Trusted Communications Networks Act of 2019, Pub. L. No. 116-124, 133 Stat. 158 (2020) (codified as amended at 47 U.S.C. §§ 1601–1609).

32. Order Of Precedence

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

In the event of conflict or ambiguity among any of the text within the awarded Agreement, the following Order of Precedence shall govern:

- i. State of New Hampshire, Department of Health and Human Services Contract Agreement.
- ii. State of New Hampshire, Department of Health and Human Services RFP.
- iii. Vendor Proposal Response.
- iv. Additional Contractor Provided Documents, if applicable.



**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
Exhibit B – Scope of Services**

Scope of Services

1. Statement of Work

1.1. The Contractor must serve as a lead organization to oversee a Regional Public Health Network (RPHN) and ensure the delivery of public and behavioral health services within the Greater Nashua region. The Contractor must provide a broad range of public health services for the following Department programs:

- 1.1.1. Substance Misuse Prevention.
- 1.1.2. Continuum of Care (CoC) Facilitation.
- 1.1.3. Overdose Prevention Response.
- 1.1.4. Public Health Advisory Council (PHAC).
- 1.1.5. Public Health Emergency Preparedness, including:
 - 1.1.5.1. Community Preparedness;
 - 1.1.5.2. Regional Stakeholder Engagement;
 - 1.1.5.3. Regional Community Engagement;
 - 1.1.5.4. Response Readiness;
 - 1.1.5.5. Training and Exercises;
 - 1.1.5.6. Response Capacity; and
 - 1.1.5.7. Volunteer Management.

1.2. **Substance Misuse Prevention.** The Contractor must provide the following services:

- 1.2.1. Leadership and coordination to impact substance misuse prevention and related health promotion activities by implementing, promoting, and advancing evidence-informed primary prevention approaches, programs, policies, and services in collaboration with the Department’s Bureau of Drug and Alcohol Services (BDAS), including:
 - 1.2.1.1. Implementation of the strategic prevention model, in accordance with the Substance Abuse and Mental Health Services Administration (SAMHSA) Strategic Prevention Framework which includes assessment, capacity development, planning, implementation, and evaluation.

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

Exhibit B – Scope of Services

- 1.2.1.2. Ensuring focus on collaboration with other prevention statewide funded programs, including but not limited to: Juvenile Justice Network, Getting to Y- NH, NH Harm Reduction Coalition, Multi-tiered System of Support-Behavioral Health, Student Assistance Network, and Young Adult Strategies.
- 1.2.1.3. Utilizing a public health approach to prevent and reduce substance misuse risk factors and strengthen protective factors known to influence behaviors. The Contractor must ensure regional data driven primary prevention approaches are consistent with the Center for Substance Abuse Prevention (CSAP) categories, but do not need to include all CSAP categories.
- 1.2.1.4. Supporting and advancing the implementation of evidenced-informed approaches, programs, policies, and services within the region served through community engagement and mobilization.
- 1.2.1.5. Advancement, promotion, and implementation of substance misuse primary prevention strategies that incorporate the Institute of Medicine (IOM) categories of prevention: universal, selective, and indicated prevention by addressing risk factors and protective factors known to impact behaviors that target substance misuse and reduce the progression of substance use disorders and related consequences for individuals, families, and communities.
- 1.2.1.6. Compliance with the Federal Substance Abuse Block Grant requirements for substance misuse primary prevention strategies, collection, and reporting of data as outlined in the Federal Regulatory Requirements for SAMHSA 20% Set-Aside Primary Prevention Block Grant Funds National Outcome Measures.
- 1.2.1.7. Ensuring substance misuse prevention is addressed at PHAC meetings, and with a bi-directional exchange of

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
Exhibit B – Scope of Services**

information, to advance efforts of substance misuse prevention initiatives.

- 1.2.1.8. Assisting, as directed by the Department’s BDAS, with the Federal Block Grant Comprehensive Synar activities that include, but are not limited to, merchant and community education efforts; youth involvement; and policy and advocacy efforts.

1.3. Substance Misuse Prevention Coordination and CoC Facilitation. The Contractor must:

- 1.3.1. Consider and apply the SPF and Assets and Gaps Analysis, and in collaboration with the Department’s BDAS, maintain, revise, and publicly promote a data driven regional substance misuse prevention and CoC outcomes based three (3) year Strategic Plan that aligns with the State Health Improvement Plan (SHIP), Community Health Improvement Plan (CHIP), and Governor’s Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Plan.
- 1.3.2. Develop a bi- annual Work Plan for Department approval that guides actions and includes outcome-based performance measures and alignment with the three (3) year Strategic Plan. Based on changing and emerging local conditions, the Contractor must adapt Work Plans as necessary with approval by the Department.
- 1.3.3. Report progress on the Work Plan and three (3) year Strategic Plan including outcomes via a secure depository system approved or directed by the Department.
- 1.3.4. Report activity data accurately into a system designated or approved by the Department on a monthly basis.
- 1.3.5. Maintain a substance misuse leadership team consisting of regional representatives with special expertise in substance misuse prevention, early intervention, treatment and recovery who can help guide and assist with awareness and advance substance misuse efforts in the region.
- 1.3.6. Produce and disseminate an Annual Report that demonstrates successes, challenges, outcomes from the previous year and projected deliverables for the following year, as directed and approved by BDAS.
- 1.3.7. Participate in RPHN Substance Misuse meetings as directed by

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
Exhibit B – Scope of Services**

BDAS.

1.4. Continuum of Care

- 1.4.1. The Contractor must facilitate implementation of evidence-based multidisciplinary substance misuse and prevention activities through Continuum of Care (CoC), in collaboration with the Department’s BDAS, ranging from population-level strategies to targeted interventions aimed at high-risk individuals.
- 1.4.2. The Contractor must provide leadership and support for activities that assist the Department’s BDAS in the facilitation of development of a robust and coordinated CoC for prevention, early intervention, treatment and recovery, utilizing the principles of Resiliency and Recovery Oriented Systems of Care (RROSC). The Contractor must:
 - 1.4.2.1. Engage regional partners in conducting a regional asset and gap analysis, and ongoing update of regional assets and gaps. The Contractor must ensure regional partners include:
 - 1.4.2.1.1. Prevention, Early Intervention, Treatment, Recovery and Support Services providers.
 - 1.4.2.1.2. Primary health care providers.
 - 1.4.2.1.3. Behavioral health care providers.
 - 1.4.2.1.4. Other interested and/or affected parties approved by the Department.
 - 1.4.2.2. Facilitate and/or provide support for initiatives that result in:
 - 1.4.2.2.1. Increased awareness of and access to services.
 - 1.4.2.2.2. Increased communication and collaboration among providers.
 - 1.4.2.2.3. Increased capacity and delivery of services.
 - 1.4.2.3. Demonstrate progress toward priorities and actions identified in the regional CoC development plan.
 - 1.4.2.4. Coordinate activities with other RPHN projects and existing and emerging initiatives that relate to CoC work including, but not limited to, The Doorways.

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

Exhibit B – Scope of Services

- 1.4.2.5. Collaborate with the Contractor’s partnering stakeholders/organizations to disseminate resource guides and other service access information to places where people are likely to seek assistance including, but not limited to:
 - 1.4.2.5.1. Health service providers.
 - 1.4.2.5.2. Public and charter schools and institutes of higher education.
 - 1.4.2.5.3. Police and fire stations.
 - 1.4.2.5.4. Municipal government buildings.
 - 1.4.2.5.5. Businesses in every community of the region.
 - 1.4.2.5.6. Other organizations, as directed by the Department.
- 1.4.2.6. Disseminate and distribute overdose prevention education resources, Naloxone, testing strips and Naloxone kits to reach high-need, high-risk populations within the region served.
- 1.4.2.7. Engage regional stakeholders to assist with information dissemination.
- 1.5. The Contractor must provide Substance Misuse Prevention and CoC technical assistance and training, as requested, in formats specified by the Department, including but not limited to, the following:
 - 1.5.1. Attendance at community of practice meetings and/or activities.
 - 1.5.2. Working with designated BDAS technical assistance and data and/or evaluation contractors to develop metrics and measures to evaluate outcomes and use aggregate data and tools to demonstrate outcomes.
 - 1.5.3. Attendance at all regularly scheduled Department RPHN substance misuse meetings.
 - 1.5.4. Attendance at additional meetings, conference calls, and webinars as required by the Department.
 - 1.5.5. Ensuring the Substance Misuse Prevention Coordination (SMPC) lead staff are credentialed within one (1) year of hire as Certified Prevention Specialists to meet competency standards established by the International Certification and Reciprocity Consortium

RFA-2027-DPH-01-REGIO-05

City of Nashua

Contractor Initials 

Date 6/10/26

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

Exhibit B – Scope of Services

- (IC&RC), and the New Hampshire Prevention Certification Board.
- 1.5.6. Ensuring SMPC lead staff attend required trainings, including Substance Abuse Prevention Skills Training (SAPST) and Prevention Ethics.
 - 1.5.7. Ensuring CoC facilitation lead staff are familiar with the SPF and RROSC systems development within NH.
- 1.6. **Overdose Prevention Response.** The Contractor must:
- 1.6.1. Conduct an initiative to disseminate and distribute overdose prevention education resources, Naloxone, and Naloxone kits to reach high-need, high-risk populations within the RPHN, at the direction of the Department, for the project period.
 - 1.6.2. Conduct a needs assessment to inform response efforts that include:
 - 1.6.2.1. Gathering regional and local level data related to alcohol and other drug overdoses.
 - 1.6.2.2. Collaborating with the Department to obtain State level data sources related to alcohol and other drug overdoses.
 - 1.6.2.3. Working with regional and local stakeholders to identify high-need, high-risk populations. Stakeholders include:
 - 1.6.2.3.1. Doorways.
 - 1.6.2.3.2. Recovery care organizations.
 - 1.6.2.3.3. Treatment providers.
 - 1.6.2.3.4. Law enforcement.
 - 1.6.2.3.5. Hospitals.
 - 1.6.2.3.6. Other organizations, as directed by the Department.
 - 1.6.3. Utilize the data from the assessment to develop a community map that identifies community assets and resources of the partner agencies across the continuum of care and distribute and disseminate resources.
 - 1.6.4. Coordinate with regional and local partners and stakeholders to reach high-need, high-risk populations for distribution and dissemination of prevention overdose materials and products.

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
Exhibit B – Scope of Services**

- 1.6.5. Participate in other training courses and meetings, as requested by the Department.
- 1.7. **Public Health Advisory Council.** The Contractor must:
 - 1.7.1. Coordinate and facilitate the regional PHAC to provide a PHAC leadership team and direction for public health activities within the region served.
 - 1.7.2. Maintain a set of operating guidelines or by-laws for the PHAC.
 - 1.7.3. Recruit, train, and retain diverse regional PHAC representatives to serve on a PHAC leadership team to complete the following:
 - 1.7.3.1. Approve regional health priorities and implement high-level deliverables and strategies.
 - 1.7.3.2. Address emergent public health issues, as identified by regional partners and the Department, and mobilize key regional stakeholders to address the issues.
 - 1.7.3.3. Form and/or identify already existing committees and workgroups to address specific strategies and public health topics.
 - 1.7.3.4. Participate in and inform hospital needs assessments and data collection activities within the public health region.
 - 1.7.3.5. Make recommendations within the public health region and to the Department regarding funding and priorities for service delivery based on needs assessments and data collection.
 - 1.7.3.6. Attend Department-sponsored PHAC coordinating meetings as directed by the Department.
 - 1.7.4. Ensure the PHAC leadership team meets at least quarterly to complete the following:
 - 1.7.4.1. Draft and share of meeting minutes are available to the public upon request.
 - 1.7.4.2. Ensure all members of the PHAC sign a conflict-of-interest statement, as provided by the Department.
 - 1.7.4.3. Coordinate with the Department to collect, analyze, and disseminate data related to the health status of the

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
Exhibit B – Scope of Services**

region, educate network partners about on-line and other sources of data, and participate in community health assessments.

- 1.7.4.4. Maintain a CHIP that is aligned with the SHIP; and informed by other health improvement plans developed by community partners. The CHIP must inform the plans of (SMPC), CoC facilitation, and Public Health Emergency Preparedness (PHEP) scopes of work to achieve complementary and shared public health outcomes.
- 1.7.4.5. Review the regional CHIP and SHIP annually and develop action plans for the services in this RFA, as advised by the PHAC.
- 1.7.4.6. Provide leadership through guidance, technical assistance, and training to community partners to implement and ensure CHIP priorities and monitor CHIP implementation.
- 1.7.4.7. Publish an Annual Report capturing the PHAC's activities and outcomes and progress towards addressing CHIP priorities, and distribute the annual report to the community
- 1.7.4.8. Advance the work of RPHNs by conducting educational and training programs annually to RPHN partners and others.
- 1.7.4.9. Educate partners and stakeholder groups, including elected officials, on the PHAC.
- 1.7.4.10. Use reasonable efforts to obtain other sources of funding to support the activities and priorities of the PHAC and implementation of the CHIP, for the purposes of sustaining public health improvement efforts.

1.8. The Contractor must provide PHAC technical assistance and training, as requested, in formats specified by the Department. This includes, but is not limited to:

1.8.1. Attendance at semi-annual meetings of PHAC leadership

RFA-2027-DPH-01-REGIO-05

Contractor Initials 

City of Nashua

Date 6/10/26

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

Exhibit B – Scope of Services

convened by Department’s Division of Public Health and/or BDAS.

1.8.2. Completion of a PHAC technical assistance needs assessment in a format approved by the Department.

1.9. **Public Health Emergency Preparedness.** The Contractor must provide the following services:

Community Preparedness

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

1.9.1.1. Submit an annual Work Plan by July 30th in Year 1 of the Agreement, and thereafter, submit an annual a 12-month Work Plan by June 1st utilizing a Department-provided template addressing regional preparedness priorities that are aligned with the Scope of Services in this Agreement and reflect the Center for Disease Control and Prevention (CDC) Public Health Preparedness Capabilities.

1.9.1.2. Attend and participate in all statewide and regional meetings as directed by the Department, including:

1.9.1.2.1. Public Health Emergency Preparedness (PHEP)/Volunteer Management meetings held every two (2) months and led by the Department.

1.9.1.2.2. Monthly Regional Public Health Network (RPHN)/State Coordination Calls led by the Department.

1.9.1.2.3. Quarterly Hospital Emergency Management Coordination (HEMC)/RPHN meetings led by the Granite State Healthcare Coalition and the Department.

1.9.1.3. Facilitate other meetings as directed by the Department.

1.9.1.4. Participate in the following projects, as directed by the Department:

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

Exhibit B – Scope of Services

- 1.9.1.4.1. The annual RPHN PHEP site visit with the RPHN Administrator to assess contract and programmatic compliance, including:
 - 1.9.1.4.1.1. Compliance with contract requirements, including planning, training, exercise, response readiness, volunteer management, financial reporting, and reporting on Work Plan activities.
 - 1.9.1.4.1.2. Implementation of preparedness activities outlined in the regional Work Plan.
 - 1.9.1.4.1.3. Tracking and reporting on progress for any corrective actions identified during the visit indicating which corrective actions have been resolved.
- 1.9.1.5. Participate in a biennial site visit with the Department's Strategic National Stockpile (SNS) coordinator and RPHN program administrator to assess capacity and readiness, which includes:
 - 1.9.1.5.1. Completing the Department-provided evaluation workbook.
 - 1.9.1.5.2. Attending the SNS site visit to review the workbook, verify its components, and discuss findings.
 - 1.9.1.5.3. Identifying at least one (1) area for improvement within the program area, by the end of each biennial SNS site visit,
 - 1.9.1.5.4. Developing and submitting an improvement plan within 30 days of the SNS site visit including a timeline for completion.

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

Exhibit B – Scope of Services

- 1.9.1.5.5. Incorporating corrective actions identified in the SNS Improvement Plan into regional priorities and plans.
- 1.9.1.5.6. Reporting on progress on corrective actions at three (3), six (6), nine (9), and twelve (12) month intervals indicating which corrective actions have been resolved.
- 1.9.1.5.7. Participation in at least 90% of Department-led Regional Public Health Emergency Annex (RPHEA) template project meetings to support the development of new and revision of current RPHEA template components.
- 1.9.1.5.8. Reviewing and updating the RPHEA Base Plan every two (2) years, making sure to incorporate partner feedback.
- 1.9.1.5.9. Submitting the updated RPHEA Base Plan to the Department's SharePoint site by April 1st every two (2) years for review and feedback.
- 1.9.1.5.10. Incorporating feedback into the final RPHEA Base Plan and uploading it to the Department's SharePoint site by June 30 of each contract year.
- 1.9.1.6. In collaboration with regional partners and designated workgroups, conduct an annual review and update of the RPHEA Annexes and Attachments, including the Critical Contact Sheet, Facility Activation Attachments, and other RPHEA components prioritized by the Department. This process must include the following actions:
 - 1.9.1.6.1. Submitting updated Annexes and Attachments to the Department's SharePoint site for review and feedback.
 - 1.9.1.6.2. Incorporating feedback into the RPHEA Annexes and Attachments and uploading the final versions to the Department's SharePoint site each contract year.

RFA-2027-DPH-01-REGIO-05

City of Nashua

Contractor Initials 

Date 6/10/26

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

Exhibit B – Scope of Services

- 1.9.2. The Contractor must disseminate the Department-approved updated RPHEA plan to all identified regional partners and conduct at least two (2) training or education sessions to ensure that a minimum of 80% of partners demonstrate awareness of their roles and responsibilities outlined in the RPHEA, as assessed through a post-training evaluation, by June 30th of each contract year.
- 1.9.3. The Contractor must participate in the development of the Statewide Jurisdictional Risk Assessment (JRA), as directed by the Department, ensuring regional risks are identified and incorporated into the State JRA report, which includes:
 - 1.9.3.1. Attending scheduled JRA sessions.
 - 1.9.3.2. Providing regional input during JRA sessions.
 - 1.9.3.3. Within three (3) business days of receiving the Department’s request, distributing surveys to partners to gather input for the JRA, ensuring at least 75% of identified regional partner organizations respond
- 1.9.4. The Contractor must participate in the development of the Statewide Integrated Preparedness Plan (IPP) by attending the IPP workshop and providing regional input.
- 1.9.5. The Contractor must hold regional workshops to gather partner input on public health and health care priorities, including:
 - 1.9.5.1. Using the Department-provided template, annually updating the regional IPP, ensuring it includes a four (4)-year calendar that addresses all PHEP elements including Preparedness (P), Skills/Training/Exercises (S/T/Ex), and Equipment and Technology (E/T).
 - 1.9.5.2. Submitting the finalized regional IPP to the Department by May 1st annually for review and approval.
 - 1.9.5.3. Uploading the final regional IPP to the Department’s SharePoint site by June 1st annually.
- 1.9.6. The Contractor must maintain active access to and operational capability in all required systems designated or approved by the Department, ensuring readiness through regular monthly or quarterly logins and completion of associated reporting requirements.
- 1.9.7. The Contractor must promote training opportunities at least twice

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

Exhibit B – Scope of Services

annually for applicable systems designated or approved by the Department and related modules to community organizations, partners, and volunteers. Training announcements must be distributed to all identified partners and volunteer groups, as appropriate, by June 30th of each contract year.

- 1.9.8. The Contractor must ensure all account information is up to date and inform the Department about any personnel or access changes as soon as possible, but no later than three (3) business days.

Regional Partner Engagement

- 1.9.9. The Contractor must identify, engage, integrate, strengthen, and sustain community partnerships to improve public health preparedness, community resilience, and the capacity of partnering organizations to mitigate, prepare for, respond to, and recover from public health incidents and emergencies. This includes, at a minimum, the following activities:

- 1.9.9.1. Ensuring the PHEP Planning Committee has multidisciplinary partner representation, including at least one (1) representative from each of the following sectors within the RPHN catchment area:

- 1.9.9.1.1. Long-Term Care Facilities (LTCFs).
- 1.9.9.1.2. Home Health Agencies.
- 1.9.9.1.3. Behavioral Health Providers (must include a representative from a Community Mental Health Center).
- 1.9.9.1.4. Urgent Care Centers (at least one representative from each chain).
- 1.9.9.1.5. Pharmacy Chains.
- 1.9.9.1.6. Independent Pharmacies.
- 1.9.9.1.7. Correctional Facilities (where applicable).
- 1.9.9.1.8. A school district or school superintendent.
- 1.9.9.1.9. Local fire department official.
- 1.9.9.1.10. Emergency Medical Services (EMS), including volunteer, fire-based, private, and municipality-based services.
- 1.9.9.1.11. Law Enforcement officials.

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

Exhibit B – Scope of Services

- 1.9.9.1.12. Representation from each organization/partner in the following sectors:
 - 1.9.9.1.12.1. Hospitals.
 - 1.9.9.1.12.2. Local Emergency Management Agencies or officials.
 - 1.9.9.1.12.3. Homeland Security and Emergency Management (HSEM) Community Stakeholder Liaisons serving the RPHN catchment area.
 - 1.9.9.1.12.4. Local Health Officers.
- 1.9.9.2. Convening Regional PHEP Planning Committee meetings at least every other month, with participating from the sectors outlined in Section 1.9.9.1.
- 1.9.9.3. Consulting additional regional partners (e.g., faith-based organizations, key business partners, civic groups) to inform plan development.
- 1.9.9.4. Maintaining an up-to-date contact list by sector, as outlined in Section 1.8.7.1.
- 1.9.9.5. Discussing workforce challenges and gaps related to volunteer management and incorporate partner feedback into volunteer training.
- 1.9.10. The Contractor must disseminate all Health Alert Network (HAN) messages to eligible local partners within one (1) business day for non-emergency messages and within two (2) hours for urgent messages, for each contract year. This includes:
 - 1.9.10.1. Promoting enrollment into the HAN system to eligible regional partners. Eligible HAN partners include, but are not limited to:
 - 1.9.10.1.1. State and local health officers,
 - 1.9.10.1.2. Hospitals and healthcare facilities,
 - 1.9.10.1.3. Emergency medical services (EMS),

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

Exhibit B – Scope of Services

- 1.9.10.1.4. Local public health and safety officials,
- 1.9.10.1.5. Clinical providers,
- 1.9.10.1.6. Emergency management agencies, and
- 1.9.10.1.7. Other public health, healthcare, and emergency response organizations identified by the Department as critical to public health preparedness and response.

Regional Community Engagement

- 1.9.11. The Contractor must complete the following Regional Community Engagement activities:
 - 1.9.11.1. By June 30th of each contract year, coordinate at least eight (8) community preparedness training courses on the following topics:
 - 1.9.11.1.1. Family, individual, and pet preparedness sessions (minimum of two (2) per year).
 - 1.9.11.1.2. “Stop the Bleed” training (minimum of four (4) per year).
 - 1.9.11.1.3. CPR/First Aid (minimum of two (2) per year).
 - 1.9.11.2. For each Community Preparedness training, the Contractor must:
 - 1.9.11.2.1. Coordinate training logistics including securing training venue, coordinating trainers, developing and disseminating promotional materials, and managing training registration.
 - 1.9.11.2.2. Develop training content, if applicable.
 - 1.9.11.2.3. Ensure training materials are prepared and available during the preparedness training. Any existing materials should be used with minor adjustments allowed to tailor content for specific audiences.
 - 1.9.11.2.4. Collect and submit post-training evaluation documentation in a format approved by the Department.

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
Exhibit B – Scope of Services**

- 1.9.11.2.5. Participate in the Department’s annual community preparedness awareness activities, including:
 - 1.9.11.2.5.1. Sharing all of the Department’s social media and community preparedness press releases.
 - 1.9.11.2.5.2. Attending at least one (1) regional emergency preparedness awareness event annually to promote individual, family, or pet preparedness, either in coordination with the Department or at an independently identified event that meets the same goal, using Department-provided or Department-approved materials.
 - 1.9.11.2.5.3. Promoting NH Alerts enrollment via partner channels and social media at least twice per year, using methods such as email campaigns, newsletters, RPHN presentations, and meetings.

Response Readiness

- 1.9.12. The Contractor must maintain the capability to respond to all-hazard emergencies with public health and healthcare impacts by directly managing small-scale response activities, defined as activities that can be managed and resolved using available local or regional resources, and participating in Department-led larger scale responses. All hazard emergencies may include, but are not limited to:
 - 1.9.12.1. Biological Incidents: Accidental or natural outbreaks of high-consequence diseases, or the intentional release

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

Exhibit B – Scope of Services

of pathogens (e.g., bacteria, viruses, or toxins) that may cause widespread illness, disability, or death in humans or animals.

- 1.9.12.2. Natural Hazards: Hurricanes, floods, earthquakes, wildfires, severe storms, tornadoes, winter weather events, and other natural disasters that disrupt community health and healthcare services.
- 1.9.12.3. Technological and Infrastructure Hazards: Dam or levee failures, chemical or radiological spills or releases, nuclear accidents, and other technological or infrastructure failures that threaten public health and safety.
- 1.9.12.4. Human-Caused Incidents: Intentional acts such as terrorism, mass violence, or other deliberate disruptions.

Training and Exercises

- 1.9.13. The Contractor must ensure participation in all Department-led open and closed Points of Dispensing (POD) planning activities, as requested. This includes meetings, trainings, workshops, and exercises for each contract year. PODs include:
 - 1.9.13.1. Open PODs: Public locations such as schools, community centers, municipal buildings, public clinics, etc.
 - 1.9.13.2. Closed PODs: Targeted sites not open to the public that offer Medical Countermeasures (MCMs), such as long-term Care facilities, businesses, and police/fire departments, and that dispense medication or MCMs to a specific population (e.g., residents or employees).
- 1.9.14. The Contractor must participate in statewide full-scale exercises testing medical surge and/or POD response plans as requested by the Department. This includes:
 - 1.9.14.1. Coordinating with the Department on emergency scenarios and the scope of the exercise.
 - 1.9.14.2. Serving as the regional exercise lead, establishing and guiding a planning team to coordinate local and regional

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

Exhibit B – Scope of Services

participation, and overseeing the successful design, conduct, and evaluation of the exercise.

- 1.9.14.3. Participating in exercises, such as open POD activities or volunteer management coordination at medical surge locations.
- 1.9.14.4. Participating in after-action meetings and providing regional feedback.
- 1.9.15. The Contractor must conduct a minimum of one (1) regional partner POD training and one (1) regional POD exercise per contract year, following the Homeland Security Exercise and Evaluation Program (HSEEP) framework, which includes:
 - 1.9.15.1. Developing an annual POD training and exercise calendar and distributing it to all regional partners.
 - 1.9.15.2. Managing exercise design and implementation in accordance with the HSEEP framework.
 - 1.9.15.3. Managing training and exercise logistics, including securing space if held in person.
 - 1.9.15.4. Inviting all open and closed POD partners to participate in at least one (1) training or exercise annually and ensuring that at least 75% of both open and closed POD partners attend.
 - 1.9.15.5. Sending invitations and save-the-dates at least 60 days in advance, with regular reminders to maximize partner participation.
 - 1.9.15.6. Managing and tracking registrations and participation.
 - 1.9.15.7. Developing and submitting a corrective action plan to the Department to improve engagement if the 75% participation threshold in Section 1.9.15.4. is not met, to be delivered to the Department within fifteen (15) business days.
 - 1.9.15.8. Implementation of the corrective action plan must be within 30 business days of Department approval unless additional time is approved by the Department in writing.
- 1.9.16. The Contractor must conduct post-training and post-exercise evaluations using Department-provided templates (e.g., surveys, hotwash/debriefing sessions), which includes:

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

Exhibit B – Scope of Services

- 1.9.16.1. Participating in other Department-led exercises (discussion-based, functional, or full-scale).
 - 1.9.16.2. Completing all required after-action processes within 60 calendar days of each RPHN-led regional exercise.
 - 1.9.16.3. Conducting a debriefing session immediately following the event.
 - 1.9.16.4. Holding at least one (1) after-action meeting with stakeholders for every exercise conducted.
- 1.9.17. The Contractor must develop and submit an After-Action Report/Improvement Plan (AAR/IP) to the Department within sixty (60) business days of the exercise. The report must summarize objectives, strengths, areas for improvement, and corrective actions, and be used to track progress and apply lessons learned to future planning, training, and exercises.

Response Capacity

- 1.9.18. The Contractor must ensure readiness and capacity for PHEP and small-scale response events, including the following:
- 1.9.18.1. Operation of small-scale PODS;
 - 1.9.18.2. Support for large-scale public health operations, such as PODs and other types of public health clinics;
 - 1.9.18.3. Support for medical countermeasure distribution to home-based populations;
 - 1.9.18.4. Disaster sheltering operations; and
 - 1.9.18.5. Surge capacity through Neighborhood Emergency Health Center (NEHC), Alternate Health System (AHS), and Family Assistance Center (FAC)/Family Reunification Centers (FRC).
- 1.9.19. The Contractor must plan for and maintain small-scale response capability, including the ability to independently operate an open POD serving up to 250 people per day for three (3) consecutive days within 72 hours of notice, as directed by the Department and per Department guidance. PODs must be located in areas accessible to at-risk populations and people with disabilities. This includes:
- 1.9.19.1. Identifying and maintaining agreements with Open POD facilities.

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

Exhibit B – Scope of Services

- 1.9.19.2. Maintaining Open POD operational plans and agreements.
- 1.9.19.3. Updating Open POD facility point-of-contact lists annually.
- 1.9.19.4. Operating under the medical direction (if applicable) of the Department or its designated medical contractor.
- 1.9.19.5. Making copies of standing orders, emergency protocols, and Vaccine Adverse Event Reporting System (VAERS) instructions available at all clinics.
- 1.9.19.6. Independently managing all operational aspects, including site set up and logistics, staffing and role assignments, client flow and operations, implementation of medical guidance and standing orders, communication with the Medical Director or designee, inventory management, responder safety and health, communications and information management, throughput and efficiency, and demobilization and recovery, as outlined in the RPHEA.
- 1.9.20. The Contractor must recruit, train, and retain qualified medical and non-medical volunteers to support clinic operations. Qualified medical staff must have the following credentials:
 - 1.9.20.1. Clinical license or copy from the NH online license verification showing the license type, expiration, and status (e.g. RNs, APRNs, FNP-Cs, MDs, DOs).
 - 1.9.20.2. Current Basic Life Support (BLS) certification.
- 1.9.21. The Contractor must procure necessary supplies to conduct vaccine clinics, including but not limited to emergency management medications, equipment, and needles.
- 1.9.22. The Contractor must complete the required clinic operational reports within thirty (30) business days of the event, including the final throughput report and final inventory usage report.
- 1.9.23. The Contractor must report any adverse events or incidents:
 - 1.9.23.1. Within two (2) business days for unusual events not related to individual safety
 - 1.9.23.2. As soon as possible, but within 24 hours, for events impacting individual safety, including adverse reactions, medication

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
Exhibit B – Scope of Services**

errors, patient consent errors, or any other life safety event compromising care or safety.

- 1.9.24. Within sixty (60) business days after an incident closes, the Contractor must complete all required after-action processes, including:
 - 1.9.24.1. Conducting a debriefing immediately following the event.
 - 1.9.24.2. Holding at least one (1) after-action meeting with stakeholders.
 - 1.9.24.3. Developing and submitting an After-Action Report/Improvement Plan (AAR/IP) to the Department.
- 1.9.25. The Contractor must ensure proper vaccine storage, handling, and management, and must:
 - 1.9.25.1. Submit a signed Vaccine/Immunoglobulin (IG)/Pharmaceutical Management Agreement to New Hampshire Immunization Program (NHIP) annually, ensuring all listed requirements are met by providers administering vaccines, IG, or other NHIP-supplied pharmaceuticals.
 - 1.9.25.2. Submit a signed Vaccination Provider Agreement to NHIP annually.
 - 1.9.25.3. Ensure the PHEP Coordinator completes the NHIP vaccination training annually.
 - 1.9.25.4. Retain a copy of PHEP Coordinator training certificates on file.
 - 1.9.25.5. Use NHIP training materials or other Department-approved materials to train POD staff on vaccine administration, ordering, storage, and handling.
 - 1.9.25.6. Retain a copy of all training materials on site for reference during PODs.
 - 1.9.25.7. Ensure vaccine is stored at the manufacturer's recommended temperatures at all times while in the Contractor's custody.
 - 1.9.25.8. Record temperatures twice daily, AM and PM, during normal business hours for the primary refrigerator, and hourly when the vaccine is stored outside the primary refrigerator.
 - 1.9.25.9. Maintain an emergency backup plan in case of primary refrigerator failure.

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

Exhibit B – Scope of Services

- 1.9.25.10. Use temperature data logger for all vaccine monitoring, including while stored in the primary refrigerator and during any time outside of it.
- 1.9.25.11. Complete the following for the vaccine supply:
 - 1.9.25.11.1. Account for every dose of vaccine.
 - 1.9.25.11.2. Submit a monthly temperature log for the vaccine storage refrigerator.
 - 1.9.25.11.3. In the event of a vaccine temperature excursion (i.e., when stored vaccine experiences temperatures outside the manufacturer's recommended range), the Contractor must:
 - 1.9.25.11.3.1. Immediately quarantine the vaccine in an appropriate temperature-controlled setting, separate it from other vaccine, and label it "DO NOT USE."
 - 1.9.25.11.3.2. Contact the manufacturer immediately to explain the duration and temperature details of the event to determine if the vaccine is still viable.
 - 1.9.25.11.3.3. Notify NHIP immediately after contacting the manufacturer.
 - 1.9.25.11.3.4. Submit a Cold Chain Incident Report and Data Logger Report to NHIP within 24 hours of the temperature excursion.
- 1.9.25.12. Ensure consent for vaccination, medication administration, infectious disease testing, and participation in New Hampshire Immunization Information System (NHIIS). The Contractor must:
 - 1.9.25.12.1. Use the consent processes provided by medical direction, approved by the Department, to obtain consent from parents/legal guardians of individuals under age 18, and for individuals over the age of 18 who have a legal guardian.

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

Exhibit B – Scope of Services

- 1.9.25.12.2. Distribute, obtain, verify, and store written or electronic consent forms prior to vaccine administration, in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable state and federal regulations.
- 1.9.25.12.3. Ensure a signed consent form is obtained before any vaccine, medication, or infectious disease outbreak testing is administered.
- 1.9.25.12.4. Maintain a written or electronic record of consent via a secure depository system approved or directed by the Department.
- 1.9.25.12.5. Maintain vaccine administration records for all individuals vaccinated, in compliance with HIPAA and other state and federal regulations.
- 1.9.25.12.6. Ensure individuals are notified that they may elect not to participate in vaccinations, NHIS, treatment, and/or testing at any time.
- 1.9.25.12.7. Provide each patient, or the patients' parent/legal guardian, if applicable, the opportunity to opt-in or opt-out of NHIS in accordance with RSA 141-C:20-f, II-a.
- 1.9.25.12.8. Obtain explicit consent before sending any personal information to NHIS.
- 1.9.25.12.9. Only enter vaccine administration records for individuals who have opted in and provided explicit consent.
- 1.9.25.12.10. Maintain all completed opt-in consent forms, in either paper or electronic format.
- 1.9.25.12.11. Adhere to current federal guidelines for vaccine administration, including but not limited to disseminating a Vaccine Information Sheet (VIS) to the patient, legal guardian, or parent on the day of vaccination.
- 1.9.25.13. The Contractor must perform the following tasks within 24 hours of completing each clinic:
 - 1.9.25.13.1. Update the NHIS with vaccines administered and wasted, as outlined in Section 1.9.25.12

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
Exhibit B – Scope of Services**

and in accordance with RSA 141-C:20-f, II-a.
This includes:

- 1.9.25.13.1.1. Ensuring doses entered match the clinical documentation.
- 1.9.25.13.1.2. Submitting the hourly vaccine temperature log for the period the vaccine was stored outside of the primary refrigerator.
- 1.9.25.13.1.3. Submitting totals to NHIP outside of the vaccine ordering system, including:
 - 1.9.25.13.1.3.1. Individuals vaccinated, by age group and vaccine formulation/ lot number.
 - 1.9.25.13.1.3.2. Vaccines wasted, by formulation/ lot number.

1.9.26. The Contractor must develop and maintain capacity to vaccinate and/or dispense medication to at least 50% of identified home-based populations who do not have access through alternate means, within Department- established timelines, which includes:

- 1.9.26.1. Developing and annually updating a home health agency contact list.
- 1.9.26.2. Developing operational procedures and protocols for home-based vaccination/medication dispensing in accordance with the Department’s medical direction. These procedures and protocols must, at a minimum, address:
 - 1.9.26.2.1. Criteria for defining “home-based populations” (e.g., homebound individuals, individuals with disabilities, or those lacking transportation).

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

Exhibit B – Scope of Services

- 1.9.26.2.2. Methods for identifying eligible individuals (e.g., home health agency referrals, local registries, social service partners).
- 1.9.26.2.3. Establishing and maintaining, including annual review and update of, Memorandums of Understanding (MOUs) with home health agencies, visiting nurse services, and other community-based organizations.
- 1.9.26.2.4. Defining roles and responsibilities for RPHN, volunteers, and partner agency staff.
- 1.9.26.2.5. Resource planning, including cold chain management, PPE, and communication tools.
- 1.9.26.2.6. How teams are activated, assigned, and tracked.
- 1.9.26.2.7. Client communication, including notification of eligibility, appointment scheduling, and consent procedures.
- 1.9.26.2.8. Delivery, transport, storage, and administration of MCMs in home settings, including infection control practices.
- 1.9.26.2.9. Documentation of doses administered, inventory used, and client follow-up in Department-approved systems.
- 1.9.26.2.10. Responder safety procedures, including PPE use, exposure control, and staff check-ins.
- 1.9.26.2.11. Real-time communication protocols between dispensing teams, Medical Director/clinical oversight, and the Department.
- 1.9.26.2.12. Access considerations for individuals with limited English proficiency, low literacy, or hearing/vision impairments.
- 1.9.26.2.13. Verification of client identity and eligibility.
- 1.9.26.2.14. Medication/vaccine safety protocols, including proper handling and adverse event response procedures.
- 1.9.26.2.15. Security of medical supplies during transport and dispensing.

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

Exhibit B – Scope of Services

- 1.9.26.2.16. Annual review and update of home-based dispensing operational procedures and protocols.
- 1.9.26.2.17. Pre-deployment review of procedures and protocols to ensure alignment with incident-specific response needs.
- 1.9.26.2.18. Volunteer training on home-based vaccination/medication dispensing procedures and protocols.
- 1.9.26.2.19. Maintenance of trained volunteer rosters.
- 1.9.26.2.20. Maintenance of Department-required resources in accordance with specified baseline inventory levels for successful operation, including:
 - 1.9.26.2.20.1. Medical resources (e.g., vaccine administration supplies, basic first aid equipment);
 - 1.9.26.2.20.2. Cold chain and storage equipment (e.g., vaccine refrigerators, data loggers);
 - 1.9.26.2.20.3. Technology and documentation equipment (e.g., laptops, printers);
 - 1.9.26.2.20.4. Transportation and logistics (e.g., secured containers to store documents or medical supplies);
 - 1.9.26.2.20.5. Personal protective equipment (PPE);
 - 1.9.26.2.20.6. Safety and security (e.g., identification badges);
 - 1.9.26.2.20.7. Client support and education materials; and
 - 1.9.26.2.20.8. Administrative and operational resources.
- 1.9.26.2.21. Conducting at least one (1) annual drill or exercise to test operational readiness.

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

Exhibit B – Scope of Services

- 1.9.26.2.22. Within sixty (60) days after the exercise or incident, completing all required after-action processes, including conducting a hotwash/debriefing immediately following the event, at least one (1) after-action meeting with stakeholders, and submission of an After-Action Report/Improvement Plan (AAR/IP) to the Department.
- 1.9.26.2.23. Participating in any Department-led After-Action Meetings (AAMs) to provide regional input.
- 1.9.27. The Contractor must assist the Department in collecting public feedback on public health initiatives during emergency response, as requested, to inform response activities by:
 - 1.9.27.1. Disseminating Department-developed feedback forms during and after major incidents, as requested.
 - 1.9.27.2. Compiling and submitting completed surveys to the Department.
 - 1.9.27.3. Developing and submitting a summary report within thirty (30) business days of the survey closing date, documenting recommendations or corrective actions based on feedback.
- 1.9.28. The Contractor must, for each contract year, establish and maintain Closed Point of Dispensing (POD) agreements with at least 75% of healthcare entities, 75% of educational institutions, and other organizations within the catchment area that are capable of independently receiving and administering medical countermeasures. To achieve this, the Contractor must implement the following activities to identify, engage, and formalize agreements with eligible organizations, including:
 - 1.9.28.1. Hospitals and health systems;
 - 1.9.28.2. Long-Term Care and Residential Facilities (e.g., nursing homes, assisted living facilities, and group homes);
 - 1.9.28.3. Outpatient and ambulatory clinics (e.g., community health centers, FQHCs, primary care practices, dialysis centers, specialty clinics with established patient populations);
 - 1.9.28.4. Pharmacies (independent and chain pharmacies with established dispensing infrastructure); and

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

Exhibit B – Scope of Services

- 1.9.28.5. Home health agencies able to provide in-home dispensing for homebound clients.
- 1.9.29. The Contractor must carry out the following tasks to support the establishment and maintenance of these Closed POD agreements:
 - 1.9.29.1. Recruit and onboard organizations for Closed POD operation to reach target deliverables.
 - 1.9.29.2. Ensure all Closed POD agreements and contact lists are reviewed and updated annually, including verification of each organization’s continued ability to administer countermeasures.
 - 1.9.29.3. Track participation in Closed POD enrollments and provide the Department with an annual list of all participating organizations.
 - 1.9.29.4. Upload new and updated Closed POD agreements to the Department’s SharePoint site.
 - 1.9.29.5. Provide the Department with a list of all organizations in the catchment area eligible to serve as Closed PODs but without a signed agreement due to lack of current capability or capacity .
 - 1.9.29.6. For each contract year, establish and maintain Closed POD agreements with all of first responder organizations (local police, fire, and EMS) in the catchment area, which includes:
 - 1.9.29.6.1. Maintaining a list of all first responder agencies in the catchment area.
 - 1.9.29.6.2. Recruiting and onboarding first responder organizations to meet the target goal.
 - 1.9.29.6.3. Contacting uncovered agencies annually to revisit participation.
 - 1.9.29.6.4. Providing the Department with an annual list of participating and non-participating first responder agencies.
 - 1.9.29.6.5. Uploading new and updated Closed POD agreements to the Department’s SharePoint site.

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

Exhibit B – Scope of Services

- 1.9.29.7. Facilitate delivery of medical countermeasures to all of Closed POD sites, including direct federal shipments when applicable, ensuring receipt and timely reporting to the Department, which includes:
 - 1.9.29.7.1. Tracking countermeasure shipments within the region.
 - 1.9.29.7.2. Confirming receipt of shipment with the Closed POD lead within 24 hours.
 - 1.9.29.7.3. Documenting and resolving shipment discrepancies.
 - 1.9.29.7.4. Submitting a report to the Department that includes a distribution summary, receipt verification, and inventory and supply tracking.
- 1.9.30. The Contractor must maintain at least one (1) emergency response trailer at inventory levels approved by the Department, keeping trailers in a state of operational readiness so that municipal organizations may access them within 24 hours of request. To meet this requirement, the Contractor must:
 - 1.9.30.1. Inspect trailers quarterly for damage and perform preventative maintenance as needed, or at a minimum annually, to reduce deployment delays, as funding allows.
 - 1.9.30.2. Stock trailers with pre-approved medical surge or disaster sheltering equipment and supplies; regularly check for expiration or wear and replenish items after each use to maintain required inventory levels, as funding allows.
 - 1.9.30.3. Keep an updated inventory list inside each trailer.
 - 1.9.30.4. Verify mutual aid agreements and MOUs with partners to ensure towing vehicles and drivers are available.
 - 1.9.30.5. Coordinate annual trailer deployment to practice hitching, transporting, and demobilizing trailers.
 - 1.9.30.6. Maintain trailer readiness logs documenting inspections, repairs, and supply restocking.
 - 1.9.30.7. Provide safety equipment (e.g., fire extinguishers, wheel chocks, reflective vests, cones) in each trailer, as funding allows.

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

Exhibit B – Scope of Services

- 1.9.30.8. Provide insurance to cover the cost of replacing the trailer and supplies, if necessary.

Sheltering

1.9.31. The Contractor must maintain capacity to deploy trained volunteers to community or state-based disaster shelters within 24 hours of Department or local municipality requests by:

- 1.9.31.1. Maintaining a roster of volunteers trained in shelter operations.
- 1.9.31.2. Providing annual shelter training for volunteers.
- 1.9.31.3. Coordinating with local emergency management for staffing requests.
- 1.9.31.4. Ensuring all assigned volunteers complete just-in-time training (JITT) at the beginning of each shift, as requested by the Department or partner agency.
- 1.9.31.5. Tracking and documenting volunteer deployments.
- 1.9.31.6. Conducting a hotwash/debriefing with all volunteers after each shift.
- 1.9.31.7. Participating in AAR/IP process for each deployment, documenting deployment objectives, strengths, areas for improvement, and corrective actions.
- 1.9.31.8. Participating in any Department led After-Action Meetings to provide regional input.

Family Assistance Center (FAC)/Family Reunification Center (FRC)

1.9.32. The Contractor must maintain capacity to deploy volunteers to Family Assistance Centers (FAC) and Family Reunification Centers (FRC) to fill pre-identified positions within 24 hours of request by maintaining updated volunteer rosters and ensuring role-specific training, which requires:

- 1.9.32.1. Maintaining a roster of volunteers trained in FAC/FRC positions and operations.
- 1.9.32.2. Providing annual FAC/FRC training for volunteers.
- 1.9.32.3. Coordinating with local emergency management for staffing requests.

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

Exhibit B – Scope of Services

- 1.9.32.4. Tracking and documenting volunteer deployments.
- 1.9.32.5. Using Department-provided templates, ensuring all assigned FAC/FRC volunteers complete JITT prior to shift start.
- 1.9.32.6. Liaising with the FAC/FRC Manager and/or Incident Commander during operations.
- 1.9.32.7. Participating in the AAR/IP process for each deployment, documenting deployment objectives, strengths, areas for improvement, and corrective actions.
- 1.9.32.8. Conducting debriefings with volunteers after each shift.
- 1.9.32.9. Participating in any department led After-Action Meetings (AAM) to provide regional input.
- 1.9.32.10. Participating in at least 50% of regional and state-level FAC/FRC planning activities annually as requested and 75% of annual FAC/FRC training and exercises.

Neighborhood Emergency Health Center (NEHC)

- 1.9.33. The Contractor must maintain capacity to deploy and schedule volunteers to Neighborhood Emergency Health Center (NEHC) sites each contract year to fill pre-identified positions within 24 hours of request by:
 - 1.9.33.1. Ensuring all assigned volunteers complete JITT prior to the start of their shift.
 - 1.9.33.2. Maintaining a roster of volunteers trained in NEHC positions and operations.
 - 1.9.33.3. Providing annual NEHC training for volunteers.
 - 1.9.33.4. Coordinating with local emergency management for staffing requests.
 - 1.9.33.5. Tracking and documenting volunteer deployments.
 - 1.9.33.6. Using Department-provided templates to ensure JITT is completed for all assigned NEHC volunteers prior to shift start.
 - 1.9.33.7. Liaising with the NEHC Manager and/or Incident Commander during operations.

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

Exhibit B – Scope of Services

- 1.9.33.8. Conducting a hotwash with volunteers after each shift.
- 1.9.33.9. Participating in an AAR/IP for each deployment, documenting deployment objectives, strengths, areas for improvement, and corrective actions, as requested by the Department.
- 1.9.33.10. Participating in any Department led After-Action Meetings to provide regional input.

Alternate Health System (AHS)

- 1.9.34. The Contractor must maintain capacity to deploy and schedule trained volunteers to Alternate Health System (AHS) sites to augment clinical and non-clinical staffing within 24 hours of Department request by:
 - 1.9.34.1. Ensuring all assigned volunteers complete JITT prior to the start of their shift.
 - 1.9.34.2. Maintaining a roster of clinical and non-clinical volunteers trained in AHS operations.
 - 1.9.34.3. Providing annual AHS training for volunteers.
 - 1.9.34.4. Coordinating with local and state partners for staffing requests.
 - 1.9.34.5. Tracking and documenting volunteer deployments.
 - 1.9.34.6. Using Department-provided templates to ensure JITT is completed for all assigned AHS volunteers prior to shift start.
 - 1.9.34.7. Liaising with the AHS Incident Commander during operations.
 - 1.9.34.8. Conducting a hotwash with volunteers after each shift.
 - 1.9.34.9. Participating in the development of an AAR/IP for each deployment, documenting deployment objectives, strengths, areas for improvement, and corrective actions.
 - 1.9.34.10. Participating in any Department led After-Action Meetings to provide regional input.

Inventory Management

- 1.9.35. The Contractor must, by June 30th of each contract year, update and upload a complete annual inventory of all regional assets into the

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

Exhibit B – Scope of Services

Administration for Strategic Preparedness & Response (ASPR's) current inventory management system, as directed by the Department, and update inventory records within five (5) business days of any supply usage, redistribution, or replenishment. To support this requirement, the Contractor must:

- 1.9.35.1. Monitor, document, and report all regional inventory distribution rates as directed by the Department, to guide purchasing decisions and future preparedness planning.
- 1.9.35.2. Assess supply levels to ensure Department-required inventories are maintained for PODs, medical surge activities, mass casualty incident (MCI), and disaster sheltering operations, and document results in ASPR's current inventory management system.
- 1.9.35.3. Compare inventory against required supply list.
- 1.9.35.4. Reorder supplies from the pre-approved inventory list developed by the Department with Contractor input to ensure regional needs are addressed.
- 1.9.35.5. Maintain documentation of approvals and purchase records for submission in quarterly financial and logistics reports.
- 1.9.35.6. By June 30th of each contract year, review and update agreements with all trailer and cache host agencies, ensuring that all of agreements clearly define agency roles and responsibilities, and maintain updated contact information in regional records and the Department's SharePoint system.
- 1.9.35.7. Once each quarter, test all specialized equipment (e.g., generators, radios, cooling units, refrigerators) to verify operational readiness, document results in equipment logs, and report any deficiencies within two (2) business days, with a written corrective actions report submitted to the Department within fifteen (15) business days.
- 1.9.35.8. Review current inventory and par levels before drafting purchase requests to confirm actual need.
- 1.9.35.9. Confirm that all requested items are on the Department's approved inventory list and align with applicable funding

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

Exhibit B – Scope of Services

guidance. If an item is required but not listed, obtain Department approval prior to purchase to ensure compliance with grant requirements and funding limitations.

- 1.9.35.10. Document price quotes from three (3) Contractors for items over \$250 to ensure cost-effectiveness.
- 1.9.35.11. Draft purchase requests with justification and submit to the Department for approval.
- 1.9.35.12. Retain written or email purchase approval records.

Volunteer Recruitment and Retention

1.9.36. The Contractor must maintain the capability to manage and deploy volunteers for small-scale incidents and provide support to the State during medium and large-scale public health emergencies. The Contractor must provide the following volunteer management services:

- 1.9.36.1. For each contract year, hold a minimum of twelve (12) volunteer engagement activities (one per month), which may include meetings, trainings, exercises, or response activities. Ensure at least 75% of active Medical Reserve Corps (MRC) and Community Emergency Response Team (CERT) volunteers attend 50% of engagement opportunities, and document outcomes within two (2) weeks of each session.
- 1.9.36.2. Maintain updated rosters of MRC and, if applicable, CERT volunteers.
- 1.9.36.3. Develop and publish an annual volunteer engagement calendar by July 30th each year, ensuring a variety of engagement activities to maintain volunteer interest.
- 1.9.36.4. Track volunteer participation in engagement activities.
- 1.9.36.5. Document outcomes based on pre- and post- knowledge evaluations and training feedback.

1.9.37. The Contractor must ensure all of active MRC and CERT (if applicable) volunteers are registered and credentialed in the Department-provided volunteer management system, by June 30th of each contract year, with quarterly audits conducted to verify accuracy and completeness of records. To meet this requirement, the Contractor must complete the following activities:

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

Exhibit B – Scope of Services

- 1.9.37.1. Provide instruction or a brief orientation to volunteers on how to use the system.
 - 1.9.37.2. Support the registration of new volunteers, ensuring they are registered in the system within fourteen (14) business days of orientation and that their accounts are complete.
 - 1.9.37.3. Provide technical assistance for access and other system-related issues.
 - 1.9.37.4. Conduct a baseline audit of all current volunteers to identify missing or incomplete accounts.
 - 1.9.37.5. Send quarterly reminders to volunteers to review and update their profiles (e.g., contact info, licenses, certifications).
 - 1.9.37.6. Before each exercise or real-world event, verify that assigned volunteers are fully registered and credentialed in the system.
 - 1.9.37.7. Review records quarterly to ensure accuracy, completeness, and credential validity.
 - 1.9.37.8. Verify that all active volunteers maintain all position-required credentials (e.g., clinical licenses, CPR certification), document compliance in the system, and follow-up with volunteers within 30 days of any expired or missing credentials.
 - 1.9.37.9. Track and report progress toward the 100% registration and credentialing goal.
- 1.9.38. The Contractor must, by June 30th of each contract year, implement recruitment activities to expand the active MRC and CERT (if applicable) volunteer teams. To support this effort, the Contractor must complete the following activities:
- 1.9.38.1. Annually assess the type, quantity, and skillsets required of volunteers to meet program requirements.
 - 1.9.38.2. Engage with the region's first responders (police, fire, emergency medical services) to augment workforces during an emergency.
 - 1.9.38.3. Develop volunteer recruitment materials, with Department approval.

RFA-2027-DPH-01-REGIO-05

City of Nashua

Contractor Initials

Date 6/10/26

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

Exhibit B – Scope of Services

- 1.9.38.4. Partner with local organizations to distribute recruitment materials.
- 1.9.38.5. Track recruitment using volunteer sign-up forms and entries in the volunteer management system.
- 1.9.38.6. Provide quarterly reports highlighting progress toward recruitment and retention deliverables.
- 1.9.38.7. Within the first 12 months, increase volunteer numbers by at least 25% compared to the current baseline.
- 1.9.38.8. In each subsequent contract year, increase the volunteer roster(s) by 5%.
- 1.9.38.9. Maintain a volunteer attrition rate of no more than 2.5% annually and report barriers to meeting this requirement to the Department.
- 1.9.38.10. Prioritize recruitment of clinical and healthcare-experienced individuals by conducting quarterly outreach events at healthcare facilities and schools, and community events.
- 1.9.39. The Contractor must offer to conduct exit surveys or interviews with all departing volunteers and:
 - 1.9.39.1. Compile and analyze results on a quarterly basis and submit a summary report to the Department that includes identified trends and recommendations for program improvement.
 - 1.9.39.2. Send the Department-provided exit survey to volunteers within five (5) business days of their departure.
 - 1.9.39.3. Conduct follow-up phone interviews if no survey response is received.
 - 1.9.39.4. Compile findings and submit a quarterly report to the Department, including the following key areas:
 - 1.9.39.4.1. Number of volunteers who have resigned;
 - 1.9.39.4.2. Reasons for leaving, highlighting positive and negative trends and recurring issues; and
 - 1.9.39.4.3. Actionable recommendations for program improvement.

1.9.40. The Contractor must ensure that all volunteer applicants meet

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

Exhibit B – Scope of Services

Department eligibility criteria and that required background checks are completed at the time of application and renewed a minimum of every three (3) years thereafter.

1.9.41. The Contractor must complete the following activities to ensure readiness of PHEP Volunteers for deployment upon a public health emergency event:

1.9.41.1. Maintain a current roster of volunteers trained in POD operations.

1.9.41.2. Activate volunteers upon request from the Department.

1.9.41.3. Complete JITT for volunteers as requested by the Department using Department-provided training materials.

1.9.41.4. Track and report volunteer hours.

1.9.42. The Contractor must deliver a Department-approved volunteer orientation program to all of new volunteers within two (2) months of onboarding that covers the PHEP program overview, volunteer utilization, training/exercise requirements, credentialing, participation standards, deployment processes, and organizational structure, including the following:

1.9.42.1.1. Host orientation sessions.

1.9.42.1.2. Maintain attendance and completion records.

1.9.42.1.3. Follow-up with volunteers who miss orientation deadlines.

1.9.42.1.4. Review and update orientation content annually to reflect program changes.

1.9.42.1.5. Maintain documentation of completion in the Department's volunteer management system (NH Responds).

1.9.42.1.6. Include the number of volunteers who completed orientation in the quarterly report.

1.9.43. The Contractor must conduct quarterly volunteer notification drills with 75% response rate for each contract year, including:

1.9.43.1. Sending notification messages via email, text message, or phone.

1.9.43.2. Recording response rates and address barriers to communication within 30 business days of identification.

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

Exhibit B – Scope of Services

- 1.9.43.3. After each volunteer drill, notifying the Department if fewer than 50% of volunteers respond, and submitting a corrective action summary within 30 business days outlining identified barriers and strategies to improve volunteer responsiveness.
- 1.9.44. The Contractor must, from November through May of each contract year, facilitate participation of regional volunteers in the Department-led annual training series by promoting all training opportunities to all active volunteers. To achieve this requirement, the Contractor must:
 - 1.9.44.1. Distribute the training calendar to all volunteers.
 - 1.9.44.2. Issue training announcements and provide regular reminders to encourage participation.
- 1.9.45. The Contractor must, by June 30th of each contract year, provide volunteers with access to training for each of the following topics: Incident Command System (ICS) courses, inventory management, FAC, FRC, disaster sheltering, NEHC, open PODs, Responder Safety and Health, and other training topics as identified by the Department. To meet this requirement, the Contractor must:
 - 1.9.45.1. Develop and publish a regional volunteer training schedule.
 - 1.9.45.2. Recruit qualified instructors.
 - 1.9.45.3. Manage registration and accurately record attendance.
 - 1.9.45.4. Conduct post-training evaluations and compile results.
 - 1.9.45.5. Maintain training records and submit quarterly participation summaries to the Department.
- 1.9.46. The Contractor must, by June 30, 2028, and every two (2) years thereafter, as requested by the Department, participate in Volunteer Training Needs Assessment (TNA), to include:
 - 1.9.46.1. Providing formal feedback on survey content.
 - 1.9.46.2. Promoting and encouraging participation in the state-led Volunteer Training Needs Assessment (TNA).
 - 1.9.46.3. Reviewing survey results and updating the regional IPP and volunteer training calendar accordingly.
 - 1.9.46.4. Publishing the updated IPP and volunteer training calendar to address identified gaps.

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

Exhibit B – Scope of Services

- 1.9.47. The Contractor must require all volunteers activated to attend, Just-in-Time Training (JITT), in collaboration with the Department, prior to deployment, for every emergency response, ensuring all assigned volunteers complete the training, which includes:
- 1.9.47.1. Preparing JITT modules for PODs, disaster shelters, FAC/FRC, NEHC, and AHS using Department-provided templates.
 - 1.9.47.2. Providing JITT immediately prior to deployment.
 - 1.9.47.3. Tracking volunteer completion of JITT training.
 - 1.9.47.4. Updating JITT training as needed and communicating changes promptly to all volunteers.
- 1.9.48. The Contractor must, by June 30th of each contract year, conduct at least one (1) annual volunteer exercise (drill, discussion-based, functional, or full-scale) in addition to call-down drill and POD exercise requirements, focusing on disaster sheltering, FAC/FRC operations, or medical surge responses, ensuring participation from at least 75% of active volunteers. To ensure accountability and continuous improvement, the Contractor must complete the following actions after each exercise:
- 1.9.48.1. Within 60 business days of each exercise, complete all the following required after-action processes:
 - 1.9.48.1.1. Conduct a debriefing immediately following the exercise.
 - 1.9.48.1.2. Hold at least one (1) after-action meeting with volunteers and stakeholders for each exercise conducted.
 - 1.9.48.1.3. Develop and submit an After-Action Report/Improvement Plan (AAR/IP) to the Department within 90 business days of the exercise, documenting objectives, strengths, areas for improvement, and corrective actions.
 - 1.9.48.1.4. Track corrective actions and verify implementation of improvements.
 - 1.9.48.1.5. Incorporate lessons learned into future training and exercises.

Volunteer Health, Safety, and Resilience

RFA-2027-DPH-01-REGIO-05

City of Nashua

Contractor Initials 
Date 6/10/26

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

Exhibit B – Scope of Services

- 1.9.49. The Contractor must, by June 30th of each contract year and in coordination with the Department, implement and maintain a standardized process to track and monitor the health and safety of all volunteers before, during, and after deployments, to include:
- 1.9.49.1. Distributing a pre-deployment health checklist and require volunteers to complete it prior to deployment.
 - 1.9.49.2. Requiring volunteers to provide proof of required vaccinations prior to deployment, when applicable.
 - 1.9.49.3. Delivering incident-specific safety briefings and reminders at volunteer check-in.
 - 1.9.49.4. Conducting wellness check-ins at regular intervals during operations.
 - 1.9.49.5. Tracking hours worked to prevent fatigue and enforce rest breaks during active work hours.
 - 1.9.49.6. Developing standards and procedures to ensure adequate time off between deployment shifts.
 - 1.9.49.7. Documenting any incidents, injuries, or exposures immediately upon occurrence and reporting them to the Department.
 - 1.9.49.8. Developing plans and protocols for managing occupational health exposures and injuries as directed by the Department and aligned with the Department’s medical direction program.
 - 1.9.49.9. Collecting post-deployment health surveys and solicit feedback on health and safety concerns to inform future responses.
 - 1.9.49.10. Maintaining health and safety records related to deployments for all deployed volunteers in the Department-provided system.
 - 1.9.49.11. Submitting summary reports with de-identified data to the Department within thirty (30) calendar days of each deployment.
 - 1.9.49.12. Tracking trends in health and safety issues and recommend opportunities for program improvement.

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

Exhibit B – Scope of Services

- 1.9.49.13. Offering annual training on responder health and safety, including stress management, resilience, and self-care practices.
- 1.9.49.14. Ensuring compliance with all Department-issued health and safety guidance during public health incidents and emergencies by distributing updated guidance to volunteers within 24 hours of receipt and incorporating requirements into pre-deployment briefings.
- 1.9.49.15. Increasing volunteer awareness and access to mental health and resiliency resources, including community programs, behavioral health services, critical incident stress management, peer support, and the 9-8-8 crisis line, by distributing resource information annually and after every deployment through at least two (2) distinct communication channels (e.g., email, trainings, newsletters).
- 1.9.50. The Contractor must attend bi-monthly meetings of PHEP coordinators and MCM ORR project meetings convened by the Department's DPHS and/or Bureau of Emergency Preparedness, Response and Recovery (EPRR).
- 1.9.51. The Contractor must attend a minimum of two (2) trainings per year offered by Department's training programs on topics relevant to this scope of work.
- 1.9.52. The Contractor must provide PHEP with a technical assistance needs assessment report in a format approved in advance by the Department, and update this report on an ongoing basis to ensure it reflects current needs and priorities.

Public Health Emergency Preparedness Reporting

- 1.9.53. The Contractor must complete quarterly and annual reports that include progress toward meeting the program services outlined in this Agreement including activities identified in the Department-approved annual Work Plan, including but not limited to:
 - 1.9.53.1. Response plan updates, including:
 - 1.9.53.1.1. Indicating completion of biennial RPHEA Base Plan update and uploading the plan to the Department's SharePoint site by required deadlines (annual reporting requirement).

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

Exhibit B – Scope of Services

- 1.9.53.1.2. Indicating completion of annual RPHEA Annexes and Attachments updates (i.e. Critical Contact Sheets, etc.) and uploading the updated documents to the Department’s SharePoint site (annual reporting requirement).
- 1.9.53.2. Delivery of training sessions for partners, volunteers, and the public, to include:
 - 1.9.53.2.1. Number and topic of training sessions delivered quarterly (quarterly reporting requirement).
 - 1.9.53.2.2. The number of people trained by type (partner, volunteers, and public), quarterly (quarterly reporting requirement).
 - 1.9.53.2.3. Training sessions rating summaries based on post-training evaluations, quarterly (quarterly reporting requirement).
- 1.9.53.3. Coordination and delivery of required exercises, including:
 - 1.9.53.3.1. Number and types of exercises conducted quarterly (quarterly reporting requirement).
 - 1.9.53.3.2. Submit After-Action Reports and Improvement Plans (AAR/IPs) utilizing Federal Emergency Management Agency’s (FEMA) template, written as a result of an exercise or real-world event, to the Department within 60 calendar days of the event.
 - 1.9.53.3.3. Number of improvement items identified and closed within three (3), six (6), nine (9), and twelve (12) months (annual reporting requirement).
- 1.9.53.4. Regional partner engagement.
- 1.9.53.5. Document outcomes of PHEP Committee meetings held at least every two (2) months (annual reporting requirement).
- 1.9.53.6. Identify which sectors have been invited to participate but do not participate, including providing details if targeted sector participation is not achieved, and document what corrective action items are implemented (annual reporting requirement).

Response Capacity Reporting Requirements

- 1.9.54. For Closed POD agreements, the Contractor must provide an annual list of participating and non-participating entities, organized by target sectors (healthcare entities, educational institutions, first responder agencies, and other organizations). The list must also document each entity’s eligibility to

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

Exhibit B – Scope of Services

serve as a Closed POD and indicate whether the entity currently has the capacity and capability to do so (annual reporting requirement).

- 1.9.54.1. An annual inventory of all regional assets, including reporting on supply distribution rates (annual reporting requirement).
- 1.9.54.2. Equipment deficiencies and corrective actions open and closed within three (3), six (6), nine (9), and twelve (12) months, as needed (quarterly reporting requirement).
- 1.9.54.3. Trailer agreements renewals are to be uploaded by June 30th of each contract year to the Department’s SharePoint site (annual reporting requirement).

Volunteer Management Reporting Requirements

- 1.9.55. The Contractor must prepare an annual volunteer recruitment and retention report that clearly indicates whether recruitment targets have been met (annual reporting requirement), to include:
 - 1.9.55.1. Identification and summary of volunteer recruitment activities conducted by the RPHN.
 - 1.9.55.2. Identification and summary of volunteer retention activities conducted by the RPHN.
 - 1.9.55.3. Total number and percentages of volunteers recruited, retained, and separated.
 - 1.9.55.4. Corrective action plan developed by the Contractor if 25% recruitment (and 5% every year thereafter) is not achieved.
 - 1.9.55.5. Skills set analysis to identify strengths and gaps in volunteer capacity based on response requirements.
 - 1.9.55.6. Strategies implemented to improve retention and engagement.
 - 1.9.55.7. Records of volunteer attrition, including reason for separation (e.g., relocation, loss of interest, credential lapses).
 - 1.9.55.8. Percent of volunteers who are deployment ready (annual reporting requirement), including:
 - 1.9.55.8.1. The percentage of volunteers registered and credentialed in NH Responds.
 - 1.9.55.8.2. The percentage of volunteers who have completed background checks and other onboarding steps (e.g. orientation).
 - 1.9.55.8.3. The percentage of volunteers with verified licenses.

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

Exhibit B – Scope of Services

- 1.9.55.8.4. The percentage of volunteers who have completed training requirements for shelter, POD, AHS, NEHC, FAC/FRC operations.

Responder Safety and Health Reporting Requirements

1.9.56. The Contractor must:

- 1.9.56.1. Prepare and submit an annual summary of responder safety and health monitoring activities.
- 1.9.56.2. Report promptly on any incidents, exposures, or injuries that occur during responses, drills, or exercises, as needed.

1.9.57. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

1.9.58. The Contractor must submit all reports electronically through a secure depository system approved or directed by the Department by the established deadlines within this Agreement.

2. Background Checks

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

- 2.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
- 2.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
- 2.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

2.2. Confidential Data

- 2.2.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
- 2.2.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
Exhibit B – Scope of Services**

federal and state laws and regulations and the Department’s Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

2.3. Privacy Impact Assessment

2.3.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 2.3.1.1. How PII is gathered and stored;
- 2.3.1.2. Who will have access to PII;
- 2.3.1.3. How PII will be used in the system;
- 2.3.1.4. How individual consent will be achieved and revoked; and
- 2.3.1.5. Privacy practices.

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

2.4. Department Owned Devices, Systems and Network Usage

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

- 2.4.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 2.4.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden

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

Exhibit B – Scope of Services

including, but not limited, to personal or other private and non-Department use, and that at no time must they access or attempt to access information without having the express authority of the Department to do so;

- 2.4.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 2.4.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 2.4.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 2.4.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 2.4.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 2.4.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 2.4.1.9. Agree when utilizing the Department's email system:

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

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

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

RFA-2027-DPH-01-REGIO-05

City of Nashua

Contractor Initials 

Date 6/10/26

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

Exhibit B – Scope of Services

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

- 2.4.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 2.4.1.10.1. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 2.4.1.10.2. Sign the Department’s Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.
 - 2.4.1.10.3. Only access the Department’s intranet to view the Department’s Policies and Procedures and Information Security webpages.
- 2.4.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 2.4.1.12. Contractor agrees to notify the Department a minimum of three (3) business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
Exhibit B – Scope of Services**

notify the Department’s Information Security Office or designee immediately.

2.5. Contract End-of-Life Transition Services

2.5.1. General Requirements

2.5.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services (“Transition Services”) from the Contractor to the Department and, if applicable, the new Contractor (“Recipient”) engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department must provide the DTP template to the Contractor.

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

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

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

Exhibit B – Scope of Services

- 2.5.1.4. The internal planning of the Transition Services by the Contractor and its End Users must be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services must be deemed to be Services for purposes of this Agreement.
- 2.5.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 2.5.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

2.5.2. Completion of Transition Services

- 2.5.2.1. Each service or transition phase must be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
- 2.5.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

2.5.3. Disagreement over Transition Services Results

- 2.5.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department must notify the Contractor, in writing, stating the reason for the lack of

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

Exhibit B – Scope of Services

satisfaction within fifteen (15) business days of the final product or at any time during the data Transition process. The Parties must discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department must be entitled to initiate actions in accordance with the Agreement.

2.6. Website and Social Media

- 2.6.1. The Contractor must provide a website approved by the Department to disseminate RPHN program information and public health resources to the public and agency partners, which includes information on the PHAC, Community Health Improvement Plan (CHIP), Substance Misuse Prevention Coordinator(SMPC), CoC facilitation, and PHEP programs.
- 2.6.2. The Contractor must work with the Department’s Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH Department of Information Technology (DoIT) website and social media requirements and policies.
- 2.6.3. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department’s Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

2.7. State of New Hampshire’s Website Copyright

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

3. Exhibits Incorporated

RFA-2027-DPH-01-REGIO-05

City of Nashua

Contractor Initials 
Date 6/10/26

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
Exhibit B – Scope of Services**

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

4. Additional Terms

- 4.1. Impacts Resulting from Court Orders or Legislative Changes
 - 4.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 4.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
 - 4.2.1. The Contractor must submit:
 - 4.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
 - 4.2.1.2. A written attestation, within forty-five (45) days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last twelve (12) months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and

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

Exhibit B – Scope of Services

4.2.1.3. The Department’s Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last twelve (12) months and is accessible on the Department’s website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

4.3. Credits and Copyright Ownership

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

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

4.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

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

4.4. Operation of Facilities: Compliance with Laws and Regulations

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

**New Hampshire Department of Health and Human Services
Regional Public Health Network Services
Exhibit B – Scope of Services**

Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

5. Records

5.1. The Contractor must keep records that include, but are not limited to:

5.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

5.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

5.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application (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.

5.1.4. Medical records on each patient/recipient of services.

5.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

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

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

Payment Terms

1. This Agreement is funded by:
 - 1.1. 84% Federal funds, including:
 - 1.1.1. Preventative Health Block Grant, as awarded on TBD, by the Centers for Disease Control, Department of Health and Human Services, ALN # 93.991, FAIN # NB01OT009381, and
 - 1.1.2. Public Health Emergency Preparedness, as awarded on TBD, by the Centers for Disease Control, Department of Health and Human Services, ALN # 93.069, FAIN # NU90TU000009, and
 - 1.1.3. Substance Abuse Prevention and Treatment Block Grant as awarded on TBD, by the Centers for Disease Control, Department of Health and Human Services, ALN # 93.959, FAIN # TI084659, and
 - 1.1.4. Strengthening NH Public Health Infrastructure, Workforce, and Data Systems, as awarded on 11/29/2022, by the Centers for Disease Control, Department of Health and Human Services, ALN # 93.967; FAIN # NE11OE000077.
 - 1.2. 16% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual paid allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2
4. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a format as provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment in accordance with Section 3, above.
 - 4.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.

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

- 4.5. Is completed, dated and returned to the Department to initiate payment.
- 4.6. Is assigned an electronic signature and is emailed to DHHS.DPHS.Contract@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.
6. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7., Completion Date.
7. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years through the Budget Office, may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 8.1.3. Condition C - The Contractor is a public company and required by Securities and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor

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

shall submit quarterly progress reports on the status of implementation of the corrective action plan.

- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.
- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.
9. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.



New Hampshire Department of Health and Human Services
 Contractor Name: *City of Nashua*
 Budget Request for: (Pull-down) *Greater Nashua*
 Budget Period (Pull-down): *SFY 2027 (7/1/26-6/30/2027)*
 Average Indirect Cost Rate (if applicable) *5%*

Line Item	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Substance Misuse	Volunteer Management	Continuum of Care Facilitation
1. Salary & Wages	\$119,459	\$119,151	\$1,650	\$5,922	\$77,542
2. Fringe Benefits	\$9,186	\$50,177	\$1,219	\$2,799	\$35,854
3. Consultants	\$0	\$0	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0	\$0	\$0
<i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix I (to 2 CFR 200.</i>					
5.(a) Supplies - Educational	\$200	\$3,500	\$0	\$100	\$300
5.(b) Supplies - Lab	\$0	\$0	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$750	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$2,500	\$0	\$250	\$250
6. Travel	\$200	\$1,500	\$250	\$100	\$350
7. Software	\$1,000	\$3,000	\$0	\$0	\$2,000
8. (a) Other - Marketing/Communications	\$500	\$6,500	\$500	\$250	\$3,000
8. (b) Other - Education and Training	\$150	\$3,500	\$350	\$0	\$350
8. (c) Other - Other (Office Supplies)	\$150	\$260	\$0	\$79	\$300
<i>Other (Telephone)</i>	\$0	\$1,200	\$0	\$0	\$600
<i>Other (Printing)</i>	\$380	\$2,500	\$89	\$0	\$500
<i>Other (Meeting Supplies)</i>	\$100	\$1,200	\$150	\$0	\$350
<i>Other (Subscription)</i>	\$150	\$2,500	\$0	\$0	\$350
<i>Other (Postage)</i>	\$25	\$59	\$0	\$0	\$72
9. Subrecipient Contracts	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$28,500	\$198,297	\$4,208	\$9,500	\$121,818
Total Indirect Costs	\$1,500	\$10,437	\$222	\$500	\$6,412
Subtotals	\$30,000	\$208,734	\$4,430	\$10,000	\$128,230
TOTAL					\$381,394

Contractor Initial: 
 Date: 6/10/26

New Hampshire Department of Health and Human Services
 Contractor Name: *City of Nashua*
 Greater Nashua
 Budget Request for: SFY 2028 (7/1/27-6/30/28)
 Budget Period:
 Average Indirect Cost Rate (if applicable) 5%

Line Item	Public Health Advisory Council (50% PH 50% BDAS)	Public Health Emergency Preparedness	Substance Misuse	Volunteer Management	Continuum of Care Facilitation
1. Salary & Wages	\$16,459	\$119,151	\$1,650	\$5,922	\$77,542
2. Fringe Benefits	\$9,186	\$50,177	\$1,219	\$2,799	\$35,854
3. Consultants	\$0	\$0	\$0	\$0	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0	\$0	\$0	\$0	\$0
5.(a) Supplies - Educational	\$200	\$3,500	\$0	\$100	\$300
5.(b) Supplies - Lab	\$0	\$0	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$750	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$2,500	\$0	\$250	\$250
6. Travel	\$200	\$1,500	\$250	\$100	\$350
7. Software	\$1,000	\$3,000	\$0	\$0	\$2,000
8. (a) Other - Marketing/Communications	\$500	\$6,500	\$500	\$250	\$3,000
8. (b) Other - Education and Training	\$150	\$3,500	\$350	\$0	\$350
8. (c) Other - Other (Office Supplies)	\$150	\$260	\$0	\$79	\$300
Other (Telephone)	\$0	\$1,200	\$0	\$0	\$600
Other (Printing)	\$380	\$2,500	\$89	\$0	\$500
Other (Meeting Supplies)	\$100	\$1,200	\$150	\$0	\$350
Other (Subscription)	\$150	\$2,500	\$0	\$0	\$350
Other (Postage)	\$25	\$59	\$0	\$0	\$72
9. Subrecipient Contracts	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$28,500	\$198,297	\$4,208	\$9,500	\$121,818
Total Indirect Costs	\$1,500	\$10,437	\$222	\$500	\$6,412
Subtotals	\$30,000	\$208,734	\$4,430	\$10,000	\$128,230
				TOTAL	\$381,394

Contractor Initial: 
 Date: 6/10/26

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

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/icr/201009-0348-022/doc/20388401>
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this Agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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

-
12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
 13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
 15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

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

SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

SECTION F: CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

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

FORM A

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

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

_____NO _____YES

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

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

_____NO _____YES

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Contractor Name:

6/10/2026
Date: _____


Name: James Donchess
Title: Mayor

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

A. Definitions

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

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

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

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

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov





New Hampshire Department of Health and Human

Exhibit F

BUSINESS ASSOCIATE AGREEMENT

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

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

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

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

Exhibit F

Business Associate Agreement
Page 1 of 5

Contractor Initials 

V 2.0

Date 6/10/26



New Hampshire Department of Health and Human

Exhibit F

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

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

Exhibit F

Business Associate Agreement
Page 2 of 5

Contractor Initials *JWD*

Date 6/10/26



New Hampshire Department of Health and Human

Exhibit F

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

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
 - i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

Exhibit F

Business Associate Agreement
Page 3 of 5

Contractor Initials

A handwritten signature in black ink, appearing to be "JWD", written over the "Contractor Initials" label.

V 2.0

Date 6/10/26



New Hampshire Department of Health and Human

Exhibit F

accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

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

Exhibit F

Business Associate Agreement
Page 4 of 5

Contractor Initials

[Handwritten Signature]

Date 6/10/26

V 2.0



New Hampshire Department of Health and Human

Exhibit F

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

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
c. Data Ownership - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
d. Interpretation - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

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

Department of Health and Human Services

City of Nashua

The State

Name of the Contractor

DocuSigned by: Iain Watt

Handwritten signature of James Donchess

Signature of Authorized Representative

Signature of Authorized Representative

Iain Watt

James Donchess

Name of Authorized Representative

Name of Authorized Representative

Director - DPH

Mayor

Title of Authorized Representative

Title of Authorized Representative

6/15/2026

6/10/2026

Date

Date

Exhibit F

Contractor Initials [Handwritten Signature]

Date 6/10/26

City of Nashua
229 Main Street
Nashua, NH 03061-2019
(603) 589-3010, Option #5
CityClerkDept@NashuaNH.Gov

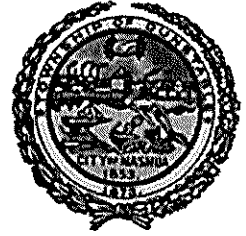
Office of the City Clerk

Daniel Healey

City Clerk

Roger Ordway Jr.

Deputy City Clerk



CERTIFICATION OF MUNICIPALITY

I, Daniel Healey, City Clerk of the City of Nashua, County of Hillsborough, State of New Hampshire, do hereby certify that:

1. I am the duly appointed City Clerk for the City of Nashua, NH;
2. I maintain and have custody of and am familiar with the seal and minute books of the municipality;
3. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
4. That James W. Donchess was elected Mayor, by the voters of the City of Nashua, at the Municipal Election held on November 7, 2023;
5. The attached is a true copy of City Charter Section 45 which identifies the Mayor as the chief administrative officer and head of the administrative branch of city government. As such, the mayor supervises the administrative affairs of the city, carries out the policies enacted by the Board of Aldermen, and performs those duties prescribed by resolution or ordinance of the Board of Aldermen.
6. The foregoing charter provision, approved by the voters of Nashua, is in full force and effect, unamended, as of the date hereof; and
7. The following persons lawfully occupy the office(s) indicated below:
 - James W. Donchess, Mayor
 - Steven Bolton, Corporation Counsel
 - Dawn Enwright, Chief Financial Officer
 - Diane Mulholland, Tax Collector/Treasurer
 - Daniel Healey, City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the Municipality on June 11, 2026.

Attest:


Daniel Healey, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On June 11, 2026, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me, to be the City Clerk of the municipality identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

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



Notary Public/Justice of the Peace

CASSANDRA R GUILFORD
Justice of the Peace, State of New Hampshire
My Commission Expires May 3, 2028

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

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

CERTIFICATION

I hereby certify that the attached document is a true and accurate copy of Resolution 26-042

RELATIVE TO THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$762,788 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO VARIOUS PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES


Passed by the Board of Aldermen on June 09, 2026, and approved by the Mayor on June 10, 2026;

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

WITNESS my hand and the seal of the said City of Nashua, New Hampshire, this 11th day of June 2026.

A true copy.

Attest:



Daniel Healey
City Clerk



RESOLUTION

RELATIVE TO THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$762,788 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO VARIOUS PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

WHEREAS, R-26-030 (“Relative to the acceptance of grant funds in the amount of \$381,394 from the State of New Hampshire Department of Health and Human Services into various Public Health and Community Services Grant Activities”), which was passed by the Board of Aldermen on May 26, 2026, was only for FY27 grant funds, and the State requires the City to accept both FY27 and FY28 grant funds at this time.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that R-26-030 is hereby repealed and replaced with this resolution; and

FURTHER RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Public Health and Community Services are authorized to accept grant funds in the amount of \$762,788 from the State of New Hampshire Department of Health and Human Services into the following Public Health and Community Services Grant Activities for the purpose of supporting staffing capacity and operations to deliver a broad range of public health services in the Greater Nashua Public Health Region.

Activity	Approved Contract Total	FY 27	FY 28
Continuum of Care Facilitation	256,460	128,230	128,230
Public Health Advisory Council	60,000	30,000	30,000
Public Health Emergency Preparedness	417,468	208,734	208,734
Substance Misuse Prevention	8,860	4,430	4,430
Volunteer Management	20,000	10,000	10,000
Total:	\$762,788.00	\$381,394.00	\$381,394.00

This funding will remain in effect through June 30, 2028.

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-042

PURPOSE:

Relative to the acceptance of grant funds in the amount of \$762,788 from the State of New Hampshire Department of Health and Human Services into various Public Health and Community Services Grant Activities

SPONSOR(S):

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE:

The fiscal impact is \$762,788 of grant funding to be used for specific purposes.

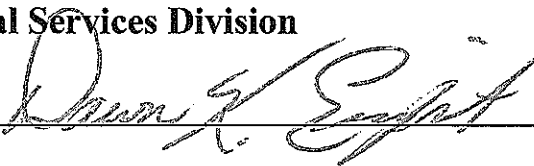
ANALYSIS

This resolution authorizes the City to accept grant funds from the State of New Hampshire Department of Health and Human Services for the purpose of providing regional public health network services in the Greater Nashua Public Health Region. This funding shall be in effect through June 30, 2028.

Approved as to account structure, numbers, and amount:

Financial Services Division

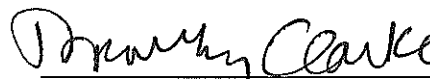
By:




Approved as to form:

Office of Corporation Counsel

By:



Date:



RESOLUTION R-26-042

Relative to the acceptance of grant funds in the amount of \$762,788 from the State of New Hampshire Department of Health and Human Services into various Public Health and Community Services Grant Activities

Endorsed by

[Signature] MAYOR
[Signature] Klee
[Signature]
[Signature]
[Signature] Sennott
[Signature] Kelly
[Signature] O'Brien

IN THE BOARD OF ALDERMEN

1ST READING June 9, 2026

Referred to:

2nd Reading June 9, 2026

3rd Reading _____

4th Reading _____

Other Action _____

Passed June 9, 2026

Indefinitely Postponed _____

Defeated _____

Attest: *[Signature]* City Clerk

[Signature] President

Approved *[Signature]* Mayor's Signature

10/10/26 Date

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____ City Clerk

President

