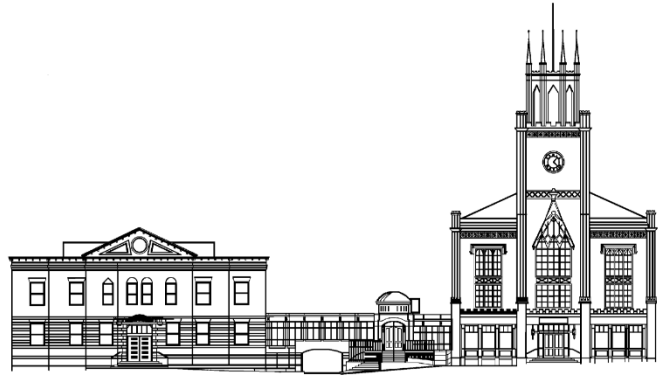




COMMITTEE ON COMMUNITY IMPROVEMENT

May 7, 2024 at 5:30 PM

Aldermanic Chambers, City Hall (3rd Floor)

Members: Aldermen Morgan, Terrio, Kantor, Long, Burkush

AGENDA

The Chairman calls the meeting to order.

The Clerk calls the roll.

1. Summary of abatement requests submitted by Fred McNeill, Chief Engineer.
Ladies and Gentlemen, what is your pleasure?
2. Communication from the Chief Engineer requesting approval of an updated sewer abatement policy.
Ladies and Gentlemen, what is your pleasure?
3. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$1,007,731 for CIP 210623 Public Health Preparedness.
Ladies and Gentlemen, what is your pleasure?
4. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$1,282.35 for CIP 211623 NACCHO Implementing Overdose Strategies at the Local Level.
Ladies and Gentlemen, what is your pleasure?
5. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$39,203.96 for CIP 212124 Oral Health Program.
Ladies and Gentlemen, what is your pleasure?
6. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$631,400 for CIP 212524 TB Prevention, CIP 212624 Immunization Grant, and CIP 213024 Workforce Development - Public Health Crisis RSP-ARP.
Ladies and Gentlemen, what is your pleasure?

7. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$182,328.75 for CIP 213122 Primary Care Services for the Homeless.
Ladies and Gentlemen, what is your pleasure?
8. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$1,642,325 for CIP 213124 Homeless Healthcare.
Ladies and Gentlemen, what is your pleasure?
9. Amending Resolution and Budget Authorization providing for the transfer and expenditure of funds in the amount of \$120,000 for CIP 510624 - Bass Island Park Erosion Mitigation.
Ladies and Gentlemen, what is your pleasure?
10. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$12,000 for CIP 611424 Gaslight District Historic Resource Survey.
Ladies and Gentlemen, what is your pleasure?
11. Amending Resolution and Budget Authorization providing for the transfer and expenditure of funds in the amount of \$124,592.03 for CIP 710024 Annual Street Reconstruction (CDBG).
Ladies and Gentlemen, what is your pleasure?
12. Amending Resolution and Budget Authorization providing for the transfer and expenditure of funds in the amount of \$1,500,000 for CIP 710121 Road Construction: S. Commercial to Elm.
Ladies and Gentlemen, what is your pleasure?
13. Amending Resolution and Budget Authorization providing for the transfer and expenditure of funds in the amount of \$9,129.80 for CIP 710124 FY24 Roadway Program.
Ladies and Gentlemen, what is your pleasure?
14. Amending Resolution and Budget Authorization providing for the transfer and expenditure of funds in the amount of \$274,758.40 for CIP 712720 South Manchester Rail Trail.
Ladies and Gentlemen, what is your pleasure?
15. Amending Resolution and Budget Authorization providing for the transfer and expenditure of funds in the amount of \$76,500 for CIP 713221 Weston Road & S. Willow Street Intersection Improvements.
Ladies and Gentlemen, what is your pleasure?

16. Communication from Jeff Belanger, Planning & Community Development Director, requesting approval to subordinate city liens for three properties:

- 462 Lake Avenue
- 665 Second Street
- 260 Central Street

Ladies and Gentlemen, what is your pleasure?

17. Communication from Lisa Drabik, Human Resources Director, requesting an extension of the completion date for CIP 810924 Compensation Study to June 30, 2026.

Ladies and Gentlemen, what is your pleasure?

18. Communication from Caleb Dobbins, Highway Chief Engineer, requesting approval of the FY25 Roadway Program in the amount of \$5,300,000 and the School Parking Lot Rehabilitation in the amount of \$1,000,000.

Ladies and Gentlemen, what is your pleasure?

TABLED ITEM

(A motion is in order to remove the item from the table.)

19. Amending Resolution and Budget Authorization providing for the transfer and expenditure of funds in the amount of \$184,630 for CIP 610024 Winter Emergency Shelter.

(Note: Tabled on April 2, 2024.)

If there is no further business, a motion is in order to adjourn.

Timothy J. Clougherty
Public Works Director

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan
Andre Parent

CITY OF MANCHESTER
Department of Public Works
Environmental Protection Division

Memo

Date: 4/23/2024 24-067
To: CIP Committee
Cc: Lisa Hynes – EPD
Matthew Normand – City Clerks Office
From: Frederick McNeill *FJM*
RE: EPD Abatement Requests

The attached table summarizes the 9 sewer abatements reviewed by the Highway Commission on April 15, 2024.

Backup documentation for these sewer abatement requests is on file with the City Clerk's office. The electronic version of this request will be forwarded to you as well as the City Clerk's office.

Please let me know if you need any additional information.

Summary of Abatement Requests
April 8, 2024 Highway Commission Meeting Date
May 7, 2024 CIP/City Clerk Meeting Date

Number	Customer Acct #	Customer	Property Address	Abatement Rec'd Date	Request Reason	EPD Recommendation	Justification	Abatement Amount	Highway Recommendation
					Toilet leak and hot water				
1	39725-27520	Francis Leo Morneau	29 Brown Ave	01/03/24	tank leak	Grant	above 250% threshold - 592%	\$762.89	Grant
2	87083-65250	Renaissance II LP	149-169 Cedar St	01/08/24	Toilet leak	Grant	above 250% threshold - 501%	\$1,313.25	Grant
3	160337-31262	Roberto Velez	191 Porter St	02/22/24	Toilet leak	Grant	above 250% threshold - 404%	\$335.75	Grant
4	208377-17072	Nicholas Nalette	615 Clay St	02/26/24	Toilet leak	Grant	above 250% threshold - 278%	\$378.25	Grant
5	189831-44088	Benjamin T To & Anh C Tran	54 Alphonse Ave	02/27/24	Toilet leak	Grant	above 250% threshold - 456%	\$533.63	Grant
6	180065-3604	Brandon O'Brien	263 Green St	03/04/24	Toilet leak	Grant	above 250% threshold - 403%	\$374.00	Grant
					Toilet leak & hot water tank				
7	184853-19916	964 Second St LLC	588 S. Main St.	03/04/24	malfunction	Grant	above 250% threshold - 276%	\$344.25	Grant
8	11387-7406	Kalliope Gekas	340 Manchester St	03/11/24	Water heater leak	Grant	above 250% threshold - 367%	\$238.00	Grant
9	191499-10666	Nicole Loiko	475 Rimmon St	03/21/24	Toilet leak	Grant	above 250% threshold - 447%	\$841.50	Grant
Total Abatements								\$5,121.52	

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 1/3/2024

Customer Name: Francis Leo Morneau

Account #: 39725-27520
Combine Billing

Property Address: 29 Brown Ave.

Reason for
Request: Toilet leak and hot water tank leak

Service Dates: 9/19/2023-12/19/2023-3/19/2024

Bill Date: 2/7/2024-To be billed

Consumption: 213 ccf % Increase
from Average: 592%

Average
Consumption: 36 ccf Based on: 5 year average

Difference: 177 ccf

Other Comments: _____

EPD
Recommendation: Grant - abatement exceeds 250% threshold

Approve Jm

Abatement Total:	149 ccf	at \$ 4.25	\$ 633.25
	28 ccf	at \$ 4.63	\$ 129.64

Highway
Recommendation: Grant

Date: 4/15/2024

President: Christopher
Public Works Director
Deputy: David Gray, P.E.
Public Works Director
Frederick J. McNeil, P.E.
Chief Engineer



Commissioners
Kathleen Sullivan, Chair
Arthur Gattowalt, Co-Chair
Mark MacKenzie
Amber Nicole Cannan

CITY OF MANCHESTER Sewer Fee Abatement Request Form

Name: FRANCIS Leo Morneau
Address: 29 BROWN AVE (Unit)
MANCHESTER (City) NH (State) 03101 (Zip)
Email address: dvalle1968@gmail.com
Phone Number: 603-820-6812
Customer Account Number: 39725-27520

Address of Property for which Abatement is Requested:
29 BROWN AVE (Unit)
MANCHESTER (City) NH (State) 03101 (Zip)

Billing Period: 9-19-23 12-19-23
Amount of Abatement Request: 535.50
Reason for Abatement Request: TOILET LEAK, HOT WATER TANK -
Leak

these were very Severe Hot Water TANK Leak and
toilet Leak

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

Hot Water TANK Leak is in the basement
the floor is concrete

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
Yes ✓ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Francis Leo Morneau
(Signature)

01/03/2024
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 1/8/2024

Customer Name: Renaissance II LP

Account #: 87083-65250
Combine Billing

Property Address: 149-169 Cedar St

Reason for Request: Toilet leak

Service Dates: 9/11/2023-12/11/2023

Bill Date: 1/24/2024

Consumption: 386 ccf

% Increase from Average: 501%

Average Consumption: 77 ccf

Based on: 5 year average

Difference: 309 ccf

Other Comments: _____

EPD Recommendation: Grant - abatement exceeds 250% threshold

Approved Jm

Abatement Total: 309 ccf at \$ 4.25 \$ 1,313.25

Highway Recommendation: Grant

Date: 4/15/2024

Timothy J. Clougherty
Public Works Director

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan

CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Renaissance II, LP

Address: 149 to 169 Cedar Street All 7 units
(Street) (Unit)
Manchester, New Hampshire 03103
(City) (State) (Zip)

Email address: richlapalmespm123@yahoo.com

Phone Number: 603-657-4558

Customer Account Number: # 87093-65250

Address of Property for which Abatement is Requested:

149-169 Cedar Street 149, 151, 153, 155, 165, 167, 169
(Street) (Unit)
Manchester New Hampshire 03103
(City) (State) (Zip)

Billing Period: 9/1/22 to 12/1/23

Amount of Abatement Request: \$1,262.25

Reason for Abatement Request: Leaking toilet

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
☐ Yes ☐ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

1/8/2024
(Date)

300 Winston Street • Manchester, New Hampshire 03103 • (603) 624-6595 • FAX: (603) 628-6234
E-mail: EPD@manchesternh.gov • Website: www.manchesternh.gov

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 2/22/2024

Customer Name: Roberto Velez

Account #: 160337-31262
Combine Billing

Property Address: 191 Porter St

Reason for Request: Toilet leak

Service Dates: 9/5/2023-12/5/2023

Bill Date: 1/17/2024

Consumption: 105 ccf

% Increase from Average: 404%

Average Consumption: 26 ccf

Based on: 5 year average

Difference: 79 ccf

Other Comments: _____

EPD Recommendation: Grant - abatement exceeds 250% threshold

Approved Jm

Abatement Total: 79 ccf at \$ 4.25 \$ 335.75

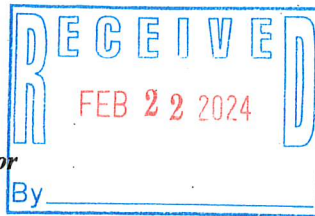
Highway Recommendation: Grant

Date: 4/15/2024

Timothy J. Clougherty
Public Works Director

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan

CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Roberto Velez

Address: 191 Porter St.
(Street) N.H. (Unit)
Manchester (City) (State) (Zip)

Email address: velezministries@gmail.com

Phone Number: (603)289-9839

Customer Account Number: 160337-3/262

Address of Property for which Abatement is Requested:

191 Porter St.
(Street) N.H. (Unit)
Manchester (City) (State) (Zip) 03103

Billing Period: 9-5-23 - 12-5-23

Amount of Abatement Request: 340.00

Reason for Abatement Request: flush valve Gasket issue
(Repaired)

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

2-21-24
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

✓

Date Received: 2/26/2024

Customer Name: Nicholas Nalette Account #: 208377-17072
Combine Billing

Property Address: 615 Clay St

Reason for Request: Toilet leak

Service Dates: 9/05/2023-12/27/2023 Bill Date: 1/17/2024

Consumption: 139 ccf % Increase from Average: 278%

Average Consumption: 50 ccf Based on: 5 year average

Difference: 89 ccf

Other Comments: _____

EPD
Recommendation: Grant - abatement exceeds 250% threshold

Approved JLM

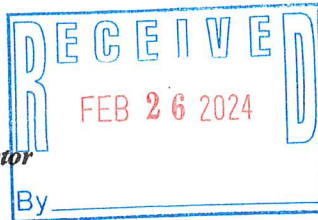
Abatement Total: 89 ccf at \$ 4.25 \$ 378.25

Highway
Recommendation: Grant Date: 4/15/2024

Timothy J. Clougherty
Public Works Director

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan

CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: NICHOLAS NALETTE

Address: 611 VARNEY ST
(Street) (Unit)
MANCHESTER NH 03102
(City) (State) (Zip)

Email address: NICHOLASNALETTE@GMAIL.COM

Phone Number: 603 391 4319

Customer Account Number: 208377-17072

Address of Property for which Abatement is Requested:
615 CLAY ST.
(Street) (Unit)
MANCHESTER NH 03103
(City) (State) (Zip)

Billing Period: 9/5/23 - 12/27/23

Amount of Abatement Request: \$590.75

Reason for Abatement Request: DISCOVERED TENANT'S TOILET WAS RUNNING

100% OF TIME; FLAPPER LEAKING BY. I FIRST TRIED FIXING MYSELF W/
NEW PUMP, BUT DID NOT CHANGE. PLUMBER FIXED ISSUE. TENANT APPARENTLY LET
ISSUE GO FOR COUPLE MONTHS W/OUT INFORMING ME.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

N/A

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

N. Nalette
(Signature)

2/21/2024
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 2/27/2024

Customer Name: Benjamin T To & Anh C Tran

Account #: 189831-44088
Combine Billing

Property Address: 54 Alphonse Ave

Reason for Request: Toilet leak

Service Dates: 9/26/2023-12/26/2023-3/25/2024

Bill Date: 2/14/2024-To be billed

Consumption: 155 ccf

% Increase from Average: 456%

Average Consumption: 34 ccf

Based on: 5 year average

Difference: 121 ccf

Other Comments: _____

EPD Recommendation: Grant - abatement exceeds 250% threshold

Approved Fm

Abatement Total:	70 ccf	at \$	4.25	\$	297.50
	51 ccf	at \$	4.63	\$	236.13

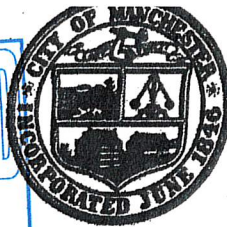
Highway Recommendation: Grant

Date: 4/15/2024

Timothy J. Clougherty
Public Works Director

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Benjamin T To

Address: 54 Alphonse Ave
Manchester (Street) NH (Unit) 03103 (Zip)
(City) (State)

Email address: loanly0204@gmail.com

Phone Number: 603-260-7585

Customer Account Number: 189831-44088

Address of Property for which Abatement is Requested:

54 Alphonse Ave
Manchester (Street) NH (Unit) 03103 (Zip)
(City) (State)

Billing Period: 9-26-23 12-26-23

Amount of Abatement Request: 314.50

Reason for Abatement Request: Toilet Leak

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
☐ Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

(Signature)

(Date)

2/27/24

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 3/4/2024

Customer Name: Brandon O'Brien

Account #: 180065-3604
Combine Billing

Property Address: 263 Green St.

Reason for
Request: Toilet leak

Service Dates: 9/11/2023-12/11/2023

Bill Date: 1/24/2024

Consumption: 117 ccf % Increase
from Average: 403%

Average
Consumption: 29 ccf Based on: 5 year average

Difference: 88 ccf

Other Comments: _____

EPD
Recommendation: Grant - abatement exceeds 250% threshold

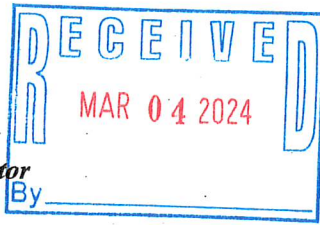
Approved Jm

Abatement Total: 88 ccf at \$ 4.25 \$ 374.00

Highway
Recommendation: Grant

Date: 4/15/2024

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Brandon O'Brien

Address: PO Box 849
(Street)
Auburn NH 03032
(City) (State) (Zip)

Email address: brandon.sosalarms@gmail.com

Phone Number: 603-361-2913

Customer Account Number: 180065-3604

Address of Property for which Abatement is Requested:
 263 Green Street
 (Street)
 Manchester NH 03103
 (City) (State) (Zip)

Billing Period: 9-11-23 to 12-11-23

Amount of Abatement Request: \$365.50

Reason for Abatement Request: We weren't notified about any
excessive water usage ~~as reported by~~ ~~the~~. Came to
find out there was a toilet running on the third floor.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

Toilet running on the third

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

(Signature)

(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 3/4/2024

Customer Name: 964 Second St LLC

Account #: 184853-19916
Combine Billing

Property Address: 588 S. Main St.

Reason for
Request: Toilet leak & Hot water tank malfunction

Service Dates: 9/26/2023-12/26/2023

Bill Date: 2/14/2024

Consumption: 127 ccf

% Increase
from Average: 276%

Average
Consumption: 46 ccf

Based on: 5 year average

Difference: 81 ccf

Other Comments: _____

EPD
Recommendation: Grant - abatement exceeds 250% threshold

Approved Jm

Abatement Total: 81 ccf at \$ 4.25 \$ 344.25

Highway
Recommendation: Grant

Date: 4/15/2024

Timothy J. Clougherty
Public Works Director

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Lian Jiao Gao c/o Second Street LLC

Address: 956 Second St.
Manchester (Street) NH (Unit) 03102 (Zip)
(City) (State)

Email address: Karen9902022@gmail.com

Phone Number: 603-230-3070

Customer Account Number: 184853-19916

Address of Property for which Abatement is Requested:

588 S. Main St.
Manchester (Street) NH (Unit) 03102 (Zip)
(City) (State)

Billing Period: 9-26-23 12-26-23

Amount of Abatement Request: \$340.00

Reason for Abatement Request: Running toilet/tank & Hot water tank malfunction & replaced on 2-27-24

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

☐ Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

(Signature)

(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 3/11/2024

Customer Name: Kalliope Gekas

Account #: 11387-7406
Combine Billing

Property Address: 340 Manchester St

Reason for Request: Water heater leak

Service Dates: 9/19/2023-12/19/2023

Bill Date: 2/7/2024

Consumption: 77 ccf

% Increase from Average: 367%

Average Consumption: 21 ccf

Based on: 5 year average

Difference: 56 ccf

Other Comments: _____

EPD Recommendation: Grant - abatement exceeds 250% threshold

Approved Jm

Abatement Total: 56 ccf at \$ 4.25 \$ 238.00

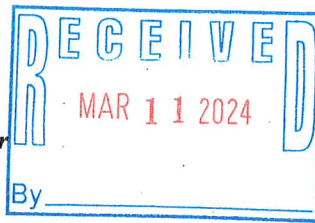
Highway Recommendation: Grant

Date: 4/15/2024

Timothy J. Clougherty
Public Works Director

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Kalliope Gekas

Address: 77 Hillcrest Rd.
Goffstown (City) N.H. (State) 03045 (Unit)
(Zip)

Email address: -

Phone Number: (603) 533-3162

Customer Account Number: 11387-7406

Address of Property for which Abatement is Requested:

340 Manchester St
MANCHESTER (City) NH (State) 03103 (Unit)
(Zip)

Billing Period: 9-19-23 to 12/19/23

Amount of Abatement Request: \$ 280.00

Reason for Abatement Request: Water Heater leak valve

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

Basement Floor 1/2 Dirt 1/2 concrete

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
Yes ✓ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Kalliope Gekas
(Signature)

3/5/24
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 3/21/2024

Customer Name: Nicole Loiko

Account #: 191499-10666

c/o M&JC Property Management, LLC

Combine Billing

Property Address: 475 Rimmon St

Reason for
Request: Toilet leak

Service Dates: 10/10/2023-1/08/2024

Bill Date: 2/28/2024

Consumption: 255 ccf % Increase
from Average: 447%

Average
Consumption: 57 ccf Based on: 18 quarter average

Limited history

Difference: 198 ccf

Other Comments: _____

EPD
Recommendation: Grant - abatement exceeds 250% threshold

Approved JN

Abatement Total: 198 ccf at \$ 4.25 \$ 841.50

Highway
Recommendation: Grant

Date: 4/15/2024

Timothy J. Clougherty
Public Works Director

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Nicole Loiko c/o M&JC Property Management, LLC

Address: 480 Route 101, Bedford, NH 03110
(Street) (Unit)

(City) (State) (Zip)

Email address: management@sellsnhre.com

Phone Number: 205-255-8338

Customer Account Number: 191499-10666

Address of Property for which Abatement is Requested:

475 Rimmon St., Manchester, NH, 03102 (Unit)
(City) (State) (Zip)

Billing Period: 10/10/2023-1/08/2024

Amount of Abatement Request: \$1,005.00

Reason for Abatement Request: Toilet in unit three continuously running.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
☐ Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

M&JC Property Management LLC
dotloop verified
03/21/24 4:41 PM EDT
BEZS-ZNGO-3346-SWXI

(Date)

Timothy J. Clougherty
Public Works Director

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan
Andre Parent

CITY OF MANCHESTER
Department of Public Works
Environmental Protection Division

April 24, 2024

Chairman Chris Morgan
CIP Committee
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Subject: **Updated Sewer Abatement Policy**

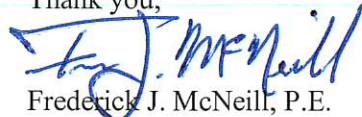
Dear Chairman Morgan,

As requested, please find attached an updated sewer abatement policy with three proposed changes for the CIP Committee's review and approval. The abatement of sewer fees is formal request to waive or reduce one or more sewer bill due to an "extraordinary event" such as a water tank failure, a pipe bursting, or a fire where water is used but not discharged into the sewer system. This process has been formalized and the policy in place since 2011.

The current policy requires the Highway Commission to review and approve the abatement requests, then the CIP Committee reviews and approves them, and lastly the Board of Mayor and Alderman provides final review and approval. The main proposed policy change will give the responsibility for approval of sewer abatements to the Highway Commission. This policy change will greatly streamline the abatement approval process, allow EPD to complete them in a timelier manner, and free the CIP Committee and Board of Mayor and Alderman to focus on more critical issues. Changes in the attached sewer abatement policy are shown in *italics*. Item 11 details the changes in the approval process. Items 9 and 10 have been added to provide further clarification on the eligibility of sewer abatement requests.

If you have any questions regarding these proposed sewer abatement policy changes, or require any additional information, please feel free to contact us at your convenience.

Thank you,


Frederick J. McNeill, P.E.
Chief Engineer

Attachment: Sewer Abatement Policy

cc: Mr. Timothy J. Clougherty
Mr. Owen Friend-Gray, P.E.

Timothy J. Clougherty
Public Works Director

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan
Andre Parent

CITY OF MANCHESTER
Department of Public Works
Environmental Protection Division
Sewer Fee Abatement Policy
(Updated May 21, 2024)

Abatements of sewer fees are formal request to waive or reduce one or more sewer bills. These abatements are usually due to an “extraordinary event” such as a water tank failure, a pipe bursting, or a fire where water is used but not discharged into the sewer system. A sewer fee abatement request shall be submitted, evaluated, and granted or denied in accordance with the following policy:

1. Applicant must send request to:

City of Manchester – EPD
Attn: Abatement Requests
300 Winston Street
Manchester, NH 03103-6826

2. The applicant must complete an *Abatement Request Form* to include the following information:
 - a) Name and the address of the applicant
 - b) Account number and address of the property for which the abatement is requested
 - c) Billing period and amount of sewer charge abatement requested
 - d) Reason an abatement should be considered
 - e) If the abatement request is due to an extraordinary event such as a hot water tank failure or a water pipe bursting, state where the water accumulated (e.g. basement, outside, bathroom, etc.) and ultimately discharged to. If it was in a basement, please indicate if the flooring is dirt or concrete.
 - f) If the abatement request is due to a leaking irrigation system, state if a deduct meter is in place
 - g) Verification signature that the applicant does not have any other outstanding debts to the City of Manchester, all work is in compliance with codes and ordinances, and all necessary City permits have been obtained and approved.

3. Attach to the Abatement Request Form any documentation to support the “extraordinary event” such a plumber’s bill, contractor’s bill, building permit, and/or inspector’s report. For toilet leaks repaired by the homeowner, a copy of the receipt for parts must be included.
4. The Abatement Request Form shall be submitted within ninety (90) calendar days of the date of the sewer invoice in question.
5. EPD’s investigation shall consist of, but not be limited to, review of the last five (5) years of sewer billing, review of supporting documentation, and, if required, a site visit.
6. EPD shall have the authority to recommend abatement for excessive water usage in excess of 250% of the average usage of the previous five (5) fiscal years. These abatements shall be for accidental discharges of water that has entered the sewer system.
7. The abatement policy is governed by RSA 508:4 which specifies the statute of limitations as three (3) years for reimbursement requests.
8. Property owners who install a deduct meter are not eligible for a retroactive abatement for excessive seasonal outside water usage for three (3) years and until the completion of the deduct meter installation process as outlined in Condition No. 4 of EPD’s Residential Deduct Meter Rules & Regulations.
9. *Sewer abatements are only granted once in any five (5) year period.*
10. *Sewer abatements are not granted for filling of swimming pools or ice rinks.*
11. *The Public Works Director, or their designee, will review the abatement request, conduct the investigation, and then send the recommendation and supporting documentation to the Highway Commission for review and approval. The Highway Commission will make the final abatement decision and forward the results back to EPD.*
12. EPD will then notify the customer of the *Highway Commission’s* decision and their accounting staff will make any required adjustment to the customer’s account if an abatement is approved.

END OF POLICY

Anna J. Thomas, MPH
Public Health Director

Philip J. Alexakos, MPH, REHS
Deputy Public Health Director



BOARD OF HEALTH
Patricia Anglin, BSN, RN, NCSN
Reverend Richard D. Clegg
Christopher Moriarty, DMD
Elizabeth Sailhamer Soukup, M.D., M.M.Sc.
Jenn Wyman, BSN, RN

CITY OF MANCHESTER
Health Department

To: Alderman Chris Morgan
Chairman, CIP Committee

From: Anna Thomas, MPH
Director, Manchester Health Department

Date: April 10, 2024

RE: Manchester Health Department- Provision of Regional Public Health Network Services:
RFA-2023-DPHS-02-REGIO-05 for the period (July 1, 2022- June 30, 2026)

The Manchester Health Department has received additional funding from the New Hampshire Department of Health and Human Services to allow us to continue our planning for, surveillance of, and response to public health threats and to deliver daily public health services. This contract is getting extended through June 20, 2026.

As such, we have requested that the Planning and Community Development prepare the appropriate CIP Amending Resolution and Budget Authorization Forms necessary for the implementation of this program.

Your review of these documents and a recommendation for approval to the full Board is respectfully requested.

We thank the Committee and Board for their consideration.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Four

A RESOLUTION

“Amending the FY2023 Community Improvement Program, authorizing and appropriating funds in the amount of One Million Seven Thousand Seven Hundred Thirty-One Dollars (\$1,007,731) for the FY2023 CIP 210623 Public Health Preparedness.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2023 CIP as contained in the 2023 CIP budget; and

WHEREAS, the 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept FEDERAL funds in the amount of \$1,007,731 from the NH Dept. of Health and Human Services to provide funding to FY2023 CIP 210623 Substance Public Health Preparedness.

NOW, THEREFORE, be it resolved that the 2023 CIP be amended as follows:

By increasing:

FY 2023 CIP 210623 Substance Public Health Preparedness - \$1,007,731 STATE

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 210623

Project Year: 2023

CIP Resolution: 5/17/2022

Title: Public Health Preparedness

Amending Resolution: 5/21/2024

Administering Department: Health Department

Revision: #6

Project Description:

These federally funded programs support the public health preparedness and response work of the Health Department as well as the expansion of public health services offered by the Health Department to include substance misuse prevention*. Through this program, improved disease surveillance and communicable disease control activities (including COVID-19) will be conducted to improve the health of Manchester residents and other communities in the Gr. Manchester Public Health Region.*subcontract with Makin It Happen.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	7/1/2022
2.	Project Completion	6/30/2026
3.		
4.		
5.		
		6/30/2026

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$876,737.00	\$0.00	\$0.00	\$876,737.00
Fringes	\$490,254.00	\$0.00	\$0.00	\$490,254.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$790,020.00	\$0.00	\$0.00	\$790,020.00
TOTAL	\$2,157,011.00	\$0.00	\$0.00	\$2,157,011.00

Revisions:

- #1-Increase budget \$286,207 (from \$801,068 to \$1,087,275).
- #2 - Increase budget by \$59,005 (from \$1,087,275 to \$1,146,280)
- #3 -7/11/23 - Extend the completion date from 6/30/2023 to 12/31/2023.
- #4- 10/3/23 - Increase budget by \$10,000 STATE (from \$1,146,280 to \$1,156,280)

Comments:

#5 - 12/5/23 - Extend completion date from 12/31/2023 to 6/30/2024 #6 - 5/21/2024 - Increases budget \$1,007,731 from (\$1,156,280 to \$2,157,011) and extends completion date to 6/30/2026.

Source of Funds: NH DHHS

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

This Amendment to the Regional Public Health Networks contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Manchester Health Department("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 12, 2022 (Item #10), as amended on February 8, 2023 (Item #40) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,157,011
3. Modify Exhibit B, Scope of Services, Section 1.2.8, to be removed in its entirety.
4. Modify Exhibit B, Scope of Services, Section 1.2.10.1.19, to read:
 - 1.2.10.1.19. As funding allows, maintain an inventory of supplies and equipment for use during incidents and emergencies by:
 - 1.2.10.1.19.1. Executing agreements with agencies to store, inventory, and rotate these supplies prior to purchasing new supplies or equipment.
 - 1.2.10.1.19.2. Uploading, at least annually, a complete inventory to a Health Information Management System (HIMS) identified by the Department.
 - 1.2.10.1.19.3. The Contractor must purchase supplies or equipment to achieve or maintain minimum inventory par levels as directed by the Department.
 - 1.2.10.1.19.4. Purchasing supplies and/or equipment to support point of dispensing (POD) trailers or caches, Medical Surge Trailers, Mass Casualty incident (MCI) trailers or caches, or disaster sheltering trailers or caches.
 - 1.2.10.1.19.5. The Contractor must receive Department approval prior to making any purchase to ensure the purchase supports the overall inventory management project.
 - 1.2.10.1.19.6. The Contractor must retain any purchases made, regardless of expiration date(s), unless otherwise directed by the Department.
 - 1.2.10.1.19.7. The Contractor must store the supplies or equipment according to manufacturer recommendations.
 - 1.2.10.1.19.8. As funding allows, the Contractor will maintain the Medical Reserve Corp (MRC) trailers to ensure they are readily deployable, which includes:

- 1.2.10.1.19.8.1. Trailer maintenance, comprising routine inspections, tire replacements, etc.;
- 1.2.10.1.19.8.2. Purchasing supplies to maintain the inventory; and
- 1.2.10.1.19.8.3. Registration or inspection fees (if applicable).
- 1.2.10.1.19.9. The Contractor is responsible for providing written notification to the Department if they cannot fulfill all requirements in Section 1.2.11.1.19.
- 1.2.10.1.19.10. The Contractor must recruit, train, and retain volunteers to assist during incidents or emergencies, with a priority on individuals from the health care sector. The Contractor must:
 - 1.2.10.1.19.10.1. Maintain proficiency in the volunteer management system supported by the Department.
 - 1.2.10.1.19.10.2. Enroll and manage local volunteers to ensure the capacity to activate and deploy volunteers during an incident or emergency.
 - 1.2.10.1.19.10.3. Provide training to individuals as needed to ensure the capacity to utilize the system during incidents or emergencies.
 - 1.2.10.1.19.10.4. Facilitate MRC volunteers' mileage reimbursement with the Department for those who attend the following trainings and/or exercises, as required by the Department:
 - 1.2.10.1.19.10.4.1. CPR/First Aid Certification (individual certification or Train-the-Trainer classes).
 - 1.2.10.1.19.10.4.2. Stop the Bleed.
 - 1.2.10.1.19.10.4.3. Sheltering training and drills.
 - 1.2.10.1.19.10.4.4. Triage training and drills.
 - 1.2.10.1.19.10.4.5. Survivor and Family Assistance Center (SFAC) training and drills.
 - 1.2.10.1.19.10.4.6. Neighborhood Emergency Help Center (NEHC) seminar and tabletop exercise.
 - 1.2.10.1.19.10.4.7. Other training or exercises as approved by the Department.
 - 1.2.10.1.19.10.5. Reimburse mileage at the IRS-approved rate.

5. Modify Exhibit B, Scope of Services, to remove the entirety of Section 1.2.11, and all subsequent

subparagraphs. to be replaced, to read:

1.2.11. RESERVED

6. Modify Exhibit B, Scope of Services, to add Section 1.2.11.11.2.2, to read:

1.2.12.11.2.2 Funding for the Public Health Emergency Preparedness: COVID-19 Response ends June 30, 2025.

7. Modify Exhibit C, Payment Terms, Section 1, to read:

1. This Agreement is funded by:

1.1. 83% Federal funds from:

- 1.1.1 Preventive Health and Health Services Block Grant, as awarded on August 16, 2021, by the Centers for Disease Control and Prevention, CFDA 93.991, FAIN NB01OT009381.
- 1.1.2 Public Health Emergency Preparedness, as awarded on July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.069, FAIN U90TP922018.
- 1.1.3 Block Grants for Prevention and Treatment of Substance Abuse, as awarded on May 17, 2021 and February 10, 2022, by the US Department of Health and Human Services, CFDA 93.959, FAIN TI084659 and FAIN TI083955.
- 1.1.4 Immunization Cooperative Agreements, as awarded on March 29, 2021, March 31, 2021, and July 1, 2022, by the Centers for Disease Control and Prevention, CFDA 93.268, FAIN NH23IP922595.
- 1.1.5 National Bioterrorism Hospital Preparedness Program, as awarded on July 1, 2022, by the US Department of Health and Human Services, CFDA 93.889, FAIN U3REP190580.
- 1.1.6 Opioid STR, as awarded on August 27, 2020, by the US Department of Health and Human Services, CFDA 93.788, FAIN TI83326A.
- 1.1.7 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises, as awarded on August 27, 2020, by the Centers for Disease Control and Prevention, CFDA 93.391, FAIN NH95OT000031.
- 1.1.8 Investing in New Hampshire's Medical Reserve Corp (MRC) Volunteers, as awarded on June 1, 2023, by the US Department of Health and Human Services, CFDA 93.008, FAIN U3REP230690.

1.2. 17% General funds.

8. Modify Exhibit C, Payment Terms, Section 3, to read:

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget Sheet, Amendment #1, through Exhibit C-4, Budget Sheet, Amendment #2.

9. Modify Exhibit C-2, Budget Sheet, by replacing it in its entirety with Exhibit C-2, Budget Sheet, Amendment #2, which is attached hereto and incorporated by reference herein.

10. Add Exhibit C-3, Budget Sheet, Amendment #2, which is attached hereto and incorporated by reference herein

11. Add Exhibit C-4, Budget Sheet, Amendment #2, which is attached hereto and incorporated by reference herein

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

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

State of New Hampshire
Department of Health and Human Services

Date

Name:
Title:

Manchester Health Department

Date

Name: Jay Ruais
Title: Mayor

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

OFFICE OF THE ATTORNEY GENERAL

Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Anna J. Thomas, MPH
Public Health Director

Philip J. Alexakos, MPH, REHS
Deputy Public Health Director



BOARD OF HEALTH
Patricia Anglin, BSN, RN, NCSN
Reverend Richard D. Clegg
Christopher Moriarty, DMD
Elizabeth Sailhamer Soukup, M.D., M.M.Sc.
Jenn Wyman, BSN, RN

CITY OF MANCHESTER
Health Department

To: Alderman Chris Morgan
Chairman, CIP Committee

From: Anna J. Thomas, MPH
Public Health Director, Manchester Health Department

Date: April 16, 2024

Re: Contract extension – NACCHO Implementing Overdose Strategies at the Local Level

NACCHO has agreed to allow the Manchester Health Department an extension of the funding still available through July 31, 2024. Funding has been used to pay for the Director of Overdose Prevention position and outreach team to lead coordinated efforts around overdose rapid response as well as the development of an Overdose Prevention Strategy for the City.

As such, we have requested that the Planning and Community Development prepare the appropriate CIP Amending Resolution and Budget Authorization Forms necessary for the implementation of this program.

Your review of these documents and a recommendation for approval to the full Board is respectfully requested.

We thank the Committee for their consideration.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Four

A RESOLUTION

“Amending the FY2023 Community Improvement Program, authorizing and appropriating funds in the amount of One Thousand Two Hundred Eighty-Two Dollars and Thirty-Five Cents (\$1,282.35) for the FY 2023 CIP 211623 NACCHO Implementing Overdose Strategies at the Local Level.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2023 CIP as contained in the 2023 CIP budget; and

WHEREAS, the 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to reduce grant funding for CIP 211623 NACCHO as a result of a budget modification from the Centers for Disease Control and Prevention ;

NOW, THEREFORE, be it resolved that the 2023 CIP be amended as follows:

By decreasing:

FY 2023 211623 NACCHO Implementing Overdose Strategies at the Local Level - \$1,282.35
FEDERAL

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 211623

Project Year: 2023

CIP Resolution: 5/17/2022

Title: NACCHO Implementing Overdose Strategies at the Local Level

Amending Resolution: 5/21/2024

Administering Department Health Department

Revision: #2

Project Description:

The Health Department will be receiving new funding in the amount of \$300,000 from the Center for Disease Control & Prevention. Funding will be used to hire a Director of Overdose Prevention to lead coordinated efforts around overdose rapid response as well as the development of an Overdose Prevention Strategic Plan for the city.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	11/01/2022
2.	Project Completion	07/31/2024
3.		
4.		
5.		
		7/31/2024

Line Item Budget

	FEDERAL			TOTAL
Salaries and Wages	\$121,227.00	\$0.00	\$0.00	\$121,227.00
Fringes	\$83,766.00	\$0.00	\$0.00	\$83,766.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$93,724.65	\$0.00	\$0.00	\$93,724.65
TOTAL	\$298,717.65	\$0.00	\$0.00	\$298,717.65

Revisions:

#1 - Extend completion date from 1/31/2024 to 6/30/2024 #2- Extend completion date from 6/30/24 to 7/31/2024 and reduce budget by \$1,282.35 (\$300,000 to \$298,717.65)

Comments:

Source of Funds: Centers for Disease Control & Prevention.

Planning Department/Startup Form - 07/1/20

\$298,717.65

Modification of Agreement

This Modification of Agreement (“Modification”) is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as “NACCHO”), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005, and the following Contractor, hereinafter referred to as “Contractor:”

City of Manchester through City of
Manchester Health Department

02-6000517

Contractor

Federal Tax ID Number

1528 Elm St.

Address

Manchester, NH 03101-1356

(603) 657-2700

City, State and Zip

Phone

WHEREAS, the parties entered into Contract # 2022-122001 on the 31st day of January, 2023 which has been amended on 25th day of September, 2023 (“Agreement”) and,

WHEREAS, the general purposes of the Agreement are unchanged; and

WHEREAS, both parties wish to make modifications to the Agreement, as described below;

THEREFORE, for the mutual consideration described in the Agreement, the parties agree to the modifications below through the signatures of the person(s) who have the authority to bind the parties to the changes in the Modification:

1. Term of Agreement: Article I, Section 2 of the Agreement is modified and shall continue in effect until July 31, 2024, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
2. Payment of Services: the updated payment schedule is as follows:

Payment of Services: Article I: Special Provisions, Clause 3 of the Agreement is modified to amend payment by NACCHO to Contractor for services performed as follows:

Original Contract Amount : \$177,264.15

Mod I Amount : \$121,453.50
Mod II Amount : \$0
Invoice paid up to 1/31/2024 : \$223,416.48

Total Contract Award Amount : \$298,717.65
NEW available Contract Amount : \$75,301.17

Updated Invoice Schedule

Invoice No.	Amount	Due date	Deliverable
Invoice I (PAID)	\$40,770.75	February 28, 2023	1a Participate in kick-off call/webinar for the IOPSLI program – submit Attendance at kick-off call/webinar. (NACCHO will keep a roster of attendees) (\$1,772.64) 1b Participate in Welcome to IOPSLI webinar – submit Attendance at call/webinar. (NACCHO will keep a roster of attendees) (\$1,772.64) 1c Program introduction calls (peer-to-peer calls and data expert technical assistance calls) – submit Attendance at calls/webinars. (NACCHO will keep a roster of attendees) (\$1,772.64) 1d Complete an Overdose Prevention Capacity Assessment Tool (OPCAT) designed to guide IOPSLI recipients in an assessment of their existing capacity and gauge technical assistance needs - Submission of OPCAT survey (\$17,726.42) 1e Participate in Health Equity workshops – submit Attendance at call/webinar. (NACCHO will keep a roster of attendees) (\$14,181.13) 1f January Learning Session – submit Attendance at call/webinar. (NACCHO will keep a roster of attendees) (\$1,772.64) 1g Invoicing webinar and (optional) office hours Listen to recording. (NACCHO will keep a roster of attendees) (\$1,772.64)
Invoice II (PAID)	\$90,404.72	May 31, 2023	2a Site visit or virtual visit with NACCHO and CDC and or data expert consultant for work plan development – submit List of participants, agenda for site visit, draft work plan (\$17,726.42) 2b Attend an in-person meeting in Washington, DC in Spring 2023 (tentatively scheduled for April 25th - 27th) at least two representatives from the project should attend an in-person meeting of IOPSLI recipients – submit Presentation (slides or agenda) and Submission of evaluation survey

			(\$26,589.62) 2c Evaluation Activities (first call with technical assistance expert, draft of evaluation plan) – submit Draft of evaluation plan (\$14,181.13) 2d Monthly activities (Individual check-in calls or strategy sessions facilitated by NACCHO and a technical assistance provider, Professional Learning Sessions) , additional TA calls by specialized TA providers to support work plan activities) – submit February progress monitoring report (PMR), March PMR, April PMR (\$31,907.55)
Invoice III (PAID)	\$46,088.68	August 31, 2023	3a Monthly activities (Individual check-in calls or strategy sessions facilitated by NACCHO and a technical assistance provider, professional Learning Sessions), additional TA calls by specialized TA providers to support work plan activities) – submit May PMR, June PMR, July PMR (\$31,907.55) 3b Evaluation Activities (call with technical assistance expert, final evaluation plan) – submit final evaluation plan (\$14,181.13)
Invoice IV (PAID)	\$46,152.33	November 30, 2023	4a Monthly activities (Individual check-in calls or strategy sessions facilitated by NACCHO and a technical assistance provider, Professional Learning Sessions), additional TA calls by specialized TA providers to support work plan activities) – submit Aug PMR, Sept PMR, October PMR (\$21,861.63) 4b interview with evaluation team, OPCAT – submit Interview notes (NACCHO to submit), OPCAT survey submission (\$24,290.70)
Invoice V	\$21,861.63	February 29, 2024	5a Monthly activities (Individual check-in calls or strategy sessions facilitated by NACCHO and a technical assistance provider, Professional Learning Sessions), additional TA calls by specialized TA providers to support work plan activities) – submit Nov PMR, Dec PMR, Jan PMR (\$21,861.63)
Invoice VI	\$53,439.54	July 31, 2024	6a Final implementation and evaluation report – submit Final report (\$29,148.84) 6b interview with evaluation team, OPCAT – submit Interview notes (NACCHO to submit), OPCAT survey submission (\$24,290.70)

3. Scope of Work: The Scope of Work attached hereto as Attachment I to the Modification is incorporated into the Agreement and made a part thereof.

4. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

CONTRACTOR:

By : _____

By : _____

Name : Jerome Chester

Name : Jay Ruais

Title : Chief Financial Officer

Title : Mayor

Date : _____

Date : _____

**NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS
MODIFICATION OF AGREEMENT– ATTACHMENT I
SCOPE OF WORK**

Adding time only to allow the site more time to complete project activities following unexpected delays (no cost extension)

Implementing Overdose Strategies at the Local Level (IOPSLL)				
City of Manchester Health Dept			Total	budget
			\$298,717.65	
November 1st, 2022 - June 30, 2024				
The National Association of County and City Health Officials (NACCHO), with support from the Centers for Disease Control and Prevention (CDC), the National Center for Injury Control and Prevention (NCIPC), is contracting with local health departments (LHDs) for the Implementing Overdose Prevention Strategies at the Local Level (IOPSLL) project. This project is designed to build capacity for local health departments (LHDs) serving jurisdictions with an above average burden of drug overdose deaths in the following areas: • Surveillance and Data Sharing • Linkages to Care • Providers and Health Systems Support • Partnerships with Public Safety and First Responders • Communication Campaigns • Stigma Reduction • Harm Reduction Activities All contracted LHDs will be expected to integrate a health equity approach in the implementation of their workplans.				
Deliverables Schedule				
Period 1 November 2022 - July 2023			Budget Period 1	
			\$177,264.15	
Invoice Period	Activity	Deliverables		
Quarter 1 Activities: November 2022 - January 2023 to be submitted by or before February 28, 2023 PAID	1a Participate in kick-off call/webinar for the IOPSLL program	Attendance at kick-off call/webinar. (NACCHO will keep a roster of attendees)	1%	\$1,772.64
	1b Participate in <i>Welcome to IOPSLL</i> webinar	Attendance at call/webinar. (NACCHO will keep a roster of attendees)	1%	\$1,772.64
	1c Program introduction calls (peer-to-peer calls and data expert technical assistance calls)	Attendance at calls/webinars. (NACCHO will keep a roster of attendees)	1%	\$1,772.64
	1d Complete an Overdose Prevention Capacity Assessment Tool (OPCAT) designed to guide IOPSLL recipients in an assessment of their existing capacity and gauge technical assistance needs	Submission of OPCAT survey	10%	\$17,726.42
	1e Participate in Health Equity workshops	Attendance at call/webinar. (NACCHO will keep a roster of attendees)	8%	\$14,181.13
	1f January Learning Session	Attendance at call/webinar. (NACCHO will keep a roster of attendees)	1%	\$1,772.64
	1g Invoicing webinar and (optional) office hours	Listen to recording. (NACCHO will keep a roster of attendees)	1%	\$1,772.64

Quarter 2 Activities: February 2023 - April 2023 to be submitted by or before May 31, 2023 PAID	2a Site visit or virtual visit with NACCHO and CDC and or data expert consultant for work plan development	List of participants, agenda for site visit, draft work plan	10%	\$17,726.42
	2b Attend an in person meeting in Washington, DC in Spring 2023 (tentatively scheduled for April 25th - 27th) at least two representatives from the project should attend an in person meeting of IOPSLR recipients	Presentation (slides or agenda) and submission of evaluation survey	15%	\$26,589.62
	2c Evaluation Activities (first call with technical assistance expert, draft of evaluation plan)	Draft of evaluation plan	8%	\$14,181.13
	2d Monthly activities (Individual check-in calls or strategy sessions facilitated by NACCHO and a technical assistance provider, Professional Learning Sessions) , additional TA calls by specialized TA providers to support work plan activities)	February progress monitoring report (PMR), March PMR, April PMR	18%	\$31,907.55
Quarter 3 Activities: May 2023 - July 2023 to be submitted by or before August 31, 2023 PAID	3a Monthly activities (Individual check-in calls or strategy sessions facilitated by NACCHO and a technical assistance provider, Professional Learning Sessions), additional TA calls by specialized TA providers to support work plan activities)	May PMR, June PMR, July PMR	18%	\$31,907.55
	3b Evaluation Activities (call with technical assistance expert, final evaluation plan)	final evaluation plan	8%	\$14,181.13
Period 2 August 2023 - June 30 2024				Budget Period 2 \$121,453.50
Quarter 4 Activities: August 2023 - October 2023 to be submitted by or before November 30, 2023 PAID	4a Monthly activities (Individual check-in calls or strategy sessions facilitated by NACCHO and a technical assistance provider, Professional Learning Sessions) , additional TA calls by specialized TA providers to	Aug PMR, Sept PMR, October PMR	18%	\$21,861.63

	support work plan activities)			
	4b interview with evaluation team, OPCAT	Interview notes (NACCHO to submit), OPCAT survey submission	20%	\$24,290.70
Quarter 5 Activities: November 2023 - January 2024 to be submitted by or before February 29, 2024	5a Monthly activities (Individual check-in calls or strategy sessions facilitated by NACCHO and a technical assistance provider, Professional Learning Sessions), additional TA calls by specialized TA providers to support work plan activities)	Nov PMR, Dec PMR, Jan PMR	18%	\$21,861.63
Invoice 6 Activities: February-June 2024 to be submitted by or before July 31, 2024	6a Final implementation and evaluation report	Final report	24%	\$29,148.84
	6b interview with evaluation team, OPCAT	Interview notes (NACCHO to submit), OPCAT survey submission	20%	\$24,290.70

Anna J. Thomas, MPH
Public Health Director

Philip J. Alexakos, MPH, REHS
Deputy Public Health Director



BOARD OF HEALTH
Patricia Anglin, BSN, RN, NCSN
Reverend Richard D. Clegg
Christopher Moriarty, DMD
Elizabeth Sailhamer Soukup, M.D., M.M.Sc.
Jenn Wyman, BSN, RN

CITY OF MANCHESTER
Health Department

To: Alderman Chris Morgan
Chairman, CIP Committee

From: Anna J. Thomas, MPH
Public Health Director, Manchester Health Department

Date: April 16, 2024

RE: Oral Health Program – Project# 212124

The Health Department will be receiving funding in the amount of \$39,203.96 (bringing the total to \$44,000) from NHDHHS to support the school-based, dental program serving students in grades K-8th who are enrolled in the Manchester School District. Additional funds will be coming, but for now they are reimbursing us for the purchase of supplies to cover the costs associated with the start of the school year.

As such, we have requested that the Planning and Community Development prepare the appropriate CIP Amending Resolution and Budget Authorization Forms necessary for the implementation of this program.

Your review of these documents and a recommendation for approval to the full Board is respectfully requested.

We thank the Committee for their consideration.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Four

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of Thirty Nine Thousand Two Hundred and Three Dollars and ninety six cents (\$39,203.96) for the FY2024 CIP 212124 Oral Health Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2024 CIP as contained in the 2024 CIP budget; and

WHEREAS, the 2024 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept STATE funds in the amount of \$39,203.96 from the NH Department of Health and Human Services to provide funding to FY2024 CIP 212124 Oral Health Program.

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By increasing:

FY 2024 CIP 212124 Oral Health Program - \$39,203.96 STATE

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 212124

Project Year: 2024

CIP Resolution: 6/6/2023

Title: Oral Health Program

Amending Resolution: 5/21/2024

Administering Department: Health Department

Revision: #1

Project Description: To support the school-based, dental program serving students in grades K-8th who are enrolled in Manchester School District.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Project Initiation

9/01/2023

2. Project Completion

6/30/2024

3.

4.

5.

6/30/2024

Line Item Budget

STATE

Salaries and Wages

\$25,000.00

\$0.00

\$0.00

\$25,000.00

Fringes

\$4,000.00

\$0.00

\$0.00

\$4,000.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$15,000.00

\$0.00

\$0.00

\$15,000.00

TOTAL**\$44,000.00****\$0.00****\$0.00****\$44,000.00****Revisions:** #1 - 5/21/24 increasing budget by \$39,203.96 STATE (from \$4,796.04 to \$39,203.96)**Comments:** Funding in the amount of \$4796.04 from JSI Research & Training

Planning Department/Startup Form - 07/1/20

\$44,000.00

ARC

20



Lori A. Weaver
Commissioner

Iain N. Watt
Interim Director

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

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

March 8, 2024

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

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into Provider Agreements with eligible Oral Health Providers for the purpose of providing oral health care services statewide, specifically to support school and community-based dental programs; and

2) Contingent on approval of Request #1, authorize the Department of Health and Human Services, Division of Public Health Services, New Hampshire Healthy Lives Oral Health Program, to make unencumbered payments not to exceed \$2,995,422 for all participating oral health care providers.

Both requests shall be effective upon Governor and Executive Council approval, through June 30, 2028. 61% Federal Funds and 39% General Funds.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025 and anticipated to be available for State Fiscal Years 2026, 2027 and 2028 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office without approval from Governor and Executive Council, if needed and justified.

See attached Fiscal Details.

EXPLANATION

The Division of Public Health Services is seeking approval to utilize provider agreements to fund oral healthcare services in schools and community-based dental clinics. The goal of providing these services is to improve oral health outcomes for people who might otherwise not have access to care. The New Hampshire Healthy Lives Oral Health Program (the Program) has been providing support to school and community-based dental programs since 2004. The goal of the Program is to improve oral health outcomes by addressing untreated dental decay, cavities, and oral disease by increasing access to affordable, high-quality oral health services for New Hampshire's most vulnerable populations. Between July 2022 and June 2023, the 14 contracted school and community-based dental programs screened and treated a total of 2,751 children and 23,754 adults.

Over the past fifteen years, the Department has worked to determine the most cost-efficient approach to funding oral health services. Use of a provider agreement will minimize the administrative burden on school and community oral health providers, which should serve to increase the number of providers enrolled and extend the reach of the program. The Provider

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

Agreement is consistent with the Medicaid Fee-for-Service payment model to promote sustainability of services by building provider capacity to seek reimbursement for services delivered through insurance, when possible.

Enrolling qualified providers using the attached Provider Agreement template, which was reviewed and approved by the Attorney General's Office, allows the Department to ensure access for eligible New Hampshire residents who most need oral health services to be able to access those services. Enrollment is open to any entity that is able to meet the requirements of the program and is registered and in good standing with the New Hampshire Secretary of State's Office.

The Department will monitor the Provider Agreements through:

- Monthly review and approval of invoices submitted by providers and/or programs;
and
- Monthly review of aggregate treatment data including number of patients screened and number of oral health services provided submitted by providers and/or programs.

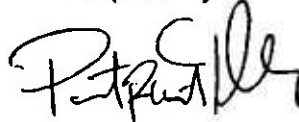
Should the Governor and Executive Council not authorize this request, the Department's ability to provide access to dental services for New Hampshire's vulnerable populations will be significantly diminished.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.991, FAIN NB01TO000025.

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

Respectfully submitted,



Lori A. Weaver
Commissioner



FISCAL DETAILS
New Hampshire Healthy Lives Oral Health Program
SS-2024-DPHS-12-ORALH-01

05-95-90-901010-80110000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF HEALTHCARE ACCESS, EQUITY & POLICY, PREVENTIVE HEALTH BLOCK GRANT 60.26% FF 39.74% GF

State Fiscal Year	Class/ Account	Class Title	Job Number	Amount
2024	102-500731	Contracts for Prog Svs	90072003	\$296,730
2025	102-500731	Contracts for Prog Svs	90072003	\$587,388
2026	102-500731	Contracts for Prog Svs	90072003	\$600,000
2027	102-500731	Contracts for Prog Svs	90072003	\$600,000
2028	102-500731	Contracts for Prog Svs	90072003	\$600,000
<i>Subtotal:</i>				\$2,684,118

05-95-90-904510-32230000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PREVENTION AND WELLNESS, ORAL HLTH CAPACITY RURAL NH 60.26% FF 39.74% GF

State Fiscal Year	Class/ Account	Class Title	Job Number	Amount
2024	102-500731	Contracts for Prog Svs	90072003	\$240,054
<i>Subtotal:</i>				\$240,054

05-95-90-901010-80110000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF HEALTHCARE ACCESS, EQUITY & POLICY, PREVENTIVE HEALTH BLOCK GRANT 100%FF

State Fiscal Year	Class/ Account	Class Title	Job Number	Amount
2024	102-500731	Contracts for Prog Svs	90001030	\$11,250
2025	102-500731	Contracts for Prog Svs	90001030	\$15,000
2026	102-500731	Contracts for Prog Svs	90001030	\$15,000
2027	102-500731	Contracts for Prog Svs	90001030	\$15,000
2028	102-500731	Contracts for Prog Svs	90001030	\$15,000
<i>Subtotal:</i>				\$71,250
GRAND TOTAL				\$2,995,422



PROVIDER AGREEMENT

NH Healthy Lives Oral Health Program

This PROVIDER AGREEMENT dated _____ (the "Agreement"), is entered into by and between the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, Bureau of Prevention and Wellness (the "State") and _____ (Vendor # _____), with a principal place of business of _____, (the "Contractor"). The State and Contractor are sometimes referred to herein singularly as a "Party" or collectively as the "Parties."

1. TERM

- 1.1 This Agreement is effective upon the signature of both parties and the completion date is June 30, 2028 unless terminated earlier in accordance with the terms and conditions this Agreement.

2. SCOPE OF SERVICES

- 2.1 The Contractor shall provide one of the following services (the "Services") for individuals enrolled in the NH Healthy Lives Oral Health Program:
- 2.1.1 Appendix A: School-Based Sealant Program Services; or
 - 2.1.2 Appendix B: Community-Based Dental Program Services.

3. FEE SCHEDULE AND PAYMENT CONDITIONS

- 3.1 The Contractor shall complete and submit all required documentation for Services listed in Section 2 above prior to receipt of payment for Services.
- 3.2 The Contractor shall complete billing for Services in accordance with the Current Dental Treatment (CDT) codes specified by the State in a Fee Schedule, attached as Appendix C which shall be reviewed and adjusted by the State annually. The State shall provide the Contractor with a copy of each revised Fee Schedule.
- 3.3 The Contractor shall not bill clients directly for any Services provided.
- 3.4 The Contractor shall submit an invoice with supporting documentation related to any activities listed under Section 2 no later than the fifteenth (15th) business day of the following month or per program policy manual. The Contractor must:
- 3.4.1 Ensure the invoice is presented in a form that is provided by the State or is otherwise acceptable to the State.
 - 3.4.2 Provide supporting documentation of allowable costs including, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable. If invoicing for payroll or administrative costs, the name and position of the employee, number of hours being invoiced, and employees hourly rate must be provided. If submitting for supplies or equipment, proof of purchase and reason for purchase must be provided.
 - 3.4.3 The Contractor shall mail, fax, or email all invoices, required billing forms, and backup



documentation to the State at the following address:

NH Healthy Lives Oral Health Program
Division of Public Health Services
Attention: Billing
29 Hazen Drive, Concord, NH 03301-6504
(603) 271-8705 (facsimile)
DPHScontractbilling@dhhs.nh.gov

4. DATA MANAGEMENT REQUIREMENTS AND EXHIBITS INCORPORATED

- 4.1 The Contractor shall manage all confidential information and confidential data related to this Agreement in accordance with the terms of Exhibit A, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.
- 4.2 The Contractor shall also comply with Exhibit B, which is attached hereto and incorporated by reference herein.

5. LANGUAGE ASSISTANCE SERVICES

- 5.1 The Contractor shall submit within thirty (30) days of the effective date of this Agreement, a detailed description of the communication access and language assistance services to be provided to any clients referred to the NH Healthy Lives Oral Health Program to ensure meaningful access to programs and or services to individuals who have 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.

6. CONDITIONAL NATURE OF AGREEMENT

- 6.1 The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no additional funds will be paid to the Contractor once the price limitation is reached.
- 6.2 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, 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 in the event funds in that Account are reduced or unavailable.

7. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS

- 7.1 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 the Health Insurance Portability and Accountability Act, Public Law 104-191, and the Standards



for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), 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.

- 7.2 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.
- 7.3 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.
- 7.4 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.

8. PERSONNEL

- 8.1 The Contractor shall, at its own expense, provide all personnel necessary to perform the Services in this Agreement. 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.

9. RIGHT OF TERMINATION/EVENT OF DEFAULT

- 9.1 This Agreement may be terminated by either party for any reason by providing a thirty (30) day written notice to the other party.
- 9.2 Any one of the following acts or omissions of the Contractor shall constitute an "Event of Default:"
 - 9.2.1 Failure to perform the Services satisfactorily or on schedule;
 - 9.2.2 Failure to submit any report required hereunder; or
 - 9.2.3 Failure to perform any other covenant, term or condition of this Agreement.
- 9.3 Upon the occurrence of any Event of Default, the State may take any one of the following actions:
 - 9.3.1 Give the Contractor a written notice specifying the Event of Default, and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not remedied in a



timely manner, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

9.3.2 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.

9.3.3 The 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.

10. CONTRACTOR'S RELATION TO THE STATE

10.1 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, worker's compensation, or other emoluments provided by the State to its employees.

11. ASSIGNMENT/DELEGATION/SUBCONTRACTS

11.1 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.

11.2 For purposes of this Section 10, 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.

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

11.4 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.

12. INDEMNIFICATION

12.1 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 11. 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 12 shall survive the termination of this Agreement.



13. INSURANCE/WORKERS' COMPENSATION

- 13.1 General Liability: 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 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. The Contractor shall furnish to the State a certificate of insurance and shall provide a certificate of insurance for all renewals of insurance required under this Agreement.
- 13.2 Worker's Compensation: By signing this Agreement, the Contractor agrees, certifies, and warrants that the Contractor is in compliance with or exempt from, the requirements of NH RSA Chapter 281-A. To the extent the Contractor is subject to the requirements of RSA 281-A, Contractor shall provide the State with proof of Worker's Compensation and any renewals thereof.

14. NOTICE

- 14.1 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 below.

15. CHOICE OF LAW AND FORUM

- 15.1 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.
- 15.2 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.

16. THIRD PARTIES

- 16.1 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.

17. SEVERABILITY

- 17.1 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.

18. ENTIRE AGREEMENT

- 18.1 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
New Hampshire Healthy Lives Provider Agreement for Oral Health**



Department of Health and Human Services:

Name:
Title
Address:_____

Date

Contractor Name:
Signatory Name:
Signatory Title:
Address:_____

Date

**New Hampshire Department of Health and Human Services
New Hampshire Healthy Lives Provider Agreement for Oral Health**

**Appendix A
School-Based Sealant Program**

Scope of Services

1. Scope of Services

- 1.1. The Contractor shall provide oral health services to eligible clients ages 5-17, in accordance with the standards in the New Hampshire Healthy Lives Oral Health Program Policy and Procedure Manual located at <https://www.dhhs.nh.gov/programs-services/disease-prevention/oral-health-program>.
- 1.2. To qualify for services, a client must be:
 - 1.2.1. Enrolled in Medicaid, uninsured, or underinsured.
- 1.3. The Contractor shall identify staff members who will be responsible for providing services and will ensure that these staff meet requirements described in the Policy and Procedure Manual referenced in Section 1.1. above.
- 1.4. The Contractor shall identify staff members who will be responsible for data collection, data submission, and reporting.
- 1.5. The Contractor shall provide de-identified treatment data for all clients who receive oral health services using the School-Based Sealant Program Data Invoice Template.

**New Hampshire Department of Health and Human Services
New Hampshire Healthy Lives Provider Agreement for Oral Health**

**Appendix B
Community-Based Dental Program**

Scope of Services

1. Scope of Services

- 1.1. The Contractor shall provide oral health services to eligible clients ages 18-64, in accordance with the standards in the New Hampshire Healthy Lives Oral Health Program Policy and Procedure Manual located at <https://www.dhhs.nh.gov/programs-services/disease-prevention/oral-health-program>.
- 1.2. To qualify for services, a client must be:
 - 1.2.1. Enrolled in Medicaid, uninsured, or underinsured.
- 1.3. The Contractor shall identify staff members who will be responsible for providing services and will ensure that these staff meet requirements described in the Policy and Procedure Manual referenced in Section 1.1. above.
- 1.4. The Contractor shall identify staff members who will be responsible for data collection, data submission, and reporting.
- 1.5. The Contractor shall provide de-identified treatment data for all clients who receive oral health services using the Community-Based Dental Program Data Invoice Template.

Appendix C
Oral Health Fee Schedule



NH Healthy Lives

PREVENT • PROMOTE • PROTECT

Title	Codes	Fee
Comprehensive Exam	D0150	62.41
Periodic Exam	D0120	33.39
Limited Oral Evaluation	D0140	49.28
Oral Hygiene Instruction	D1330	36.00
Tobacco Counseling for the control & prevention of disease	D1320	36.00
Intraoral complete film series	D0210	63.50
Intraoral periapical first	D0220	7.66
Intraoral periapical each additional	D0230	5.48
Intraoral occlusal film	D0240	7.66
Dental bitewing single image	D0270	7.66
Dental bitewing two images	D0272	28.47
Bitewings four images	D0274	35.03
Panoramic image	D0330	41.06
Dental prophylaxis adult	D1110	58.02
Dental prophylaxis child	D1120	41.60
Periodontal scaling & root planing 4+ teeth	D4341	125.00
Periodontal scaling & root planing 1-3 teeth	D4342	100.00
Scaling gingival inflammation	D4346	58.02
Full mouth debridement	D4355	90.00
Periodontal maintenance	D4910	110.00
Topical Fluoride Varnish	D1206	19.71
Silver Diamine Fluoride	D1354	32.85
Dental Sealant per tooth	D1351	36.68
Protective Restorations (ITR)	D2940	60.22
Amalgam one surface	D2140	106.20
Amalgam two surfaces	D2150	121.53
Amalgam three surfaces	D2160	139.05
Amalgam 4 or > surfaces	D2161	143.43
Resin one surface-anterior	D2330	97.44
Resin two surfaces-anterior	D2331	108.39
Resin three surfaces-anterior	D2332	131.39
Resin 4 or > surfaces-anterior	D2335	142.33
Resin one surface-posterior	D2391	106.20
Resin two surfaces-posterior	D2392	121.53
Resin three surfaces-posterior	D2393	139.05
Resin 4 or > surfaces-posterior	D2394	143.43
Crown porcelain/ceramic	D2740	218.97
Crown porcelain w/high noble	D2750	218.97

Contractor _____

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Appendix C
Oral Health Fee Schedule

Crown porcelain fused to base metal	D2751	218.97
Crown porcelain w/noble metal	D2752	218.97
Crown porcelain fused to titanium	D2753	218.97
Crown full cast high noble	D2790	218.97
Crown full cast base metal	D2791	218.97
Crown full cast noble metal	D2792	218.97
Core build-up including pins	D2950	88.68
Post & core cast + crown	D2952	97.44
Prefab post & core + crown	D2954	93.07
Denture complete maxillary	D5110	377.73
Denture complete mandible	D5120	377.73
Denture immediate maxillary	D5130	417.14
Denture immediate mandible	D5140	417.14
Partial resin maxillary	D5211	312.04
Partial resin mandible	D5212	312.04
Partial metal maxillary	D5213	312.04
Partial metal mandible	D5214	312.04
Immediate maxillary partial resin	D5221	312.04
Immediate mandibular partial resin	D5222	312.04
Immediate maxillary partial metal	D5223	312.04
Immediate mandibular partial metal	D5224	312.04
Partial maxillary flex	D5225	312.04
Partial mandibular flex	D5226	312.04
Denture reline complete maxillary-chair	D5730	76.64
Denture reline complete mandible-chair	D5731	76.64
Partial reline maxillary-chair	D5740	70.07
Partial reline mandible-chair	D5741	70.07
Denture reline complete maxillary-lab	D5750	125.92
Denture reline complete mandible-lab	D5751	125.92
Partial reline maxillary-lab	D5760	108.39
Partial reline mandible-lab	D5761	108.39
Extraction erupted tooth	D7140	109.49
Tooth root removal	D7250	67.88
Impacted tooth removal soft tissue	D7220	136.87
Alveoplasty w/extraction	D7310	28.47
Alveoplasty w extraction 1-3 teeth	D7311	28.47
Alveoplasty w/o extraction	D7320	40.51

Contractor _____

Date _____ Page 60 of 220

New Hampshire Department of Health and Human Services

Exhibit A

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 A

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.

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New Hampshire Department of Health and Human Services

Exhibit A

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.

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New Hampshire Department of Health and Human Services

Exhibit A

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.

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Exhibit A

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.).

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New Hampshire Department of Health and Human Services

Exhibit A

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 A

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/doi/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 _____

Date _____

New Hampshire Department of Health and Human Services

Exhibit A

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 A

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

Contractor Initials _____

Date _____

New Hampshire Department of Health and Human Services Exhibit B – 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;

v1 6/23

Exhibit B
Federal Requirements

Contractor's Initials _____
Date _____

New Hampshire Department of Health and Human Services Exhibit B – 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 B – 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 B – 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>.

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Exhibit B
Federal Requirements

Contractor's Initials _____
Date _____

New Hampshire Department of Health and Human Services

Exhibit B – 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 B – 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.

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Exhibit B
Federal Requirements

Contractor's Initials _____
Date _____

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

FORM A

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

1. The UEI (SAM.gov) number for your 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: _____

Date: _____

Name: _____
Title: _____

Anna J. Thomas, MPH
Public Health Director

Philip J. Alexakos, MPH, REHS
Deputy Public Health Director



BOARD OF HEALTH
Patricia Anglin, BSN, RN, NCSN
Reverend Richard D. Clegg
Christopher Moriarty, DMD
Elizabeth Sailhamer Soukup, M.D., M.M.Sc.
Jenn Wyman, BSN, RN

CITY OF MANCHESTER
Health Department

To: Alderman Chris Morgan
Chairman, CIP Committee

From: Anna Thomas, MPH
Director, Manchester Health Department

Date: April 17, 2024

RE: Additional funding for Continuation of State Infectious Disease
Project# 212624 (Immunization), 212524 (TB), Workforce Dev

The Health Department will be receiving additional funding in the amount of \$631,400 from the State of NH Department of Health and Human Services for the continuation of Infectious Disease programs. They are adding \$10,000 to the Immunization grant for vaccines and \$20,800 to the TB grant for annual TB conference attendance by an employee. They have also added \$600,600 to this contract which is the remaining balance from the contract we had with them that expired on December 2023 to continue to support employee development & training.

As such, we have requested that the Planning and Community Development prepare the appropriate CIP Amending Resolution and Budget Authorization Forms necessary for the implementation of this program.

Your review of this request and a recommendation for approval to the full Board is respectfully requested.

We thank the Committee for their consideration.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Four

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of Six Hundred Thirty-One Thousand Four Hundred Dollars (\$631,400) for FY 2024 CIP 212524 TB Prevention, CIP 212624 Immunization Grant and CIP 213024 Workforce Development - Public Health Crisis RSP-ARP.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2024 CIP as contained in the 2024 CIP budget; and

WHEREAS, the 2024 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate STATE funding from the NH Department of Health and Human Services to support various Health Department initiatives ;

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By increasing:

FY 2024 CIP 212524 TB Prevention - \$20,800 STATE

FY 2024 CIP 212624 Immunization Grant - \$10,000 STATE

By adding:

FY 2024 CIP 213024 Workforce Development - Public Health Crisis RSP-ARP - \$600,600 STATE

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 212524

Project Year: 2024

CIP Resolution: 6/6/2023

Title: TB Prevention

Amending Resolution: 5/21/2024

Administering Department: Health Department

Revision: #1

Project Description: The Manchester Health Department provides tuberculin skin testing and TSPOT TB testing for the general public and for all newly arrived refugees.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Program Initiation	01/01/2024
2.	Program Completion	12/31/2027
3.		
4.		
5.		
		12/31/2027

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$101,308.00	\$0.00	\$0.00	\$101,308.00
Fringes	\$19,290.00	\$0.00	\$0.00	\$19,290.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$40,202.00	\$0.00	\$0.00	\$40,202.00
TOTAL	\$160,800.00	\$0.00	\$0.00	\$160,800.00

Revisions: #1 - 5/21/24 increases budget \$20,800 (from \$140,000 to \$160,800).

Comments: Funding from the NH Dept. of Health and Human Services .

Planning Department/Startup Form - 07/1/20

\$160,800.00

CIP BUDGET AUTHORIZATION

CIP#:	212624	Project Year:	2024	CIP Resolution:	6/6/2023
Title:	Immunization Grant			Amending Resolution:	5/21/2024
Administering Department	Health Department			Revision:	#1

Project Description: Funding from the NH Department of Health and Human Services will enable the Manchester Health Department to provide an array of services to increase immunization rates for children, adolescents and adults through vaccination and education.

Federal Grants	Federal Grant:	No	Environmental	Review Required:	No
	Grant Executed:			Completed:	

Critical Events

1.	Program Initiation	01/01/2024
2.	Program Completion	12/31/2027
3.		
4.		
5.		
		12/31/2027

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$263,200.00	\$0.00	\$0.00	\$263,200.00
Fringes	\$56,697.00	\$0.00	\$0.00	\$56,697.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$50,103.00	\$0.00	\$0.00	\$50,103.00
TOTAL	\$370,000.00	\$0.00	\$0.00	\$370,000.00

Revisions: #1 5/21/24 increases budget \$10,000 (from \$360,000 to \$370,000) .

Comments: Funding from NH Dept. of Health and Human Services.

CIP BUDGET AUTHORIZATION

CIP#: 213024

Project Year: 2024

CIP Resolution: 6/6/2023

Title: Workforce Development - Public Health Crisis RSP-ARP

Amending Resolution: 5/21/2024

Administering Department: Health Department

Revision:

Project Description:

Funding from the NH Department of Health and Human Services will support employee development through public health and emergency preparedness training and credentialing. This will also support the community needs assessment of neighborhood health.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Project Initiation

01/01/2024

2. Project Completion

06/30/2024

3.

4.

5.

6/30/2024

Line Item Budget

STATE

TOTAL

Salaries and Wages

\$22,354.00

\$0.00

\$0.00

\$22,354.00

Fringes

\$14,639.00

\$0.00

\$0.00

\$14,639.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$563,607.00

\$0.00

\$0.00

\$563,607.00

TOTAL**\$600,600.00****\$0.00****\$0.00****\$600,600.00****Revisions:****Comments:**

NH Department of Health and Human Services is adding \$600,600 through a new contract to continue work started on CIP #213022

New Hampshire Department of Health and Human Services
Infectious Disease and Prevention Services
EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide the following services in this Agreement:
 - 1.1.1. Tuberculosis prevention and control services;
 - 1.1.2. Immunizations;
 - 1.1.3. COVID-19 vaccine engagement strategies;
 - 1.1.4. Sexually Transmitted Disease/Infection (STD/STI), Human Immunodeficiency Virus (HIV) and Hepatitis C Virus (HCV) clinical services, and HIV/HCV priority testing; and
 - 1.1.5. Lead Poisoning Care Coordination and Case Management.
 - 1.1.6. CDC Crisis Response Cooperative Agreement: Public Health Workforce Development.
- 1.2. The Contractor must ensure Tuberculosis prevention and control services, immunizations, COVID-19 vaccine engagement strategies, Sexually Transmitted Disease/Infection (STD/STI), Human Immunodeficiency Virus (HIV) and Hepatitis C Virus (HCV) clinical services, and HIV/HCV priority testing, are available in the City of Manchester, NH.
- 1.3. The Contractor must ensure services for lead poisoning care, coordination and case management are available in the City of Manchester, and the towns of Auburn, Goffstown, and Pinardville.
- 1.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.
- 1.5. For the purposes of this Agreement, all references to business hours means Monday through Friday from 8am to 4pm.
- 1.6. Provisions Applicable to All Services:
 - 1.6.1. The Contractor must ensure a team or person authorized by the Department periodically reviews the Contractor's systems of governance, administration, data collection and submission process, clinical, and financial management to ensure systems are adequate to provide contracted services.
 - 1.6.2. The Contractor must ensure that on-site reviews include client record reviews to measure compliance with this Agreement.
 - 1.6.3. On-site reviews may be waived or abbreviated at the discretion of the Department.
 - 1.6.4. Notwithstanding Paragraphs 8 and 9 in the General Provisions Form P-37, the Contractor may be subject to a Corrective Action Plan (CAP) for failure to meet performance measures or reporting

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requirements.

1.7. Tuberculosis

- 1.7.1. The Contractor must provide Tuberculosis (TB) prevention and control services.
- 1.7.2. The Contractor must ensure services align with the three (3) key national priorities for TB services, which are:
 - 1.7.2.1. Prompt identification and treatment of active TB disease;
 - 1.7.2.2. Identification, testing, and treatment of individuals who have been exposed to active disease and targeted testing; and
 - 1.7.2.3. Screening, testing, and treatment of identified persons or populations at high risk for latent TB infection (LTBI).
- 1.7.3. Evaluation refers to a visit or telephone encounter with a public health nurse; and if needed, referral for the following services, which includes, but is not limited to:
 - 1.7.3.1. Collection and testing of sputas, as applicable;
 - 1.7.3.2. Planting and reading a TST or drawing an IGRA; and
 - 1.7.3.3. Medical evaluation to include a chest x-ray as indicated by provider.
- 1.7.4. The Department TB/Refugee Health Coordinator is responsible for providing a process guide to ensure consistent application of appropriate steps in the evaluation process, as defined in Section 1.7.3, above.
- 1.7.5. Required Tuberculosis Activities and Deliverables
 - 1.7.5.1. Case Management Activities
 - 1.7.5.1.1. The Contractor must provide case management for individuals with active Tuberculosis (TB) and High-Risk Latent Tuberculosis Infection (LTBI), such as contacts to an active case or Class B1 arrivals, until an appropriate treatment regimen is completed. The Contractor must:
 - 1.7.5.1.1.1. Monitor for adherence and adverse reactions to the prescribed treatment by visiting clients monthly, at a minimum.

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- 1.7.5.1.1.2. Supervise isolation of individuals with infectious TB disease when ordered by the Department.
 - 1.7.5.1.1.3. Ensure an isolate is received by the NH PHL from the reference lab which conducted the testing if TB testing is not conducted through the New Hampshire Public Health Lab (NH PHL).
 - 1.7.5.1.1.4. Conduct contact investigations within ten (10) business days of initiating case management services to identify all exposed individuals.
 - 1.7.5.1.1.5. Arrange for tuberculin skin testing (TST) or Interferon Gamma Release Assay (IGRA) testing of identified contacts.
 - 1.7.5.1.1.6. Ensure appropriate treatment is prescribed and HIV testing is recommended and facilitated.
 - 1.7.5.1.1.7. Provide or facilitate Directly Observed Therapy (DOT) for all individuals with TB disease as well as individuals with High-Risk LTBI who are prescribed 3HP (Isoniazid and Rifapentine once a week for 12 weeks).
- 1.7.5.2. Screening Activities- Populations of Focus
- 1.7.5.2.1. The Contractor must provide targeted screening of high-risk groups identified by

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the CDC or the State TB/Refugee Health Coordinator.

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

1.7.5.2.2.1. The Contractor; or

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

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

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

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

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

1.7.5.3. Screening Activities- Scope

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

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

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evaluations within thirty (30) days of arrival.

- 1.7.5.3.3. The Contractor must ensure LTBI screening via a TST or IGRA is offered to all New Americans arriving as refugees within thirty (30) days of arrival. The Contractor must provide testing; or work with the medical home (client's home) or local medical office of the New Americans to ensure that testing is provided.
- 1.7.5.3.4. The Contractor must ensure New Americans who have positive TSTs or IGRAs are evaluated and recommendations for LTBI treatment are made to the medical providers. This may be accomplished by the Contractor or by working with the individual's medical home.
- 1.7.5.3.5. The Contractor must ensure all others identified as high risk are provided with a screening test, as indicated.
- 1.7.5.3.6. The Contractor must conduct an investigation on all TST or IGRA positive children less than five (5) years of age to identify source case.
- 1.7.5.3.7. The Contractor must ensure all individuals who are close contacts and begin LTBI treatment also receive a recommendation for HIV treatment.
- 1.7.5.3.8. The Contractor must document a medical diagnosis for LTBI contacts within sixty (60) days of the start of treatment.
- 1.7.5.3.9. The Contractor must report contacts to the Active TB cases who are diagnosed with LTBI to the State TB/Refugee Health Coordinator or designee.
- 1.7.5.4. Training and Education
 - 1.7.5.4.1. The Contractor must ensure all staff conducting tuberculosis related activities maintain proficiency and up to date

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knowledge on tuberculosis case management.

- 1.7.5.4.2. The Contractor must send, at minimum one staff member to a yearly conference or training conducted by an organization or center of excellence approved by the State TB/Refugee Health Coordinator or designee.

1.8. Immunizations

1.8.1. The Contractor must:

- 1.8.1.1. Assist in increasing vaccination coverage of children, adolescents and adults by creating a strategy for improvement in the geographic area covered.
- 1.8.1.2. Ensure proper storage, handling, administration and documentation of immunizations in accordance with state and federal guidelines.
- 1.8.1.3. Adhere to requirements specified in vaccination provider agreements.
- 1.8.1.4. Promote the use of NH Immunization Information System (NHIIS) internally and externally with other vaccine stake holders.
- 1.8.1.5. Utilize and leverage data systems, including the NHIIS, to identify areas of low vaccination uptake in order to focus efforts on promoting vaccination and reducing barriers to receiving vaccinations.

1.8.2. Required Immunization Activities and Deliverables

- 1.8.2.1. The Contractor must increase the number of children, adolescents and adults who are immunized as recommended by the Advisory Committee on Immunization Practice (ACIP) and the Department by aligning the health care delivery system with community and public health services, which includes but is not limited to:
 - 1.8.2.1.1. Coordinating with public and private medical offices to ensure all populations have access to immunization.
 - 1.8.2.1.2. Developing promotional and educational campaigns to increase vaccine confidence and uptake of immunizations.

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- 1.8.2.1.3. Administering vaccines available through the New Hampshire Immunization Program to uninsured individuals, while considering implementation of a system to capture reimbursement.
- 1.8.2.1.4. Increasing the number of influenza immunization clinics in city schools.
- 1.8.2.1.5. Promoting use of NHIS within the Contractor's organization and externally with other vaccine stakeholders.
- 1.8.2.1.6. Utilizing and leveraging data systems, including the NHIS, to identify areas of low vaccination uptake in order to focus efforts to promote vaccination and reduce barriers to receipt of vaccination.
- 1.8.2.2. The Contractor must assess provider offices to ensure the CDC and the Department standards are met and to ensure immunizations are provided as recommended by ACIP and the Department. The Contractor must ensure:
 - 1.8.2.2.1. Staff assigned to provider visits attend annual trainings offered by the Immunization Section.
 - 1.8.2.2.2. A minimum of two (2) clinical staff attend the NH Immunization Conference and training required to maintain current knowledge of Vaccine for Children policies, childcare assessment strategies and technology.
 - 1.8.2.2.3. Completion of visit and assessment of up to 50% of the enrolled local vaccine providers using the CDC/Immunization Section tools and guidelines.
 - 1.8.2.2.4. A report is submitted to the Immunization Section within seven (7) days of each visit.
 - 1.8.2.2.5. Staff distribute vaccination education materials to medical providers, staff and clients, which include information relative to the benefits and risks of immunizations.
- 1.8.2.3. The Contractor must purchase vaccines in accordance with Senate Bill 115 (SB 115).

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- 1.8.2.4. The Contractor must work toward a 97% up-to-date vaccination rate for students enrolled in public schools
- 1.8.2.5. The Contractor must educate a minimum of ten (10) childcare providers annually using Immunization Section developed tools and guidelines and report results of the visits to the Department as visits are completed.

1.9. COVID-19 Vaccines

- 1.9.1. The Contractor must develop and implement engagement strategies to promote the COVID-19 vaccination and increase vaccine confidence through education, outreach and partnerships in the target populations. The Contractor must:
 - 1.9.1.1. Collaborate with community liaison collaborators to increase the knowledge of COVID-19 vaccinations among the target populations.
 - 1.9.1.2. Conduct outreach to populations, including, but not limited to, those who:
 - 1.9.1.2.1. Experienced disproportionately high rates of COVID-19 and related deaths.
 - 1.9.1.2.2. Have high rates of underlying health conditions that place them at greater risk for severe COVID-19 as determined by the Centers for Disease Control and Prevention (CDC).
 - 1.9.1.2.3. Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical barriers and health system barriers.
 - 1.9.1.2.4. Are likely to have low acceptance of or confidence in COVID-19 vaccines.
 - 1.9.1.2.5. Have a history of mistrust in health authorities or the medical establishment.
 - 1.9.1.2.6. Are not well-known to health authorities or have not traditionally been the focus of immunization programs.
 - 1.9.1.3. Conduct outreach to assess individuals' readiness to receive a vaccination.
 - 1.9.1.4. Increase COVID-19 vaccine confidence among the populations listed in Subsection 1.9.1.2., above by:

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- 1.9.1.4.1. Addressing and monitoring vaccine misinformation on social media.
- 1.9.1.4.2. Developing and distributing messaging in multiple languages and communication access methods, including, but not limited to:
 - 1.9.1.4.2.1. Videos.
 - 1.9.1.4.2.2. Audio.
 - 1.9.1.4.2.3. Print materials.
 - 1.9.1.4.2.4. Social media campaigns featuring a diverse array of community leaders, outreach staff, and other respected, non-medical practitioners.
- 1.9.2. The Contractor must reduce access barriers to COVID-19 vaccination within their communities. The Contractor must:
 - 1.9.2.1. Collaborate with the Department and other stakeholders to ensure COVID-19 vaccination to uninsured adults.
 - 1.9.2.2. Continue to participate in the VFC program to ensure COVID-19 vaccination for all eligible children.
 - 1.9.2.3. Collaborate with local stakeholders to ensure equitable distribution of COVID-19 vaccine especially for the target populations listed in Subsection 1.9.1.2.
 - 1.9.2.4. Ensure clinic location and hours of operation at vaccine sites are adjusted to meet the needs of the target population.
 - 1.9.2.5. Ensure barriers to receipt of vaccination services are addressed through the provision of supportive services, including but not limited to, providing translation services and communication access services to individuals who need assistance with accessing vaccination services.
- 1.10. STD/STI/HIV/HCV Clinical Services and HIV/HCV Priority Testing
 - 1.10.1. The Contractor must provide STD/STI testing and treatment, HIV and HCV counseling, testing, and referral and STD/STI/HIV partner services support.
 - 1.10.2. The Contractor must develop a work plan within thirty (30) days of the Effective Date of this Agreement addressing the increased risks

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associated with STD/STIs in the Contractor's community and/or service area, including but not limited to chlamydia, gonorrhea, syphilis, HIV, and HCV.

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

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

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

1.10.2.1.3. Enhancing measures for cluster detection and response.

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

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

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

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

1.10.3.2.1. HIV and HCV counseling and referral services.

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

1.10.3.2.3. HCV testing utilizing CLIA-waived rapid test technology for people who meet criteria in accordance with CDC screening

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- and testing guidelines or criteria identified by NH DPHS.
- 1.10.3.2.4. Submitting specimens to the NH Public Health Laboratories (NH PHL) for RNA testing for all individuals who test positive for HCV.
 - 1.10.3.2.5. Providing no-cost STD/STI, HIV, and HCV testing based on Bureau of Infectious Disease Control (BIDC) criteria.
 - 1.10.3.2.6. Providing active referrals to HIV pre-exposure and/or post-exposure prophylaxis for clients who meet eligibility criteria as outlined by BIDC, using a reasonable fee scale for the office visit and screening.
 - 1.10.3.3. The Contractor must establish an annual reasonable fee scale for individuals who are not eligible for no-cost services based on BIDC criteria that includes itemized costs for an office visit and screening for each of the following: HIV, HCV, syphilis, gonorrhea, and chlamydia.
 - 1.10.3.4. The Contractor must update an annual protocol outlining how the Contractor will procure, store, dispense and track STD/STI medication according to CDC and state guidelines.
 - 1.10.3.5. The Contractor must provide HIV/HCV testing activities that include, but are not limited to:
 - 1.10.3.5.1. Proving voluntary confidential HIV counseling, testing and referral services utilizing current laboratory testing technology and CLIA-waived rapid point-of-care testing technology in accordance with CDC guidelines and for priority populations as identified by BIDC.
 - 1.10.3.5.2. Providing voluntary confidential HCV counseling, testing and referral services using CLIA-waived rapid testing technology in accordance with CDC guidelines and for priority populations as identified by CDC and BIDC.

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- 1.10.3.5.3. Providing voluntary and confidential STD/STI testing and treatment services in accordance with CDC guidelines for priority populations as identified by BIDC. Performing an annual internal review of the agency's recruitment plan detailing how the agency will access and engage identified priority populations, including but not limited to the use of community health workers.
- 1.10.3.6. The Contractor must provide follow-up for STD/STI/HIV/HCV clinical services and HIV/HCV targeted testing activities, which include but are not limited to:
 - 1.10.3.6.1. Notifying BIDC of all reactive rapid or positive HIV screening test results no later than 12:00 PM the following business day.
 - 1.10.3.6.2. Submitting specimens for confirmatory testing to NH PHL for all reactive or positive HIV screening test results.
 - 1.10.3.6.3. Submitting specimens to NH PHL for RNA testing for all positive CLIA-waived rapid point of care HCV test results.
 - 1.10.3.6.4. Submitting specimens to NH PHL for test processing for all clients who qualify for no-cost testing.
 - 1.10.3.6.5. Submitting all specimens to the NH PHL within seventy-two (72) hours of collection.
 - 1.10.3.6.6. Ensuring all clients with a positive STD/STI test are treated in accordance with current CDC STI Treatment Guidelines.
 - 1.10.3.6.7. Ensuring all clients who present with exposure to an STD/STI are tested and treated in accordance with current CDC STI Treatment Guidelines.
 - 1.10.3.6.8. Conducting client interview and partner services including, but not limited to, collecting condition-specific required variables as defined by BIDC, for all clients

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- with a definitive STD/STI and/or HIV diagnosis.
- 1.10.3.6.9. Ensuring that each member of staff investigating STD/STI and/or HIV cases attends training, when offered, related to the operation of BIDC's disease surveillance database.
 - 1.10.3.6.10. Transmitting BIDC-defined required client treatment and investigation variables to BIDC no later than 4:00pm on the following business day. Once staff are trained on BIDC disease surveillance database, electronic data entry will be the primary method of transmission of this information. Until that time, information must be transmitted to BIDC via fax.
 - 1.10.3.6.11. The Contractor must conduct partner elicitation and partner notification as outlined in current CDC STI Treatment Guidelines for each client presenting to the clinic with diagnosed gonorrhea, syphilis, HIV, or other reportable STI as defined by BIDC.
 - 1.10.3.6.12. Partner services information shall be transmitted to BIDC no later than 4:00pm on the following business day.
 - 1.10.3.6.13. Once staff is trained on BIDC disease surveillance database, electronic data entry will be the primary method of transmission of this information. Until that time, information shall be transmitted to BIDC via fax.
 - 1.10.3.6.14. Ensure all Vendor staff members providing STD/STI, HIV and HCV test results and conducting partner elicitation and notification complete the Disease Intervention Specialist training or equivalent as identified and/or approved by BIDC.
 - 1.10.3.6.15. In the event of a cluster or outbreak of STD/STI/HIV, assist BIDC in conducting

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STI/HIV investigations within the Vendor's service area in accordance with BDC disease investigation standards and protocols.

1.10.3.7. Perform an annual review of the following:

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

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

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

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

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

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

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

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- | | identified
populations. | priority |
|-------------|---|----------|
| 1.10.4. | Additional Requirements for HIV/HCV/STD/STI Activities | |
| 1.10.4.1. | The Contractor must submit a work plan and associated budgets to the Department for approval within sixty (60) days of the Agreement Effective Date for the efforts to address increased risks associated with STDs/STIs, including but not limited to, chlamydia, gonorrhea, syphilis, HIV, and HCV in the Vendor's community and/or service area. | |
| 1.10.4.2. | The Contractor must enhance measures for cluster detection and response. | |
| 1.10.4.3. | The Contractor must identify means for active participation in the NH HIV Planning Group (HPG), as well as any subcommittees of the HPG. | |
| 1.11. | <u>Lead Poisoning Care Coordination and Case Management</u> | |
| 1.11.1. | The Contractor must provide lead poisoning care coordination and case management services to individuals on behalf of the Department's Division of Public Health Services (DPHS), Bureau of Public Health Protection, Healthy Homes and Environmental Section, Healthy Homes and Lead Poisoning Prevention Program (HHLPPP). | |
| 1.11.2. | The Contractor must provide three (3) key services that include: | |
| 1.11.2.1. | Parent notification letters; | |
| 1.11.2.2. | Property owner notifications letters; and | |
| 1.11.2.3. | Nurse case management services for children with elevated blood lead levels 5 micrograms per deciliter (mcg/dL) or higher. | |
| 1.11.3. | Required Care Coordination and Case Management Activities | |
| 1.11.3.1. | The Contractor must provide care coordination and nurse case management services for children 72 months of age or younger with elevated blood levels 3 mcg/dL or higher, who live in the City of Manchester, and the towns of Goffstown, Pinardville, and Auburn. The Contractor must ensure services include: | |
| 1.11.3.1.1. | Providing parent and property owner notification letters; | |
| 1.11.3.1.2. | Providing education; and | |

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- 1.11.3.1.3. Providing case management and referral services.
- 1.11.3.2. The Contractor must ensure all children 72 months of age and younger with elevated blood lead levels above the action limit will receive case management services.
- 1.11.3.3. The Contractor must ensure all parents and /or guardians of children 72 months of age and younger with elevated blood lead levels between 3-4.9 micrograms per deciliter receive notification letters that include education and outreach services.
- 1.11.3.4. The Contractor must ensure all property owners identified where children 72 months of age and younger with elevated blood lead levels between 3-4.9 micrograms per deciliter reside receive notification letters that include education and outreach services.
- 1.11.3.5. The Contractor must utilize HHLPPSS for tracking and documenting all care coordination, case management, and referral activities.
- 1.11.3.6. The Contractor must participate in quarterly Nurse Case Management meetings coordinated by the HHLPPP to:
 - 1.11.3.6.1. Review protocols;
 - 1.11.3.6.2. Review caseloads;
 - 1.11.3.6.3. Discuss logistics; and
 - 1.11.3.6.4. Identify and remove barriers to successful case management.
- 1.11.3.7. The Contractor must ensure all transfers including Personal Health Information (PHI), Personal Identifiable Information (PII) or confidential information between the Department and the Contractor is made either through a secure File Transfer Protocol (sFTP), encrypted email or through the CDC HHLPPSS Surveillance System.
- 1.11.4. Parent Notification
 - 1.11.4.1. The Contractor must provide notification and education to all parents of children 72 months of age or younger with elevated blood levels between 3 to 4.9 mcg/dL capillary or venous testing in accordance with NH RSA 130-A:6-b Parent Notification, Lead Paint Poisoning Prevention and Control.

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1.11.5. Property Owner Notification

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

1.11.6. Nurse Case Management

- 1.11.6.1. The Contractor must provide Nurse Case Management services for children 72 months or younger with an elevated venous blood lead level 5.0 mcg/dL or higher, in accordance with the most current version of the HHLPPP Best Practices in Lead Case Management for Public Health Nurses document and current version of the Child Medical Management Quick Guide for Lead Testing and Treatment.
- 1.11.6.2. The Contractor must ensure all Nurse Case Management services are provided by a Registered Nurse (RN) or Licensed Practical Nurse (LPN), or under the direction of an RN, certified Medical Assistant (MA), or licensed physician.
- 1.11.6.3. The Contractor must provide in-home or telephonic Nurse Case Management services in accordance with the most current version of Best Practices in Lead Case Management for Public Health Nurses document for children 72 months and younger, with elevated venous blood lead levels 5.0 mcg/dL or higher.
- 1.11.6.4. The Contractor must ensure children 72 months and younger with elevated venous blood lead levels 15 mcg/dL or higher receive an in-home visit as part of their case management services.
- 1.11.6.5. The Contractor must make a referral to the HHLPPP Environmentalist for an in-home investigation for children 72 months of age or younger that have an elevated venous blood lead level 5 mcg/dL or higher within seven (7) days of obtaining an elevated blood lead report.
- 1.11.6.6. The Contractor must work with families of children 72 months of age or younger with elevated venous blood lead level 5.0 mcg/dL or higher to successfully link families to Women, Infant and Children's (WIC) Nutrition

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Program services.

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

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

1.11.7. Staffing

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

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

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

1.12. CDC Crisis Response Cooperative Agreement: Public Health Workforce Development

1.12.1. Public Health Workforce Development funds must be spent by June 30, 2024.

1.12.2. The Contractor must maintain trained personnel to address projected jurisdictional response needs, including hiring personnel to build capacity to address Greater Manchester public health proprieties. The Contractor must hire personnel for roles that may include, but is not limited to:

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

1.12.2.1.1. Temporary or term-limited staff.

1.12.2.1.2. Fellows.

1.12.2.1.3. Interns.

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- 1.12.2.1.4. Contractors or contracted employees.
- 1.12.3. The Contractor must hire:
 - 1.12.3.1. One (1) FTE Community Epidemiologist or consultant for the contract period to assess neighborhood health and elevate the lived experience of residents. This position will prioritize critical needs and evidence-based responses facing the community.
 - 1.12.3.1.1. Consult services will be utilized to execute or maintain contracts to support:
 - 1.12.3.1.1.1. Relaunching of the New Hampshire Institute for Local Public Practices;
 - 1.12.3.1.1.2. A workforce development plan;
 - 1.12.3.1.1.3. A cultural effectiveness organizational assessment;
 - 1.12.3.1.1.4. Accreditation and connectivity to academic institutions.
- 1.12.4. The Contractor must certify 20 supervisory and leadership positions in results-based accountability or quality improvement credentialing to strengthen performance measurement, program evaluation and quality improvement.
- 1.12.5. The Contractor must offer specialized certification and trainings for up to 70 staff including school nurses, to keep core competencies current. Other certifications and credentials, include but are not limited to:
 - 1.12.5.1. Asthma education.
 - 1.12.5.2. Infection disease/communicable disease prevention and control.
 - 1.12.5.3. Diabetes.
 - 1.12.5.4. Pediatric nursing.
 - 1.12.5.5. Mental health.
 - 1.12.5.6. First aid.
 - 1.12.5.7. Information technology.
 - 1.12.5.8. Cultural competency.

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- 1.12.5.9. Leadership Development.
- 1.12.6. The Contractor must offer emergency preparedness certification and trainings for up to 50 staff including, school nurses to keep core competencies current. Training will include:
 - 1.12.6.1. Advanced Incident Command System (ICS).
 - 1.12.6.2. Cardiopulmonary Resuscitation (CPR)/First Aid.
 - 1.12.6.3. EMT-Advanced EMT (AEMT) Pandemic.
- 1.12.7. The Contractor must design formal feeder patterns approximately three (3) student internships (subject to change), practicum experiences, Dartmouth Urban Health Scholars with local academic institutions; to execute a new contract with an academic partner to develop practicum and internship opportunities for emerging public health leaders.

1.13. Reporting

1.13.1. Tuberculosis

1.13.1.1. Active TB Cases

- 1.13.1.1.1. The Contractor must notify the State TB/Refugee Health Coordinator or designee of all suspect active and active TB cases via email within one (1) business day of initial report.
- 1.13.1.1.2. The Contractor must confirm active cases and clinically treated cases will have template updates weekly for the first month of treatment and at least monthly thereafter for the duration of treatment.
- 1.13.1.1.3. The Contractor must ensure the Report of Verified Case of TB (RVCT) is routinely updated during the course of treatment with updates occurring at least monthly.
- 1.13.1.1.4. The Contractor must ensure susceptibility report are received within 8 weeks of collection and an isolate is sent to the NH PHL.
- 1.13.1.1.5. The Contractor must ensure the final RVCT is completed within thirty (30) days of discharge regardless of residence location.

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

1.13.1.2. Treatment and Monitoring Standards

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

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

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

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

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

1.13.1.2.2.3. Arranging treatment for all eligible LTBI clients who have a Class B status upon arrival to the US and

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- assure completion of treatment according to clinical guidelines.
- 1.13.1.2.2.4. Providing consultation to medical providers regarding treatment recommendation(s) for all high-risk groups.
- 1.13.1.2.2.5. Providing treatment recommendations such as medication adherence.
- 1.13.1.2.2.6. Ensuring telephone contact is made with the active or suspect active clients within twenty-four (24) hours of identification.
- 1.13.1.2.2.7. Conducting a face-to-face visit with the client diagnosed with active or suspect active disease within three (3) business days of identification to provide counseling and assessment.
- 1.13.1.2.2.8. Monitoring treatment adherence and adverse reaction(s) to treatment by conducting, at a minimum, monthly visits for clients with active disease and monthly phone calls for clients who are high-risk contacts diagnosed with LTBI until treatment is completed.
- 1.13.1.2.2.9. Documenting and report unusual symptoms and severe adverse drug reactions to the medical provider immediately and to the State TB/Refugee

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Health Coordinator or
designee within twenty-four
(24) hours of assessment.

1.13.1.2.2.10. Establishing a plan for
DOT. The plan must
include, but not be limited
to:

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

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

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

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

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to treatment
to the State
TB/Refugee
Health
Coordinator
or designee
at the time a
second
dose is
missed.

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

1.13.1.2.2.10.7. Ensuring
adherence
of clients
intermittentl
y self-
administerin
g
medications
must be
monitored
by contact
with the

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client every
week during
scheduled
DOT
encounters,
as well as
monthly in
person visits
to refill the
client's pill
box.

1.13.1.3. Laboratory Monitoring

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

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

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

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

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the appropriate treatment recommendation.

1.13.1.3.1.4. Notify the State TB/Refugee Health Coordinator or designee within one (1) business day if susceptibility testing is not ordered on isolates sent to private labs.

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

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

1.13.1.4. Isolation

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

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

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

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

1.13.1.5. Contact Investigation Standards

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- 1.13.1.5.1. The Contractor must ensure contact investigations are initiated, completed, and include:
 - 1.13.1.5.1.1. Conducting the client interview to identify contacts to infectious clients within ten (10) business days of initiating case management services.
 - 1.13.1.5.1.2. Prioritizing contact investigations based on current CDC guidelines such as smear positivity and host factors.
 - 1.13.1.5.1.3. Ensuring that contacts diagnosed with LTBI, who are eligible for treatment, start and complete treatment as recommended.
- 1.13.1.6. Services for All TB Clients
 - 1.13.1.6.1. The Contractor must provide client teaching per State TB/Refugee Health Coordinator or designee's Assessment and Education form.
 - 1.13.1.6.2. The Contractor must develop, implement and annually review a policy for the maintenance of confidential client records.
 - 1.13.1.6.3. The Contractor must obtain a signed release of information for TB case management from each client receiving services.
 - 1.13.1.6.4. The Contractor must comply with all laws related to the protection of client confidentiality and management of medical records.
 - 1.13.1.6.5. The Contractor must document any updated case information and notes into

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the state surveillance system within twenty-four (24) hours.

1.13.1.7. NH Tuberculosis Financial Assistance (TBFA)

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

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

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

1.13.1.8. Additional Program Services

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

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

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

1.13.2. Immunizations

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

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

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- 1.13.2.1.2. Information on the interventions that were employed to address identified barriers and challenges.
- 1.13.2.1.3. The number and percentage of children and/or adults vaccinated at school-based influenza clinics.
- 1.13.2.1.4. A detailed summary of educational and outreach materials distributed to childcare providers and other providers.
- 1.13.2.2. The Contractor must submit an Annual Report at the end of each calendar year that includes but is not limited to:
 - 1.13.2.2.1. The number of staff who conduct assessments who receive annual training offered by the Immunization Section.
 - 1.13.2.2.2. The number of staff who attend the NH Immunization Conference.
 - 1.13.2.2.3. Information from the NH school survey reports to determine that children attending public school have up-to-date immunization coverage.
 - 1.13.2.2.4. All assigned provider visits that were completed per CDC requirements and reported within seven (7) days of the visit.
 - 1.13.2.2.5. The results, in detail, of the childcare visits to be submitted, as completed.
 - 1.13.2.2.6. List of ten (10) childcare providers educated on using Immunization Section developed tools and guidelines in accordance with Subsection 1.7.2.4.
- 1.13.3. COVID-19 Vaccines
 - 1.13.3.1. The Contractor must submit a Quarterly Report within thirty (30) days of the quarter end that includes but is not limited to:
 - 1.13.3.1.1. Efforts, successes, and challenges experienced with local community-based organizations and stakeholders to promote vaccines awareness and uptake of COVID-19 vaccinations.

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- 1.13.3.1.2. Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19 vaccinations.
- 1.13.3.1.3. Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.
- 1.13.3.1.4. Potential barriers and solutions identified in the past quarter for low vaccine uptake in specific communities.
- 1.13.3.1.5. Efforts, successes, and challenges experienced in providing community engagement.
- 1.13.3.1.6. Number and percentage of individuals by age range who receive COVID-19 vaccination within the reporting period.
 - 1.13.3.1.6.1. Under age 5.
 - 1.13.3.1.6.2. 5-11 years old.
 - 1.13.3.1.6.3. 12-17 years old.
 - 1.13.3.1.6.4. 18 years and older
 - 1.13.3.1.6.5. 18 years and older who are uninsured.
- 1.13.3.2. The Contractor must provide a comprehensive annual report for COVID-19 Vaccines and Section 3 – Statement of Work COVID-19 by June 30th of each Contract year. The annual report will summarize:
 - 1.13.3.2.1. Activities performed.
 - 1.13.3.2.2. Outcomes.
 - 1.13.3.2.3. Challenges.
 - 1.13.3.2.4. Strengths.
 - 1.13.3.2.5. Identified needs for upcoming Contract year.
- 1.13.3.3. The Contractor must submit a final report due thirty (30) days from Contract completion date.
- 1.13.4. STD/HIV/HCV Clinical Services and HIV/HVC

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- 1.13.4.1. The Contractor must maintain full compliance with all DHHS, DPHS, and BIDD security and confidentiality policies and guidelines related to all Protected Health Information (PHI).
- 1.13.4.2. The Contractor must comply with all state rules, and state and federal laws relating to confidentiality and, if applicable, the specific safeguards provided for substance use disorder treatment information and records in 42 CFR Part 2.
- 1.13.4.3. The Contractor must identify to BIDD the individual who:
 - 1.13.4.3.1. Is the Contractor's single point of contact for STD/STI/HIV/HCV clinical services;
 - 1.13.4.3.2. Is responsible for accurate timely reporting; and
 - 1.13.4.3.3. Is responsible for responding to BIDD inquiries.
- 1.13.4.4. The Contractor must complete and submit all required documentation on appropriate forms supplied by BIDD, which shall include client visit and testing data collection forms within thirty (30) days of specimen collection.
- 1.13.4.5. Properly report HIV, STD/STI and HCV test results, diagnoses, and/or treatments to BIDD in accordance with NH RSA 141-C and He-P 300 and in accordance with current BIDD infectious disease reporting procedures.
- 1.13.4.6. The Contractor must maintain ongoing medical records that comply with the NH Bureau of Health Facility requirements for each client, ensuring availability to the Department upon request.
- 1.13.4.7. The Contractor must review all documentation for completeness and adherence to reporting protocols to ensure quality of data.
- 1.13.4.8. Provide to BIDD the current version of plans and protocols requiring annual review.
- 1.13.4.9. Numbers Served
 - 1.13.4.9.1. The Contractor must provide Healthcare STD/STI/HIV/HCV Clinical Services to a minimum of one-hundred-fifty (150)

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individuals and identify a minimum of one (1) newly diagnosed HIV case per year.

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

1.13.5. Lead Poisoning Care Coordination and Case Management

- 1.13.5.1. The Contractor must provide a narrative report of all care coordination and outreach activities to the HHLPPP within thirty (30) days of the end of each quarter, ensuring reports include:

- 1.13.5.1.1. The number of Parent Notification letters mailed;
- 1.13.5.1.2. The number of Property Owner Notification letters mailed;
- 1.13.5.1.3. The status of all individuals receiving Nurse Case Management services;
- 1.13.5.1.4. The number of cases that have been closed or discharged with reason included;
- 1.13.5.1.5. The number of families referred to WIC nutrition services;
- 1.13.5.1.6. The number of families successfully linked to WIC nutrition services;
- 1.13.5.1.7. The number of families referred to EIS; and
- 1.13.5.1.8. The number of families successfully linking to EIS.

1.13.6. CDC Crisis Response Cooperative Agreement: Public Health Workforce Development

- 1.13.6.1. The Contractor must submit quarterly reports to the Department on the following:
 - 1.13.6.1.1. Tasks that have been completed in whole or in part.
 - 1.13.6.1.2. Identification of any challenges, issues, or problems that might impact the Department's ability to meet the intended outcomes.

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- 1.13.6.1.3. Lessons-learned from participants, staff and/or the community.
- 1.13.6.1.4. Promising practices or activities related to hiring practices and/or workforce development that should be considered for sustained funding.
- 1.13.6.1.5. Feedback from participants and/or members of the community provided regarding the program/project including quotes, e-mails/letters, summarized findings from surveys.
- 1.13.6.1.6. The number and category type staff hired during the reporting period that includes but is not limited to:
 - 1.13.6.1.6.1. Administrative Support, Professional or Clinical, Disease Investigation, School Health, Program Management.
- 1.13.6.1.7. Challenges or experiences that have impacted progress towards achieving set hiring goals.
- 1.13.6.1.8. Explanation of approach and mitigation plans to address current challenges to meet these hiring goals in the future.
- 1.13.6.1.9. Activities proposed to support school-based health services, such as but not limited to:
 - 1.13.6.1.9.1. Number of school nurses hired, types of populations service including Rural or suburban populations. Indicate how they represent diversity of communities affected by COVID-19 specifically, those medically underserved.
 - 1.13.6.1.9.2. Number of hires that support partnerships with

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relevant public health programs, community-based organizations (CBOs), private or public organizations to address specific needs in schools.

- 1.13.6.1.9.3. Number of public health trainings conducted for school health officials.

1.14. Performance Measures

1.14.1. Tuberculosis

1.14.1.1. Completion of Treatment

- 1.14.1.1.1. The Contractor must ensure a minimum of ninety percent (90%) of clients with pulmonary TB with a one (1) year treatment plan complete treatment within twelve (12) months of documented treatment initiation.
- 1.14.1.1.2. The Contractor must ensure a minimum of 75% of high-risk infected persons placed on treatment of LTBI complete treatment within twelve (12) months of documented treatment initiation.
- 1.14.1.1.3. The Contractor must ensure a minimum of 90% of clients with pulmonary TB complete treatment by Directly Observed Therapy (DOT) within twelve (12) months of treatment.

1.14.2. Human Immunodeficiency Virus (HIV) Status

- 1.14.2.1. The Contractor must ensure a minimum of 99% of newly reported persons with Active TB have a documented HIV test.
- 1.14.2.2. Contact Investigations
- 1.14.2.2.1. The Contractor must ensure a minimum of 95% of close contacts be evaluated for LTBI or TB.
- 1.14.2.2.2. The Contractor must ensure a minimum of 90% of infected close contacts complete treatment.

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1.14.2.3. Evaluation of New Americans

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

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

1.14.3. Immunizations

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

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

1.14.4. COVID-19 Vaccines

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

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

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

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

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

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

1.14.5.5. The Contractor must ensure 95% of newly identified

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HCV positive cases receive a referral to HCV medical care within thirty (30) days of the positive test result.

- 1.14.5.6. The Contractor must ensure 95% of newly identified HCV antibody positive people who do not receive a RNA test at the time of the CLIA-waived rapid antibody screening will receive a referral to medical care at the time of the antibody screening.
- 1.14.5.7. The Contractor must ensure 95% of positive HIV, STI, and HCV test results and new diagnoses will be reported to BIDC within seventy-two (72) hours in accordance with NH RSA 141-C and He-P 300.
- 1.14.5.8. The Contractor must ensure 95% of HIV, STI and HCV cases who received client interview and partner services, will be documented in the BIDC disease surveillance database no later than 4:00pm the following business day.
- 1.14.6. Lead Poisoning Care, Coordination and Case Management
 - 1.14.6.1. The Contractor must ensure a minimum of ninety-five percent (95%) of clients with elevated blood lead levels 5.0 micrograms per deciliter or higher enter into nurse case management services within thirty (30) days of being identified.
 - 1.14.6.2. The Contractor must ensure a minimum of ninety-five percent (95%) of clients with elevated blood lead levels 3.0 micrograms per deciliter receive notification letters within thirty (30) days of being identified.
 - 1.14.6.3. The Contractor must ensure a minimum of ninety-five percent (95%) of property owners identified where clients reside with elevated blood lead levels 3.0 micrograms per deciliter receive notification letters within forty-five (45) days of being identified.

1.15. Background Checks

- 1.15.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 1.15.1.1. 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;

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- 1.15.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
- 1.15.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.16. Confidential Data

- 1.16.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
- 1.16.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.17. Privacy Impact Assessment

- 1.17.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 1.17.1.1. How PII is gathered and stored;
 - 1.17.1.2. Who will have access to PII;
 - 1.17.1.3. How PII will be used in the system;
 - 1.17.1.4. How individual consent will be achieved and revoked; and
 - 1.17.1.5. Privacy practices.

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

1.18. Department Owned Devices, Systems and Network Usage

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

- 1.18.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 1.18.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
- 1.18.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.18.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.18.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.18.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.18.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department

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of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

- 1.18.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.18.1.9. Agree when utilizing the Department's email system:
 - 1.18.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
 - 1.18.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.18.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.18.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 1.18.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 1.18.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.
 - 1.18.1.10.3. Only access the Department's intranet to view the Department's Policies and

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Procedures and Information Security
webpages.

- 1.18.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.18.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.
- 1.18.2. Workspace Requirement
 - 1.18.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.
- 1.19. Contract End-of-Life Transition Services**
 - 1.19.1. General Requirements
 - 1.19.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
 - 1.19.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data

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(electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

- 1.19.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 1.19.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 1.19.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 1.19.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.19.2. Completion of Transition Services

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

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requiring additional time to complete said product.

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

1.19.3. Disagreement over Transition Services Results

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

1.20. Website and Social Media

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

- 1.20.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.20.3. State of New Hampshire's Website Copyright

- 1.20.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and

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any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

- 3.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 3.2.2. The Contractor must assess the ethnic and cultural needs, resources and assets of the client's community.
- 3.2.3. The Contractor must promote the knowledge and skills necessary for staff to work effectively with clients with respect to their culturally and linguistically diverse environment.
- 3.2.4. The Contractor must provide interpretation services to clients with minimal English skills, when feasible and appropriate.
- 3.2.5. The Contractor must offer clients a forum through which clients have

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the opportunity to provide feedback to the Contractor regarding the cultural and linguistic issues that may deserve response.

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

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and must be in conformance with local building and zoning codes, by-laws and regulations.

3.5. Eligibility Determinations

- 3.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 3.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.
- 3.5.3. In addition to the determination forms required by the Department, the Contractor must maintain a data file on each recipient of services hereunder, which file must include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor must furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 4.1.4. Medical records on each client/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the

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

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

Exhibit C-4 Budget SFY24
Amendment 1 (TB)

New Hampshire Department of Health and Human Services	
Contractor Name:	City of Manchester
Budget Request for:	Infectious Disease and Prevention Services
Budget Period	Upon GC Approval to June 30, 2024
Indirect Cost Rate (if applicable)	2%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$12,663
2. Fringe Benefits	\$2,287
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$100
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$300
5.(e) Supplies Office	\$100
6. Travel	\$100
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$50
8. (c) Other - Other (specify below)	\$0
Other - incentive cards	\$170
Other - cellular phone	\$245
Other - conference / training	\$5,200
Other Other (specify below)	\$0
Other Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$975
Total Direct Costs	\$22,190
Total Indirect Costs	\$510
TOTAL	\$22,700

Contractor Initials: _____

SS-2024-DPHS-03-INFEC-01-A01

Date: _____

Exhibit C-7 Budget SFY24
Amendment 1 (Immunization)

New Hampshire Department of Health and Human Services	
Contractor Name:	City of Manchester
Budget Request for:	Immunization
Budget Period	Upon GC Approval through June 30, 2024
Indirect Cost Rate (if applicable)	0
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$0
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (Vaccinations)	\$10,000
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$10,000
Total Indirect Costs	\$0
TOTAL	\$10,000

Contractor Initials: _____

SS-2024-DPHS-03-INFEC-01-A01

Date: _____

Exhibit C-9 Budget
Amendment 1
(Immunization)

New Hampshire Department of Health and Human Services Contractor Name: City of Manchester Budget Request for: Infectious Disease and Prevention Services Budget Period: July 1, 2024 through December 30, 2027 Indirect Cost Rate (if applicable) 3.34%				
Line Item	Immunization- SFY 25 (July 1, 2024 to June 30, 2025)	Immunization- SFY 26 (July 1, 2025 to June 30, 2026)	Immunization - SFY 27 (July 1, 2026 to June 30, 2027)	Immunization - SFY 28 (July 1, 2027 to December 30, 2027)
1. Salary & Wages	\$65,800	\$65,800	\$65,800	\$32,900
2. Fringe Benefits	\$14,237	\$14,237	\$14,237	\$6,843
3. Consultants	\$0	\$0	\$0	\$0
4. Equipment				
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.				
5.(a) Supplies - Educational	\$0	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$650	\$650	\$650	\$300
5.(d) Supplies - Medical	\$3,500	\$3,500	\$3,500	\$1,750
5.(e) Supplies - Office	\$300	\$300	\$300	\$150
6. Travel	\$50	\$50	\$50	\$50
7. Software	\$0	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$250	\$250	\$250	\$250
8. (b) Other - Education and Training	\$300	\$300	\$300	\$300
8. (c) Other - Other (specify below)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
9. Subrecipient Contracts	\$2,000	\$2,000	\$2,000	\$1,000
Total Direct Costs	\$87,087	\$87,087	\$87,087	\$43,543
Total Indirect Costs	\$2,913	\$2,913	\$2,913	\$1,457
Subtotals	\$90,000	\$90,000	\$90,000	\$45,000
	TOTAL \$			315,000.00

Contractor Initials: _____

Date: _____

Exhibit C-10 Budget
Amendment 1 (STD Prevention)

New Hampshire Department of Health and Human Services Contractor Name: City of Manchester Budget Request for: Infectious Disease and Prevention Services Budget Period: July 1, 2024 through December 31, 2027 Indirect Cost Rate (if applicable) 3.00%				
Line Item	STD Prevention- SFY 25 (July 1, 2024 to June 30, 2025)	STD Prevention- SFY 26 (July 1, 2025 to June 30, 2026)	STD Prevention - SFY 27 (July 1, 2026 to June 30, 2027)	STD Prevention - SFY 28 (July 1, 2027 to December 30, 2027)
1. Salary & Wages	\$0	\$0	\$0	\$0
2. Fringe Benefits	\$0	\$0	\$0	\$0
3. Consultants	\$15,384	\$15,384	\$15,384	\$7,692
4. Equipment				
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.				
5.(a) Supplies - Educational	\$0	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0	\$0
5.(d) Supplies - Medical	\$150	\$150	\$150	\$75
5.(e) Supplies - Office	\$0	\$0	\$0	\$0
6. Travel	\$0	\$0	\$0	\$0
7. Software	\$0	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0	\$0
Total Direct Costs	\$15,534	\$15,534	\$15,534	\$7,767
Total Indirect Costs	\$466	\$466	\$466	\$233
Subtotals	\$16,000	\$16,000	\$16,000	\$8,000
			TOTAL \$	\$6,000.00

Contractor Initials: _____
Date: _____

Exhibit C-11 Budget
Amendment 1 (HIV Prevention)

New Hampshire Department of Health and Human Services Contractor Name: City of Manchester Budget Request for: Infectious Disease and Prevention Services Budget Period: July 1, 2024 through December 31, 2027 Indirect Cost Rate (if applicable) 3.00%				
Line Item	HIV Prevention SFY 25 (July 1, 2024 to June 30, 2025)	HIV Prevention SFY 26 (July 1, 2025 to June 30, 2026)	HIV Prevention SFY 27 (July 1, 2026 to June 30, 2027)	HIV Prevention SFY 28 (July 1, 2027 to December 31, 2027)
1. Salary & Wages	\$53,433	\$53,433	\$53,433	\$26,708
2. Fringe Benefits	\$19,289	\$19,289	\$19,289	\$9,765
3. Consultants	\$0	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0	\$0
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.				
5.(a) Supplies - Educational	\$1,000	\$1,000	\$1,000	\$500
5.(b) Supplies - Lab	\$0	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0	\$0
5.(d) Supplies - Medical	\$16,000	\$16,000	\$16,000	\$8,000
5.(e) Supplies - Office	\$300	\$300	\$300	\$200
6. Travel	\$25	\$25	\$25	\$25
7. Software	\$0	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$2,000	\$2,000	\$2,000	\$1,000
8. (b) Other - Education and Training	\$150	\$150	\$150	\$150
8. (c) Other - Other (specify below)	\$0	\$0	\$0	\$0
Other (Testing Incentives)	\$1,000	\$1,000	\$1,000	\$500
Other (Equipment repair and maintenance)	\$600	\$600	\$600	\$0
Other (Cell phone service)	\$490	\$490	\$490	\$245
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
9. Subrecipient Contracts	\$2,800	\$2,800	\$2,800	\$1,450
Total Direct Costs	\$97,087	\$97,087	\$97,087	\$48,543
Total Indirect Costs	\$2,913	\$2,913	\$2,913	\$1,457
Subtotals	\$100,000	\$100,000	\$100,000	\$50,000.00
	TOTAL \$			\$350,000.00

Contractor Initials: _____
Date: _____

New Hampshire Department of Health and Human Services Contractor Name: City of Manchester Budget Request for: Infectious Disease and Prevention Services Budget Period: July 1, 2024 to December 31, 2027 Indirect Cost Rate (if applicable) 2.60%				
Line Item	TB SFY 25 (July 1, 2024 to June 30, 2025)	TB SFY 26 (July 1, 2025 to June 30, 2026)	TB SFY 27 (July 1, 2026 to June 30, 2027)	TB SFY 28 (July 1, 2027 to June 30, 2027)
1. Salary & Wages	\$25,327	\$25,327	\$25,327	\$12,664
2. Fringe Benefits	\$4,914	\$4,914	\$4,914	\$2,261
3. Consultants	\$0	\$0	\$0	\$0
4. Equipment				
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0	\$0	\$0
5.(a) Supplies - Educational	\$100	\$100	\$100	\$100
5.(b) Supplies - Lab	\$0	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0	\$0
5.(d) Supplies - Medical	\$500	\$500	\$500	\$300
5.(e) Supplies - Office	\$100	\$100	\$100	\$100
6. Travel	\$100	\$100	\$100	\$100
7. Software	\$0	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0	\$0	\$0
8. (b) Other - Education and Training	\$100	\$100	\$100	\$50
8. (c) Other - Other (specify below)	\$0	\$0	\$0	\$0
Other (Telephone/Cellular)	\$490	\$490	\$490	\$245
Other (Incentive cards)	\$350	\$350	\$350	\$170
Other (conference/training)	\$5,200	\$5,200	\$5,200	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
9. Subrecipient Contracts	\$2,000	\$2,000	\$2,000	\$1,000
Total Direct Costs	\$39,181	\$39,181	\$39,181	\$16,990
Total Indirect Costs	\$1,019	\$1,019	\$1,019	\$510
Subtotals	\$40,200	\$40,200	\$40,200	\$17,500
	TOTAL \$			138,100.00

Contractor Initials: _____
Date: _____

New Hampshire Department of Health and Human Services Contractor Name: City of Manchester Budget Request for: Infectious Disease and Prevention Services Budget Period: July 1, 2024 to December 31, 2027 Indirect Cost Rate (if applicable) 3.00%				
Line Item	Lead Poison Prevention Fund - SFY 25 (July 1, 2024 to June 30, 2025)	Lead Poison Prevention Fund - SFY 26 (July 1, 2025 to June 30, 2026)	Lead Poison Prevention Fund - SFY 27 (July 1, 2026 to June 30, 2027)	Lead Poison Prevention Fund - SFY 27 (July 1, 2027 to December 31, 2027)
1. Salary & Wages	\$32,264	\$32,264	\$32,264	\$16,132
2. Fringe Benefits	\$5,220	\$5,220	\$5,220	\$2,610
3. Consultants	\$0	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0	\$0
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.				
5.(a) Supplies - Educational	\$800	\$800	\$800	\$400
5.(b) Supplies - Lab	\$0	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0	\$0
5.(e) Supplies - Office	\$100	\$100	\$100	\$50
6. Travel	\$50	\$50	\$50	\$25
7. Software	\$0	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$200	\$200	\$200	\$100
8. (b) Other - Education and Training	\$100	\$100	\$100	\$50
8. (c) Other - Other (specify below)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0
9. Subrecipient Contracts	\$100	\$100	\$100	\$50
Total Direct Costs	\$38,834	\$38,834	\$38,834	\$19,417
Total Indirect Costs	\$1,166	\$1,166	\$1,166	\$583
Subtotals	\$40,000	\$40,000	\$40,000	\$20,000
TOTAL \$				140,000.00

Contractor Initials: _____
Date: _____

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2023 (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,765,400
2. Modify Exhibit B, Scope of Services, by replacing in its entirety with Exhibit B Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.
3. Modify Exhibit C, Payment Terms Section 1.1, to read:
 1. This Agreement is funded by:
 - 1.1. 21% Federal funds, NH Immunization, as awarded on July 1, 2023, by the Center for Disease Control and Prevention, ALN 93.268, FAIN NH23IP922595.
 - 1.2. 23% Federal funds, HIV Prevention, as awarded on December 14, 2022, ALN 93.940, FAIN NU62PSP924538.
 - 1.3. 4% Federal funds, STD Prevention, as awarded on December 16, 2022, ALN 93.197, FAIN NH25PS005159.
 - 1.4. 9% Federal funds, NH Lead Prevention, as awarded on June 30, 2023, ALN 93.197, FAIN NUE2EH001457.
 - 1.5. 1% Federal funds, Tuberculosis Control Program, as awarded on January 22, 2024, ALN 93.116, FAIN NU52PS910182.
 - 1.6. 34% Federal funds, Public Health Crisis Response, as awarded on May 18, 2021, ALN 93.354, FAIN NU90TP922144.
 - 1.7. 8% General funds.
4. Modify Exhibit C-4, Budget SFY24 (TB) by replacing it in its entirety with Exhibit C-4, Budget SFY24 Amendment #1 (TB) which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C-7, Budget, SFY25 (Immunization) by replacing it in its entirety with Exhibit C-7, Budget SFY24 Amendment #1 (Immunization), which is attached hereto and incorporated by reference herein.
6. Modify Exhibit C-8, Budget SFY25 (STD Prevention), by replacing it in its entirety with Exhibit C-8, Budget SFY24 Amendment #1 (Public Health Crisis RSP-ARP), which is attached hereto and incorporated by reference herein.
7. Modify Exhibit C-9, Budget SFY25 (HIV Prevention), by replacing it in its entirety with Exhibit C-9 Budget Amendment 1 (Immunization), which is attached hereto and incorporated by reference

herein.

8. Modify Exhibit C-10, Budget SFY25 (TB), by replacing it in its entirety with Exhibit C-10 Budget, Amendment 1 (STD Prevention), which is attached hereto and incorporated by reference herein.
9. Modify Exhibit C-11 Budget SFY25 (Lead Poisoning Prevention Fund), by replacing it in its entirety with Exhibit C-11 Budget, Amendment 1 (HIV Prevention), which is attached hereto and incorporated by reference herein.
10. Modify Exhibit C-12 Budget SFY26 (Immunization), by replacing it in its entirety with Exhibit C-12 Budget, Amendment 1 (TB), which is attached hereto and incorporated by reference herein.
11. Modify Exhibit C-13 Budget SFY26 (STD Prevention), by replacing it in its entirety with Exhibit C-13, Amendment 1 (Lead Poison Prevention Fund), which is attached hereto and incorporated by reference herein.
12. Modify Exhibit C-14 Budget SFY26 (HIV Prevention) by removing it in its entirety.
13. Modify Exhibit C-15 Budget SFY26 (TB) by removing it in its entirety.
14. Modify Exhibit C-16 Budget SFY26 (Lead Poisoning Prevention Fund) by removing it in its entirety.
15. Modify Exhibit C-17 Budget SFY27 (Immunization) by removing it in its entirety.
16. Modify Exhibit C-18 Budget SFY27 (STD Prevention) by removing it in its entirety.
17. Modify Exhibit C-19 Budget SFY27 (HIV Prevention) by removing it in its entirety.
18. Modify Exhibit C-20 Budget SFY27 (TB) by removing it in its entirety.
19. Modify Exhibit C-21 Budget SFY27 (Lead Poisoning Prevention) by removing it in its entirety.
20. Modify Exhibit C-22 Budget SFY28 (Immunization) by removing it in its entirety.
21. Modify Exhibit C-23 Budget SFY28 (STD Prevention) by removing it in its entirety.
22. Modify Exhibit C-24 Budget SFY28 (HIV Prevention) by removing it in its entirety.
23. Modify Exhibit C-25 Budget SFY28 (TB) by removing it in its entirety.
24. Modify Exhibit C-26 Budget SFY28 (Lead Poisoning Prevention Fund) by removing it in its entirety.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to January 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

Date

Name:
Title:

City of Manchester

Date

Name:
Title:

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

OFFICE OF THE ATTORNEY GENERAL

Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-8 Budget SFY24
Amendment 1 (Public Health Crisis RSP-ARP)

New Hampshire Department of Health and Human Services	
Contractor Name: City of Manchester	
Budget Request for: Infectious Disease and Prevention	
Budget Period: Upon GC Approval through June 30, 2024	
Indirect Cost Rate (if applicable): 0	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$22,354
2. Fringe Benefits	\$14,639
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$197,174
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$366,433
Total Direct Costs	\$600,600
Total Indirect Costs	\$0
TOTAL	\$600,600

Contractor Initials: _____

SS-2024-DPHS-03-INFEC-01-A01

Date: _____

FINANCIAL DETAIL ATTACHMENT SHEET
Infectious Disease and Prevention Services

CITY OF MANCHESTER:

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/(Decrease)	Revised Budget
2024	074-500589	Grants for Pub Ast Relief	90023320	43,814		43,814
2024	074-500589	Grants for Pub Ast Relief	90023320	3,186		3,186
2024	102-500731	Contracts for Prog Sw	90023320		10,000	10,000
2025	074-500589	Grants for Pub Ast Relief	90023320	83,627		83,627
2025	074-500589	Grants for Pub Ast Relief	90023320	6,373		6,373
2026	074-500589	Grants for Pub Ast Relief	90023320	83,627		83,627
2026	074-500589	Grants for Pub Ast Relief	90023320	6,373		6,373
2027	074-500589	Grants for Pub Ast Relief	90023320	83,627		83,627
2027	074-500589	Grants for Pub Ast Relief	90023320	6,373		6,373
2028	074-500589	Grants for Pub Ast Relief	90023320	41,814		41,814
2028	074-500589	Grants for Pub Ast Relief	90023320	3,186		3,186
			Subtotal	360,000	10,000	370,000

360,000

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/(Decrease)	Revised Budget
2024	074-500589	Grants for Pub Ast Relief	90024000	50,000		50,000
2024	074-500589	Grants for Pub Ast Relief	90025000	8,000		8,000
2025	074-500589	Grants for Pub Ast Relief	90024000	100,000		100,000
2025	074-500589	Grants for Pub Ast Relief	90025000	16,000		16,000
2026	074-500589	Grants for Pub Ast Relief	90024000	100,000		100,000
2026	074-500589	Grants for Pub Ast Relief	90025000	16,000		16,000
2027	074-500589	Grants for Pub Ast Relief	90024000	100,000		100,000
2027	074-500589	Grants for Pub Ast Relief	90025000	16,000		16,000
2028	074-500589	Grants for Pub Ast Relief	90024000	50,000		50,000
2028	074-500589	Grants for Pub Ast Relief	90025000	8,000		8,000
			Subtotal	464,000		464,000

464,000

05-95-90-902510-5179 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: PUBLIC HEALTH DIV, BUREAU OF INFECTIOUS DISEASE CONTROL, DISEASE CONTROL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/(Decrease)	Revised Budget
2024	102-500731	Contracts for Prog Sw	90020806	17,500		17,500
2024	074-500589	Grants for Pub Ast Relief	90022000		5,200	5,200
2025	102-500731	Contracts for Prog Sw	90020806	35,000		35,000
2025	074-500589	Grants for Pub Ast Relief	90022000	5,200		5,200
2026	102-500731	Contracts for Prog Sw	90020806	35,000		35,000
2026	074-500589	Grants for Pub Ast Relief	90022000	5,200		5,200
2027	102-500731	Contracts for Prog Sw	90020806	35,000		35,000
2027	074-500589	Grants for Pub Ast Relief	90022000	5,200		5,200
2028	102-500731	Contracts for Prog Sw	90020806	17,500		17,500
2028	074-500589	Grants for Pub Ast Relief	90022000	20,800		20,800
			Subtotal	140,000		140,000

20,800

05-95-90-903510-7564 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: PUBLIC HEALTH DIV, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD PREVENTION

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/(Decrease)	Revised Budget
2024	102-500731	Contracts for Prog Sw	90046000	20,000		20,000
2025	102-500731	Contracts for Prog Sw	90046000	40,000		40,000
2026	102-500731	Contracts for Prog Sw	90046000	40,000		40,000
2027	102-500731	Contracts for Prog Sw	90046000	40,000		40,000
2028	102-500731	Contracts for Prog Sw	90046000	20,000		20,000
			Subtotal	160,000		160,000

160,000

05-95-90-902510-1565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: PUBLIC HEALTH DIV, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/(Decrease)	Revised Budget
2024	102-500731	Contracts for Prog Sw	90023310	10,000		10,000
			Subtotal	10,000		10,000

10,000

05-95-90-903510-2468 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: PUBLIC HEALTH DIV, BUREAU OF EMERGENCY PREPAREDNESS, RESPONSE & RECOVERY, PUBLIC HEALTH CRISIS RESPONSE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/(Decrease)	Revised Budget
2024	102-500731	Contracts for Prog Sw	90027500		600,000	600,000
			Subtotal		600,000	600,000

600,000

TOTAL \$	1,334,000	\$	631,400	\$	1,765,400
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Anna J. Thomas, MPH
Public Health Director

Philip J. Alexakos, MPH, REHS
Deputy Public Health Director



BOARD OF HEALTH
Patricia Anglin, BSN, RN, NCSN
Reverend Richard D. Clegg
Christopher Moriarty, DMD
Elizabeth Sailhamer Soukup, M.D., M.M.Sc.
Jenn Wyman, BSN, RN

CITY OF MANCHESTER
Health Department

To: Alderman Chris Morgan
Chairman, CIP Committee

From: Anna Thomas, MPH
Director, Manchester Health Department

Date: April 10, 2024

Re: Additional funding for Primary Care Services for the Homeless

The Health Department has received additional funding in the amount of \$182,329 from The State of NH Department of Health and Human Services to continue the work done by Catholic Medical Center under the Primary Care Services for Homeless Grant.

As such, we have requested that the Planning and Community Development prepare the appropriate CIP Amending Resolution and Budget Authorization Forms necessary for the implementation of this program.

Your review of these documents and a recommendation for approval to the full Board is respectfully requested.

Thank you.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Four

A RESOLUTION

“Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Eighty-Two Thousand Three Hundred Twenty-Eight Dollars and 75/100 (\$182,328.75) for the FY 2022 CIP 213122 Primary Care Services for the Homeless.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2022 CIP as contained in the 2022 CIP budget; and

WHEREAS, the 2022 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate STATE funding from the NH Department of Health and Human Services to provide one-time funding to support the Primary Care Services for the Homeless;

NOW, THEREFORE, be it resolved that the 2022 CIP be amended as follows:

By Increasing

FY 2022 CIP 213122 Primary Care Services for the Homeless - \$182,328.75 STATE

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 213122

Project Year: 2022

CIP Resolution: 6/8/2021

Title: Primary Care Services for the Homeless

Amending Resolution: 5/21/2024

Administering Department: Health Dept.

Revision: \$1

Project Description: Federal Funding provided through the State to provide primary care services to homeless, low income individuals and families. These funds are passed through to Catholic Medical Center.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	4/1/2022
2.	Project Completion	6/30/2025
3.		
4.		
5.		
		6/30/2025

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$594,335.00	\$0.00	\$0.00	\$594,335.00
TOTAL	\$594,335.00	\$0.00	\$0.00	\$594,335.00

Revisions: #1 - Budget increased \$182,328.75 (from \$412,006.25 to \$594,335) and extends completion date to 6/30/2025.**Comments:**

Planning Department/Startup Form - 07/1/20

\$594,335.00

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

This Amendment to the Maternal and Child Health Care in the Integrated Primary Care Setting contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Manchester Health Department ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 15, 2022 (Item #32), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$594,335
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, Section 1.3.2., to read:
 - 1.3.2. Prenatal care either on site or by referral. The referral agreement or subcontract must be provided to, and approved by DHHS, and must enable the Contractor to provide de-identifiable patient data related to prenatal performance measures.
5. Modify Exhibit B, Scope of Services, Section 1.7.2., to read:
 - 1.7.2. Perinatal health services including, but not limited to, access to obstetrical services either on-site or by referral. The referral agreement or subcontract must be provided to, and approved by DHHS, and must enable the Contractor to provide de-identifiable patient data relating to prenatal performance measures to the Department.
6. Modify Exhibit B, Scope of Services, Section 1.10.1. through Section 1.10.2., to read:
 - 1.10.1. Initiative One (1) – Screening and Referrals for SDOH; and
 - 1.10.2. Initiative Two (2) – Contractor's choice, which must focus on enabling services.
7. Modify Exhibit B, Scope of Services, Section 1.12.1. through Section 1.12.2., to read:
 - 1.12.1. QI Project One (1): Increasing Adolescent Well Visits; and
 - 1.12.2. QI Project Two (2): Increasing post-partum clinical depression screening of women within the first 12 weeks after delivering.
8. Modify Exhibit B, Scope of Services, Section 1.18., to read:
 - 1.18. The Contractor shall notify the Department in writing of any newly hired administrator, clinical coordinator, or staff person essential to providing services and/or any personnel changes to these positions. The Contractor shall ensure notification:
 - 1.18.1. Is provided to the Department no later than thirty (30) business days from the date of hire or personnel change; and
 - 1.18.2. Includes a copy of the new staff individual's resume as well as an updated

staffing list.

9. Modify Exhibit B, Scope of Services, by adding Section 1.28., to read:

- 1.28. The Contractor shall provide de-identifiable patient level data on the integrated and primary health care services provided, as specified in Subsection 1.3., and Section 1.26. Reporting.

10. Modify Exhibit C, Payment Terms, Section 1.1. through Section 1.2., to read:

- 1.1. 14% Federal funds from the Maternal and Child Health Services Block Grant to the States, as awarded on October 19, 2021, by the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), Assistance Listing Number (ALN) 93.994, FAIN B04MC45230, and as awarded on October 27, 2022, ALN 93.994, FAIN B04MC47432.
- 1.2. 86% General funds.

11. Modify Exhibit C, Payment Terms, Section 3., to read:

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget Sheet through Exhibit C-4, Budget Sheet, Amendment #1.

12. Modify Exhibit C, Payment Terms, Section 4.3., to read:

- 4.3. Identifies and requests payment for allowable costs incurred in the previous month. Allowable costs are costs incurred that specifically supports only New Hampshire Infants, Children and Adolescents from birth to 21 years of age, Pregnant Women, and Women of Childbearing age.

13. Modify Add Exhibit C, Payment Terms, by adding Section 4.7., to read:

- 4.7. Includes budget line items that are used exclusively for serving the Maternal and Child Health population and invoicing must clearly state how the incurred expenses benefited this specific patient population.

14. Modify Attachment 3, Reporting Calendar, by replacing it in its entirety with Attachment 3, Amendment #1, Reporting Requirements Calendar, which is attached hereto and incorporated by reference herein.

15. Modify Attachment 6, Performance Measures, by replacing it in its entirety with Attachment 6, Amendment #1 – SFY 2025 Performance Measures, which is attached hereto and incorporated by reference herein.

16. Modify Attachment 7, Performance Measure Outcome Report (PMOR), by replacing it in its entirety with Attachment 7, Amendment #1, Performance Measure Outcome Report (PMOR), which is attached hereto and incorporated by reference herein.

17. Add Attachment 8, Amendment #1, DTT – MCH in the Integrated Primary Care Setting Template, which is attached hereto and incorporated by reference herein.

18. Add Exhibit C-4, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

Date

Name:
Title:

Manchester Health Department

Date

Name: Jay Ruais
Title: Mayor

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

OFFICE OF THE ATTORNEY GENERAL

Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Anna J. Thomas, MPH
Public Health Director

Philip J. Alexakos, MPH, REHS
Deputy Public Health Director



BOARD OF HEALTH
Patricia Anglin, BSN, RN, NCSN
Reverend Richard D. Clegg
Christopher Moriarty, DMD
Elizabeth Sailhamer Soukup, M.D., M.M.Sc.
Jenn Wyman, BSN, RN

CITY OF MANCHESTER
Health Department

To: Alderman Chris Morgan, Chairman, CIP Committee

From: Anna Thomas, MPH,
Public Health Director, Manchester Health Department

Date: March 8, 2024

RE: New funding for FY2024 – Healthcare for the Homeless

The Health Department will be receiving new funding in the amount of \$1,642,325 from HRSA for FY2024 to continue the support CMC's Healthcare for the Homeless Program.

As such, we have requested that the Planning and Community Development prepare the appropriate CIP Amending Resolution and Budget Authorization Forms necessary for the implementation of this program.

Your review of these documents and a recommendation for approval to the full Board is respectfully requested.

Thank you.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Four

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of One Million Six Hundred Forty-Two Thousand Three Hundred Twenty-Five Dollars (\$1,642,325) for the FY2024 CIP 213124 Homeless Healthcare.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2024 CIP as contained in the 2024 CIP budget; and

WHEREAS, the 2024 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to appropriate funds in the amount of \$1,642,325 for the FY2024 CIP 213124 Homeless Healthcare.”;

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By adding:

FY2024 CIP 213124 Homeless Healthcare - \$1,642,325 FEDERAL

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 213124

Project Year: 2024

CIP Resolution: 6/6/2023

Title: Homeless Healthcare

Amending Resolution: 5/21/2024

Administering Department: Health Department

Revision:

Project Description:

Federal funds support healthcare services to approximately 1300 unduplicated individuals of all ages experiencing homelessness in Manchester each year. As a federally qualified health center, services are provided through a contract with Catholic Medical Center's Mobile Community Health Team. Services are coordinated with support from community partners such as the Mental Health Center of Greater Manchester, VA, Southern NH Services, FIT/New Horizons, the Way Home and Waypoint at three clinics.

Federal Grants

Federal Grant:

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	03/01/2024
2.	Project Completion	06/30/2025
3.		
4.		
5.		

Line Item Budget

	FEDERAL			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,642,325.00	\$0.00	\$0.00	\$1,642,325.00
TOTAL	\$1,642,325.00	\$0.00	\$0.00	\$1,642,325.00

Revisions:**Comments:**

Federal Funds in the amount of \$1,642,325 come from HRSA



Notice of Award
Award Number: 5 H80CS00002-23-00
Federal Award Date: 01/11/2024

Bureau of Primary Health Care (BPHC)

31. APPROVED BUDGET: (Excludes Direct Assistance) ☐ Grant Funds Only ☒ Total project costs including grant funds and all other financial participation		33. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)																																																			
		<table><thead><tr><th>YEAR</th><th>TOTAL COSTS</th></tr></thead><tbody><tr><td>24</td><td>\$1,642,325.00</td></tr></tbody></table>		YEAR	TOTAL COSTS	24	\$1,642,325.00																																														
YEAR	TOTAL COSTS																																																				
24	\$1,642,325.00																																																				
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38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS: a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.		37. BHCMIS#																																																			
39. ACCOUNTING CLASSIFICATION CODES																																																					
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HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. This Notice of Award is issued based on HRSA's approval of the Non-Competing Continuation (NCC) Progress Report. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>.
2. This action awards prorated funding support through July 31, 2024 based on your FY 2024 target funding under the Health Center Program. The balance of grant support for the FY 2024 budget period will be provided in a subsequent action based on the final FY 2024 Health Center Program appropriation.

Program Specific Term(s)

1. If federal funds have been used toward the costs of acquiring a building, including the costs of amortizing the principal of or paying interest on mortgages, you must notify the HRSA Grants Management Contact listed on this Notice of Award (NoA) for assistance regarding Federal Interest in the property within 60 days of the release date of this NoA.
2. The non-federal share of the project budget includes all program income sources such as fees, premiums, third party reimbursements, and payments that are generated from the delivery of services, and from other revenue sources such as state, local, or other federal grants or contracts; private support; and income generated from fundraising, and donations/contributions. The description of "Authorized Treatment of Program Income" under the "Addition" alternative, as cited elsewhere in this Notice of Award, is superseded by the requirements in section 330(e)(5)(D) of the Public Health Service Act relating to the use of nongrant funds. Under this statutory provision, health centers shall use nongrant funds, including funds in excess of those originally expected, "as permitted under section 330," and may use such funds "for such purposes as are not specifically prohibited under section 330 if such use furthers the objectives of the project." Under 45 CFR § 75.351(a), subrecipients (entities that receive a subaward from a pass-through entity for the purpose of carrying out a portion of a Federal award received by the pass-through entity) are responsible for adherence to applicable Federal program requirements specified in the Federal award.
3. Health centers that purchase, are reimbursed for, or provide reimbursement to other entities for outpatient prescription drugs are expected to secure the best prices available for such products to maximize results for the health center and its patients. Eligible health care organizations/covered entities that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audit regarding 340B Program compliance. 340B Program requirements, including eligibility, can be found at www.hrsa.gov/opa.
4. The Uniform Data System (UDS) annual performance report is due per the specific instructions from the Program Office. Failure to submit a complete UDS report by the specified deadline may result in HRSA placing additional conditions and/or restrictions on your award. This includes, the requirement that all drawdowns of Health Center Program award funds from the Payment Management System have prior approval from the HRSA Division of Grants Management Operations and/or limits on eligibility to receive future supplemental funding.
5. This grant is governed by the post-award requirements cited in Subpart D-Post Federal Award Requirements, standards for program and fiscal management of 45 C.F.R. part 75 except when the notice of award indicates in the "Remarks" section that the grant is included under "Expanded Authority." These recipients may take the following action without prior approval of the Grant Management Officer, Section 75.308 (d)(3) to carry forward unobligated balances to subsequent periods of performance: Except for funds restricted on a Notice of Award, recipients are authorized to carry over unobligated grant funds remaining at the end of that budget period up to 25% of the amount awarded for that budget period. In all cases, the recipient must notify HRSA when it has elected to carry over unobligated balances (UOB) under

regarding the source of the UOB for each type of funding received and to be carried over (e.g., the specific supplemental award(s), base operational funding). If the recipient wishes to carry over UOB in excess of 25% of the total amount awarded, the recipient must submit a prior approval request for carryover in the HRSA Electronic Handbooks (EHBs). Contact your Grants Management Specialist listed on this Notice of Award with any questions.

6. According to existing law, and consistent with Executive Order 13535 (75 FR 15599), health centers are prohibited from using federal funds to provide abortions, except in cases of rape or incest, or when a physician certifies that the woman has a physical disorder, physical injury, or physical illness that would place her in danger of death unless an abortion is performed.
7. You are required to submit an annual Budget Period Progress Report (BPR) Non-Competing Continuation (NCC) to report on progress made from the beginning of your most recent budget period until the date of NCC submission, the expected progress for the remainder of the budget period, and any projected changes for the following budget period. HRSA approval of an NCC is required for the release of each subsequent year of funding. Such funding is also dependent on Congressional appropriation, program compliance, organizational capacity, and a determination that continued funding would be in the federal government's best interest. Failure to submit the NCC by the established deadline, or submission of an incomplete or non-responsive progress report, may result in a delay or a lapse in funding.
8. You must submit a separate Medicare Federally Qualified Health Centers (FQHC) enrollment application for each permanent site at which you provide services. This includes both permanent sites and seasonal sites under your HRSA scope of project (see <https://bphc.hrsa.gov/programrequirements/scope.html> for more information). Each permanent site must be individually enrolled in Medicare as an FQHC and submit for FQHC reimbursement using its unique FQHC Medicare billing number.

To enroll in Medicare, first obtain a National Provider Identifier (NPI) at <https://nppes.cms.hhs.gov/#/>. You may enroll in Medicare electronically via the Medicare Provider Enrollment, Chain, and Ownership System (PECOS) available at <https://pecos.cms.hhs.gov>. PECOS automatically routes applications to the appropriate Medicare Administrative Contractor for review and approval. While HRSA encourages electronic application, you may alternatively choose to submit a paper application, available at <https://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/Downloads/cms855a.pdf>. To find the address where the package should be mailed, refer to <https://www.cms.gov/Medicare/Provider-Enrollment-and-Certification/MedicareProviderSupEnroll/index?redirect=/MedicareProviderSupEnroll>. The appropriate Medicare contractor is listed next to the Fiscal Intermediary.

Contact your State Medicaid office to determine the process and timeline for becoming eligible for payment as an FQHC under Medicaid.

9. You must comply with all Health Center Program requirements. The Health Center Program Compliance Manual (<https://bphc.hrsa.gov/programrequirements/compliancemanual/index.html>) identifies Health Center Program requirements and guides health centers regarding ways that they may demonstrate compliance with these Health Center Program requirements. The Compliance Manual also serves as the foundation for HRSA's compliance determinations and for health centers when responding to any subsequent Progressive Action condition(s) placed on a Notice of Award or Notice of Look-Alike Designation due to an identified area(s) of non-compliance. For additional information on the Progressive Action process, see Chapter 2: Health Center Program Oversight of the Compliance Manual. If you elect to respond to a condition by demonstrating compliance in a manner alternative to the guidance specified in the Compliance Manual, the response must: 1) explicitly indicate that the health center is proposing an alternative means of demonstrating compliance; and 2) include an explanation and documentation of how this alternative explicitly demonstrates compliance with applicable Health Center Program requirements. All responses to conditions are subject to review and approval by HRSA.
10. Your scope of project includes the approved service sites, services, providers, service area, and target population which are supported (wholly or in part) by your total approved health center budget. In addition, the scope of project serves as the basis for eligibility for associated programs such as Medicare and Medicaid Federally Qualified Health Center (FQHC) enrollment and reimbursements, Federal Tort Claims Act coverage, and 340B Drug Pricing. Proper documentation and maintenance of an accurate scope of project is critical in the oversight and management of programs funded or designated under section 330 of the PHS Act.

You are responsible for maintaining the accuracy of your Health Center Program scope of project, including updating or requesting prior approval for significant changes to the scope of project when applicable. You must submit requests to change the approved scope of project for approval via the HRSA Electronic Handbooks (EHBs) Change in Scope Module. Refer to the Scope of Project webpage (<http://www.bphc.hrsa.gov/programrequirements/scope.html>) for details about changes to sites, services, service area zip codes, and target population(s).

11. Some Health Center Program award recipients carry out all or a portion of their project through the disbursement of Health Center Federal program award funds to another entity, referred to as a "subaward" as defined in 45 CFR part 75. A health center that makes a subaward(s) must document its determination that, at the time such a subaward is made, the entity that receives the subaward (the subrecipient) meets all the Health Center Program requirements applicable to the award recipient's Health Center Program Federal award.

documentation of its subrecipient's compliance with applicable Health Center Program requirements. This includes but is not limited to documentation demonstrating compliance with requirements found in Section 330 of the PHS Act (42 U.S.C. § 254b), 42 CFR part 51c and 42 CFR part 56 (for Community and Migrant Health Centers, respectively). All subrecipients must also comply with applicable grants requirements, particularly those outlined in 45 CFR 75.351-353. See Chapter 12: Contracts and Subawards of the Health Center Program Compliance Manual for additional information.

Note that certain entities may be eligible to receive additional federal benefits associated with the receipt of Health Center Program funding - including Federally Qualified Health Center (FQHC) payment rates under Medicaid and Medicare, 340B Drug Pricing, and Federal Tort Claims Act (FTCA) coverage. However, such benefits have additional requirements and may require additional actions by recipients and/or subrecipients to obtain them.

For example, to establish eligibility for FTCA coverage under the Federally Supported Health Centers Assistance Acts of 1992 of 1995 (section 224(g)-(n) of the PHS Act), "subrecipients" are eligible for FTCA coverage "only if they provide a full range of health care services on behalf of an eligible grantee and only for those services carried out under the grant funded project." 42 CFR 6.3(b). Such subrecipients seeking FTCA coverage for their grant-related activities also must submit a deeming application through the award recipient in the form and manner required by HRSA and be separately deemed as PHS employees for this purpose for FTCA coverage to apply. See: <https://bphc.hrsa.gov/sites/default/files/bphc/ftca/pdf/pal-2021-01.pdf>. Similarly, both recipients and subrecipients must comply with the Centers for Medicare & Medicaid Services (CMS) and state Medicaid programs for FQHC payment/reimbursement. See: <https://www.cms.gov/Center/Provider-Type/Federally-Qualified-Health-Centers-FQHC-Center>.

Standard Term(s)

1. Your organization is required to have the necessary policies, procedures, and financial controls in place to ensure that your organization complies with all legal requirements and restrictions applicable to the receipt of federal funding, per HRSA Standard Terms (unless otherwise specified on your Notice of Award), and Legislative Mandates. The effectiveness of these policies, procedures, and controls is subject to audit.

Reporting Requirement(s)

1. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.**

The recipient must submit, within 90 days after budget period end date, an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **All FFRs must be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal (**PMS Self-Service Web Portal**), or calling 877-614-5533.

2. **Due Date: Annually (Calendar Year) Beginning: 01/01/2024 Ending: 12/31/2024, due 45 days after end of reporting period.**

The Uniform Data System (UDS) is a core set of information appropriate for reviewing the operation and performance of health centers. The data help to identify trends over time, enabling HRSA to establish or expand targeted programs and identify effective services and interventions to improve the health of underserved communities and vulnerable populations. UDS data also inform Health Center programs, partners, and communities about the patients served by health centers. You must submit your UDS report annually on or before February 15. Contact the UDS Support Line at 1-866-837-4357 or udshelp330@bphcdata.net for additional instructions or questions. Reporting technical assistance is available on the UDS Resources webpage (<https://bphc.hrsa.gov/datareporting/index.html>).

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Anna Thomas	Program Director	athomas@manchesternh.org

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).



Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# H8000002
Federal Award Date: 01/11/2024

Recipient Information

1. Recipient Name
City of Manchester New Hampshire
1528 Elm St
Manchester, NH 03101-1356
2. Congressional District of Recipient
01
3. Payment System Identifier (ID)
1026000517A4
4. Employer Identification Number (EIN)
026000517
5. Data Universal Numbering System (DUNS)
790913636
6. Recipient's Unique Entity Identifier
WXMZXFFQG2C9
7. Project Director or Principal Investigator
Anna Thomas
Public Health Director
athomas@manchesternh.gov
(603)657-2700
8. Authorized Official

Federal Agency Information

9. Awarding Agency Contact Information
Lucas Dedmon
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
ldedmon@hrsa.gov
(301) 287-2591
10. Program Official Contact Information
Alison Wilson
Public Health Analyst
Bureau of Primary Health Care (BPHC)
awilson@hrsa.gov
(301) 287-0097

Federal Award Information

11. Award Number
5 H80CS00002-23-00
12. Unique Federal Award Identification Number (FAIN)
H8000002
13. Statutory Authority
42 U.S.C. § 254b
14. Federal Award Project Title
Health Center Program
15. Assistance Listing Number
93.224
16. Assistance Listing Program Title
Community Health Centers
17. Award Action Type
Noncompeting Continuation
18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 03/01/2024 - End Date 02/28/2025	
20. Total Amount of Federal Funds Obligated by this Action	\$684,302.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	\$49,171.00
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$684,302.00
24. Total Approved Cost Sharing or Matching, where applicable	\$2,011,421.00
25. Total Federal and Non-Federal Approved this Budget Period	\$3,653,746.00
26. Project Period Start Date 03/01/2023 - End Date 02/28/2026	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$6,576,637.00

28. Authorized Treatment of Program Income
Addition
29. Grants Management Officer – Signature
Angela Stokes on 01/11/2024

30. Remarks

This grant is included under Expanded Authority

Timothy J. Clougherty

Public Works Director

Owen P. Friend-Gray, P.E.

Deputy Public Works Director

Mark Gomez

Chief of Parks, Recreation & Cemetery



Commission

Colin Manning, Chair

Erika Connors

Jen Drociak

David Flurey

Erin Loomis Laughlin

CITY OF MANCHESTER

Department of Public Works

Parks, Recreation & Cemetery Division

April 24, 2024

Board of Mayor and Alderman
c/o CITY CLERKS OFFICE
One City Hall Plaza
Manchester, New Hampshire 03103

Attention: Chris Morgan
Chairman, CIP Committee
Subject: Bass Island Erosion Mitigation

Dear Alderman Morgan:

The Department of Public Works (DPW) respectfully submits three requests.

1. Allow the Parks, Recreation, and Cemetery Division to accept the awarded Governor's Office for Emergency Relief & Recovery Grant to repair Bass Island Park's Municipal Boat Launch—the total grant is \$50,000.
2. Grant authority for the Park Projects Manager to execute any documents that may be necessary for this grant.
3. Create a new FY24 CIP as described in the included CIP 2 – ACTIVITY FINANCIAL REQUEST for the full scope of the Bass Island Park Erosion Mitigation Project.
4. Approve the requested new FY24 CIP described in CIP 2 – ACTIVITY FINANCIAL REQUEST to receive awarded grant funds.
5. Approve transfers from existing CIPs into the requested new FY24 CIP as described in CIP 2 – ACTIVITY FINANCIAL REQUEST to fund the Bass Island Erosion Mitigation Project fully. Revised Budget Authorizations are attached for both CIP projects to recognize the ability to transfer funds.
 - a. Transfer \$50,000.00 from CIP #510324, Parks Deferred Maintenance.
 - b. Transfer \$20,000.00 from CIP #712522, Storm Drain Infrastructure.

A DPW representative will be available to discuss this at the next Board of Mayor and Alderman meeting. In the meantime, if you have any questions, please do not hesitate to contact me at this office.

Best Regards,
Kate Waldo, Park Projects Manager

cc/ Tim Clougherty
Owen Friend-Gray
Mary Williams
Mark Gomez

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Four

A RESOLUTION

“Amending the FY2022 and FY2024 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of One Hundred Twenty Thousand Dollars (\$120,000) for the FY2024 CIP 510624 - Bass Island Park Erosion Mitigation.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2022 and 2024 CIP as contained in the 2022 and 2024 CIP budget; and

WHEREAS, the 2022 and 2024 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the transfer of funds from FY2022 CIP 712522 ARPA - Clean Water State Revolving Fund Projects and FY2024 CIP 510324 Parks Deferred Maintenance and accept a \$50,000 Grant from the Governor’s Office for Emergency Relief & Recovery to FY2024 CIP 510624 Bass Island Park Erosion Mitigation.

NOW, THEREFORE, be it resolved that the 2022 and 2024 CIP be amended as follows:

By decreasing:

FY2022 CIP 712522 - Clean Water State Revolving Fund Projects - \$20,000 FEDERAL

FY2024 CIP 510324 - Parks Deferred Maintenance - \$50,000 BOND

By adding:

FY2024 CIP 510624 - Bass Island Park Erosion Mitigation - \$20,000 FEDERAL
\$50,000 BOND
\$50,000 OTHER

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#:	712522	Project Year:	2022	CIP Resolution:	6/8/2021
Title:	ARPA - Clean Water State Revolving Fund Projects			Amending Resolution:	5/21/2024
Administering Department	DPW-Highway			Revision:	#3

Project Description: Funds priority DPW and EPD projects, including eligible stormwater and drainage projects and other water quality protection efforts

Federal Grants	Federal Grant:	Yes	Environmental	Review Required:	No
	Grant Executed:	Yes		Completed:	

Critical Events

1.	Project Initiation	8/1/2021
2.	Project Completion	12/31/2026
3.		
4.		
5.		
		12/31/2026

Line Item Budget

	FEDERAL			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$3,980,000.00	\$0.00	\$0.00	\$3,980,000.00
TOTAL	\$3,980,000.00	\$0.00	\$0.00	\$3,980,000.00

Revisions: Funds transferred from CIP #810622.
#1-Decrease budget by \$1,000,000 (from \$5,000,000 to \$4,000,000) and transfer to CIP #811422.
#2-Change the Administering Department to DPW-Highway. #3- 5/21/24 decrease budget by \$20,000 (from \$4,000,000 to \$3,980,000) transfer to CIP #510624

Comments: Funding from the US Dept of Treasury.

CIP BUDGET AUTHORIZATION

CIP#: 510324

Project Year: 2024

CIP Resolution: 6/6/2023

Title: Parks Deferred Maintenance

Amending Resolution: 5/21/2024

Administering Department DPW-Parks, Rec. and Cemetery

Revision: #1

Project Description: Park and cemetery maintenance, repair and replacement projects.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Project Initiation

7/1/2023

2. Project Completion

6/30/2038

3.

4.

5.

6/30/2038

Line Item Budget

BOND

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$250,000.00

\$0.00

\$0.00

\$250,000.00

TOTAL**\$250,000.00****\$0.00****\$0.00****\$250,000.00****Revisions:** #1-5/21/24 Decrease budget by \$50,000 BOND (from \$300,000 to \$250,000) and transfer to CIP #510624**Comments:**

Planning Department/Startup Form - 07/1/20

\$250,000.00

CIP BUDGET AUTHORIZATION

CIP#: 510624

Project Year: 2024

CIP Resolution: 6/6/2023

Title: Bass Island Park Erosion Mitigation

Amending Resolution:

Administering Department DPW/Parks, Rec & Cemetery

Revision:

Project Description:

Amend the Bass Island Park Peninsula and boat ramp erosion areas. Install erosion prevention measures to prevent further erosion of Bass Island Park by the Piscataquog River. Create an annual preventative maintenance plan for PRC to perform ongoing proactive measures. Repair the staircase railing leading to the water.

Federal Grants

Federal Grant:

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1. Project Initiation

5/21/2024

2. Project Completion

6/30/2026

3.

4.

5.

6/30/2026

Line Item Budget

OTHER

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$120,000.00

\$0.00

\$0.00

\$120,000.00

TOTAL**\$120,000.00****\$0.00****\$0.00****\$120,000.00****Revisions:****Comments:**

Funding comes from CIP #510324 (\$50,000), CIP #712522 (\$20,000) and from the Governor's Office for Emergency Relief & Recovery Grant (\$50,000)

Planning Department/Startup Form - 07/1/20

\$120,000.00

**CIP 2 - ACTIVITY FINANCIAL REQUEST
CITY FY 2024**

PROJECT TITLE: Bass Island Park Erosion Mitigation **DEPARTMENT/DIVISION:** DPW/Parks, Rec & Cemetery

PROJECT DESCRIPTION:

Amend the Bass Island Park Peninsula and boat ramp erosion areas. Install erosion prevention measures to prevent further erosion of Bass Island Park by the Piscataquog River. Create an annual preventative maintenance plan for PRC to perform ongoing proactive measures. Repair the staircase railing leading to the water.

PROJECT SERVICE AREA:

Is the project service area located in CDBG eligible census tracts? No

If this is a public service project, estimated number of low-moderate income Beneficiaries supported by CIP Project fund request: _____

Is the projects service area located in a primarily residential area? No

PROJECT IMPLEMENTATION:

Will the project require procurement of a private firm? Yes

PROJECT PERIOD. 7/1/2023 - 6/30/2024

****PROJECTS MUST EXPEND ALL CIP FUNDING BY 6/30/2024**

IF CIP PROJECT WON'T BE FULLY EXPENDED BY END OF FISCAL YEAR PLEASE PROVIDE AN EXPLANATION BELOW:

An environmentally sensitive project requiring permitting cannot be completed within one year. It is recommended that the project period end 6/30/2026.

ESTIMATED EXPENDITURE OF FUNDS BY QUARTER:

DATES:

QUARTER 1: \$ _____

July - September 2023

QUARTER 2: \$ _____

October - December 2023

QUARTER 3: \$ _____

January - March 2024

QUARTER 4: \$ 120,000.00

April - June 2024

BUDGET DESCRIPTION:

PRELIMINARY ACTIVITY BUDGET:		IDENTIFY <u>ALL</u> ANTICIPATED SPECIFIC EXTERNAL FUNDING SOURCES:	
7/1/2023-6/30/2024			
LINE ITEM	2024	AMOUNT	SOURCE
SALARIES & WAGES			
FRINGES			
DESIGN/ ENGINEERING			
CONSULTANT FEES			
CONSTRUCTION ADMIN			
LAND ACQUISITION			
PROJECT EQUIPMENT			
PROJECT OVERHEAD			
CONST. CONTRACTS			
OTHER (SPECIFY)	\$ 120,000.00	\$ 50,000.00	Grant
TOTAL	\$ 120,000.00	TOTAL \$ 50,000.00	



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

PLANNING & LAND USE MANAGEMENT
BUILDING REGULATIONS
CODE ENFORCEMENT DIVISION
COMMUNITY IMPROVEMENT PROGRAM
ZONING BOARD OF ADJUSTMENT

Jeffrey D. Belanger, AICP
Director

Pamela H. Goucher, AICP
Deputy Director Planning & Zoning

Michael J. Landry, P.E., Esq.
Deputy Director Building Regulations

April 26, 2024

Board of Mayor and Alderman
c/o CITY CLERKS OFFICE
One City Hall Plaza
Manchester, New Hampshire 03103

Attention: Alderman Christopher Morgan, Chairman
CIP Committee

Subject: Allocation of funds into a new CIP account

Dear Alderman Morgan:

The Planning & Community Development Department (PCD) respectfully requests that \$12,000 in funds, received in April 2024 from JSIP Manchester QOZB, LLC, to be allocated to a new CIP account. This account will be used solely for a Historic District Survey in the City's Gaslight District by a qualified consultant. These funds are provided as mitigation for formal review by the Manchester Heritage Commission, in its role as a Certified Local Government, and as enabled by Section 106 of the National Historic Preservation Act of 1966.

A representative from our department will be in attendance at your next committee meeting. In the meantime, if you have any questions, please do not hesitate to contact me.

Respectfully Submitted,

Jonathan Golden
Senior Planner
Certified Local Government - Manager

Enc.

Cc/ Jeffrey D. Belanger
Todd Fleming

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Four

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of Twelve Thousand Dollars (\$12,000) for the FY2024 CIP 611424 Gaslight District Historic Resource Survey.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2024 CIP as contained in the 2024 CIP budget; and

WHEREAS, the 2024 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept funds in the amount of \$12,000 from JSIP Manchester QOZB, LLC, to provide funding to FY2024 CIP 611424 Gaslight District Historic Resource Survey.

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By adding:

FY 2024 CIP 611424 - Gaslight District Historic Resource Survey \$12,000 OTHER

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 611424

Project Year: 2024

CIP Resolution: 6/6/2023

Title: Gaslight District Historic Resource Survey

Amending Resolution:

Administering Department Planning and Community Development

Revision:

Project Description:

This project entails the completion of a Historic District Survey, by a consultant, as mitigation for the demolition of buildings for the redevelopment at 75 Canal Street in the "Gaslight District".

Federal Grants

Federal Grant:

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1. Project Initiation

5/30/2024

2. Project Completion

12/30/2024

3.

4.

5.

12/30/2024

Line Item Budget

OTHER

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$12,000.00

\$0.00

\$0.00

\$12,000.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$0.00

\$0.00

\$0.00

\$0.00

TOTAL**\$12,000.00****\$0.00****\$0.00****\$12,000.00****Revisions:****Comments:**

The proposed survey work is a reboot of project review per Section 106 of the National Historic Preservation Act of 1996. Funding comes from JSIP Manchester QOZB, LLC

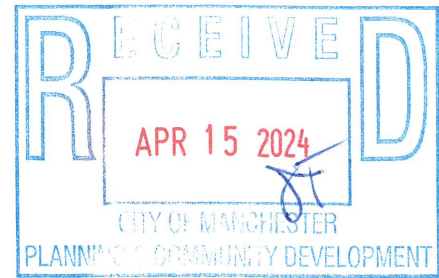
Planning Department/Startup Form - 07/1/20

\$12,000.00



March 18, 2024

Jonathan Golden
Growth Management Planning & Community Development
City of Manchester, NH



Re: JSIP Manchester QOZB, LLC – 75 Canal Street, Manchester, NH 03101

Dear Jonathon,

Enclosed is a check for \$12,000 made out to the City of Manchester. This check is for the Preservation Consultant as outlined per their proposal dated 12-5-23, and for the scope of work that includes the following:

The Preservation Company will prepare a Historic District Area Form for Manchester's Gaslight District. The 2013 project area form (PAF) will provide the basis for the historic district area form.

The relevant historic background, context, and architectural description, as well as historic images, will be excerpted from the 2013 document into the new historic district area form. The overview will be rewritten to focus on the new smaller area and note the recent changes. Additional research and map analysis will be conducted to provide a better understanding of the properties in the potential historic district, which will be recorded in table format.

A statement of significance will be developed for the area based on its history as a warehouse district, distinct from any other commercial or industrial area in the city.

The City of Manchester has been working with NHDHR and the city's Heritage Commission on their request to perform a Historic Research Survey of the area known as the "Gaslight District" located in downtown Manchester. JSIP Manchester QOZB, LLC is proud to continue to support and partner with the City of Manchester, NHDHR, and the City's Heritage Commission.

Sincerely,

Digitally signed by Adam D Goodrich
DN: cn=Adam D Goodrich, o=Jones
Street Residential, ou=Development,
c=US
Reason: I am approving this document
Date: 2024.03.18 14:55:38-0400

Adam D Goodrich

Senior Project Manager

Jones Street Residential

agoodrich@jonesstreet.com

617-283-0788

Timothy J. Clougherty
Public Works Director



Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan
Andre Parent

CITY OF MANCHESTER
Department of Public Works

April 22, 2024

Board of Mayor and Alderman
c/o CITY CLERKS OFFICE
One City Hall Plaza
Manchester, New Hampshire 03103

Attention: Alderman Christopher Morgan
Chairman, CIP Committee

Subject: Transfer of Funds to CIP 710024

Dear Alderman Morgan:

The Department of Public Works (DPW) respectfully requests that the following funds be transferred from the noted CIP's into CIP 710024 – Annual Street Reconstruction (CDBG)

CIP 711822- Auburn Streetscape- \$51,279.28 (CDBG)

CIP 711423- Annual Street Reconstruction (CDBG)- \$48,633.45 (CDBG), \$24,679.30 (Bond)

TOTAL: \$99,912.73 (CDBG) \$24,679.30 (Bond)

The transfer of these funds are being done in advance of closing the associated older CIP's and consolidating into the most recent Annual Street Reconstruction CIP in order for these funds to be made available for this year's program.

A DPW representative will be available for discussion at the next Board of Mayor and Alderman meeting. In the meantime, if you have any questions, please do not hesitate to contact me.

Very truly yours,

Caleb B. Dobbins, P.E.
Highway Chief Engineer

Cc/ Tim Clougherty, Owen Friend-Gray

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Four

A RESOLUTION

“Amending the FY2022, FY2023 and FY2024 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of One Hundred Twenty Four Thousand Five Hundred Ninety Two Dollars and Three Cents (\$124,592.03) for the FY2024 CIP 710024 - Annual Street Reconstruction (CDBG).”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2022, 2023 and 2024 CIP as contained in the 2022, 2023 and 2024 CIP budget; and

WHEREAS, the 2022, 2023 and 2024 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the transfer of funds from FY2022 CIP 711822 Auburn Streetscape and FY2023 CIP 711423 Annual Street Reconstruction (CDBG) to FY2024 CIP 710024 Annual Street Reconstruction (CDBG).

NOW, THEREFORE, be it resolved that the 2022, 2023 and 2024 CIP be amended as follows:

By decreasing:

FY2022 CIP 711822 - Auburn Streetscape - \$51,279.28 CDBG

FY2023 CIP 711423 - Annual Street Reconstruction (CDBG) - \$48,633.45 CDBG
\$24,679.30 BOND

By increasing:

FY2024 CIP 710024 - Annual Street Reconstruction (CDBG) - \$24,679.30 BOND
\$99,912.73 CDBG

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#:	711822	Project Year:	2022	CIP Resolution:	6/8/2021
Title:	Auburn Streetscape			Amending Resolution:	5/21/2024
Administering Department	DPW-Highway			Revision:	#3

Project Description: A project to improve the sidewalks, street lighting, and remove tree overgrowth along a block of Auburn Street from Union Street to Pine Street to enhance safety, visibility, and overall aesthetics of the neighborhood. Treatment would be similar to surrounding neighborhoods.

Federal Grants	Federal Grant:	Yes	Environmental	Review Required:	Yes
	Grant Executed:			Completed:	Yes

Critical Events

1.	Project Initiation	7/1/2021
2.	Project Completion	6/30/2024
3.		
4.		
5.		
		6/30/2024

Line Item Budget

	CDBG			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$255,720.72	\$0.00	\$0.00	\$255,720.72
TOTAL	\$255,720.72	\$0.00	\$0.00	\$255,720.72

Revisions: #1 Increases budget \$107,000 (from \$200,000 to \$307,000). Funds transferred from CIP #711423
#2 Extends completion date from 6/30/2023 to 6/30/2024.#3- Decreases budget \$51,279.28 (from \$307,000 to \$255,720.72) transfers funds to CIP 710024.

Comments: Authorization of Entitlement funds is contingent upon HUD grant execution.

CIP BUDGET AUTHORIZATION

CIP#:	711423	Project Year:	2023	CIP Resolution:	5/17/2022
Title:	Annual Street Reconstruction (CDBG)			Amending Resolution:	5/21/2024
Administering Department	DPW-Highway			Revision:	#4

Project Description: Annual CDBG program to reconstruct City streets that can no longer be resurfaced due to lack of curb reveal or poor base material. In addition to roadway reconstruction, the work will include storm drainage upgrades, installing/resetting curb, repairing sidewalks, lighting and any other right-of-way improvements determined to be required.

Federal Grants	Federal Grant:	Yes	Environmental	Review Required:	Yes
	Grant Executed:			Completed:	Yes

Critical Events

1.	Project Initiation	7/1/2022
2.	Project Completion	6/30/2024
3.		
4.		
5.		
		6/30/2024

Line Item Budget

	CDBG	BOND		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$570,235.14	\$75,320.70	\$0.00	\$645,555.84
TOTAL	\$570,235.14	\$75,320.70	\$0.00	\$645,555.84

Revisions: #1 Decreases budget \$107,000 (from \$507,000 to \$400,000) and transfers funds to CIP #711822
#2 Increasing budget \$78,868.59 CDBG (increases CDBG and total budget from \$400,000 to \$478,868.59).
#3 Increasing budget \$240,000 CDBG & BOND (from \$478,868.59 to \$718,868.59) \$100,000 BOND from CIP 711223 and \$140,000 CDBG from CIP 710024 #4 - 5/21/24 - Decrease budget by \$73,312.75 (\$618,868.59 to \$570,235.14)

Comments: (\$48,633.45 CDBG and \$24,679.30 BOND) Transfer funds to CIP 710024.
Authorization of Entitlement funds is contingent upon HUD grant execution.

CIP BUDGET AUTHORIZATION

CIP#:	710024	Project Year:	2024	CIP Resolution:	6/6/2023
Title:	Annual Street Reconstruction (CDBG)			Amending Resolution:	5/21/2024
Administering Department	DPW-Highway			Revision:	#2

Project Description: Annual CDBG program to reconstruct City streets that can no longer be resurfaced due to lack of curb reveal or poor base material. In addition to roadway reconstruction, the work will include storm drainage upgrades, installing/resetting curb, repairing sidewalks, lighting and any other right-of-way improvements determined to be required. Neighborhoods targeted for improvements must be located in income eligible Census Tracts.

Federal Grants	Federal Grant:	Yes	Environmental	Review Required:	Yes
	Grant Executed:			Completed:	Pending

Critical Events

1. Project Initiation	4/18/2023
2. Project Completion	6/30/2024
3.	
4.	
5.	
	6/30/2024

Line Item Budget

	CDBG			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$359,912.73	\$24,679.30	\$0.00	\$384,592.03
TOTAL	\$359,912.73	\$24,679.30	\$0.00	\$384,592.03

Revisions: #1 - Transfer \$140,000 CDBG to CIP 711423 (decreasing budget from \$400,000 CDBG to \$260,000 CDBG)
#2- Increase Budget \$73,312.75 (\$48,633.45 - CDBG, \$24,679.30 BOND) from CIP 711423 and Accept \$51,279.28 CDBG from CIP 711822 (budget increase \$260,000 to \$384,592.03).

Comments: Authorization of Entitlement funds is contingent upon HUD grant execution.

Timothy J. Clougherty
Public Works Director

Owen P. Friend-Gray, P.E.
Deputy Public Works Director



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan
Andre Parent

CITY OF MANCHESTER
Department of Public Works

April 22, 2024

Board of Mayor and Alderman
c/o CITY CLERKS OFFICE
One City Hall Plaza
Manchester, New Hampshire 03103

Attention: Alderman Christopher Morgan
Chairman, CIP Committee

Subject: Transfer of Funds to CIP 710121

Dear Alderman Morgan:

The Department of Public Works (DPW) respectfully requests that \$1,500,000.00 in funds be transferred from CIP 711824 –Raise Local Match into CIP 710121 –Road Construction: S Commercial to Elm

The FY 24 funds were authorized to meet the required local match for the RAISE grant (\$25,000,000) previously received by the City. This transfer is to consolidate all funds from various fiscal years into a single CIP account.

A DPW representative will be available for discussion at the next Board of Mayor and Alderman meeting. In the meantime, if you have any questions, please do not hesitate to contact me.

Very truly yours,

Caleb B. Dobbins, P.E.
Highway Chief Engineer

Cc/ Tim Clougherty
Owen Friend-Gray

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Four

A RESOLUTION

“Amending the FY2021 and FY2024 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) for the FY2021 CIP 710121 - Road Construction: S. Commercial to Elm.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 and 2024 CIP as contained in the 2021 and 2024 CIP budget; and

WHEREAS, the 2021 and 2024 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the transfer of funds from FY2024 CIP 711824 Raise Local Match to FY2021 CIP 710121 Road Construction: S. Commercial to Elm.

NOW, THEREFORE, be it resolved that the 2021 and 2024 CIP be amended as follows:

By decreasing:

FY2024 CIP 711824 - Raise Local Match - \$1,500,000 BOND

By increasing:

FY2021 CIP 710121 - Road Construction: S. Commercial to Elm - \$1,500,000 BOND

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#:	710121	Project Year:	2021	CIP Resolution:	6/9/2020
Title:	Road Construction: S Commercial to Elm			Amending Resolution:	5/21/2024
Administering Department	Public Works-Highway			Revision:	#3

Project Description: Project proposed to provide an alternative access from S. Commercial Street to Elm Street. This expansion of the roadway network in the millyard will provide opportunities to ease congestion on Granite Street. Project includes right-of-way acquisition, active rail crossing, road construction, and other items necessary to accomplish project goals.

Federal Grants	Federal Grant:	No	Environmental	Review Required:	No
	Grant Executed:			Completed:	

Critical Events

1.	Project Initiation	5/19/2020
2.	Project Completion	6/30/2040
3.		
4.		
5.		
		6/30/2040

Line Item Budget

	BOND	FEDERAL		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$5,500,000.00	\$25,000,000.00	\$0.00	\$30,500,000.00
TOTAL	\$5,500,000.00	\$25,000,000.00	\$0.00	\$30,500,000.00

Revisions: #1 Extends completion date from 6/30/2022 to 6/30/2040.
#2 Increase budget by \$25,000,000 (From \$4,000,000 to \$29,000,000) funds from Federal Highway Administration
#3 5/21/24 - Increase budget by \$1,500,000 BOND (from \$29,000,000 to \$30,500,000) funds from CIP 711824

Comments:

Planning Department/Startup Form - 07/1/20

\$30,500,000.00

CIP BUDGET AUTHORIZATION

CIP#: 711824

Project Year: 2024

CIP Resolution: 6/6/2023

Title: Raise Local Match

Amending Resolution: 5/21/2024

Administering Department DPW-Highway

Revision: #1

Project Description: Funds to provide an alternative access from S. Commercial Street to Elm Street.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Project Initiation

7/1/2023

2. Project Completion

6/30/2043

3.

4.

5.

6/30/2043

Line Item Budget

BOND

Local Grant Matc

TOTAL

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$0.00

\$0.00

\$0.00

\$0.00

TOTAL**\$0.00****\$0.00****\$0.00****\$0.00****Revisions:**

#1- 5/21/24 Decrease budget \$1,500,000 BOND (from \$1,500,000 to \$0.00) transfer to CIP 710121 to consolidate RAISE Funds

Comments:

Planning Department/Startup Form - 07/1/20

\$0.00

Timothy J. Clougherty
Public Works Director



Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan
Andre Parent

CITY OF MANCHESTER
Department of Public Works

April 22, 2024

Board of Mayor and Alderman
c/o CITY CLERKS OFFICE
One City Hall Plaza
Manchester, New Hampshire 03103

Attention: Alderman Christopher Morgan
Chairman, CIP Committee

Subject: Transfer of Funds to CIP 710124

Dear Alderman Morgan:

The Department of Public Works (DPW) respectfully requests that the following funds be transferred from the noted CIP's into CIP 710124 – FY 24 Roadway Program

CIP 710019- Annual ROW Road Reconstruction- \$3,563.42 (Bond)
CIP 711119- FY 19 Roadway Improvement- \$2,602.41 (Other)
CIP 710120- Annual ROW Roadway Rehab- \$679.84 (Bond)
CIP 713020- FY 20 Roadway Improvement- \$322.46 (Other)
CIP 710021- Annual ROW Roadway Rehab- \$664.55 (Bond), \$1,297.12 (MTF)

TOTAL: \$4,907.81 (Bond) \$4,221.99 (Other/MTF)

The transfer of these funds are being done in advance of closing the associated older CIP's and consolidating into the most recent Roadway Program CIP in order for these funds to be made available for this year's program.

A DPW representative will be available for discussion at the next Board of Mayor and Alderman meeting. In the meantime, if you have any questions, please do not hesitate to contact me.

Very truly yours,

Caleb B. Dobbins, P.E.
Highway Chief Engineer

Cc/ Tim Clougherty, Owen Friend-Gray

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Four

A RESOLUTION

“Amending the FY2019, FY2020, FY2021 and FY2024 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of Nine Thousand One Hundred Twenty Nine Dollars and Eighty Cents (\$9129.80) for FY 2024 CIP 710124 FY24 Roadway Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2019, 2020, 2021 and 2024 CIP as contained in the 2019, 2020, 2021 and 2024 CIP budget; and

WHEREAS, the 2019, 2020, 2021 and 2024 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the transfer of funds from FY2019 CIP 710019 Annual ROW Road Reconstruction, FY2019 711119 FY19 Roadway Improvement, FY2020 CIP 710120 Annual ROW Roadway Rehab, FY2020 CIP 713020 FY20 Roadway Improvement and FY2021 CIP 710021 Annual ROW Roadway Rehab to FY2024 CIP 710124 FY24 Roadway Program.

NOW, THEREFORE, be it resolved that the 2019, 2020, 2021 and 2024 CIP be amended as follows:

By decreasing:

- FY 2019 CIP 710019 Annual ROW Road Reconstruction - \$3,563.42 BOND
- FY 2019 CIP 711119 FY19 Roadway Improvement - \$2,602.41 OTHER
- FY 2020 CIP 710120 Annual ROW Roadway Rehab - \$679.84 BOND
- FY 2020 CIP 713020 FY20 Roadway Improvement - \$322.46 OTHER
- FY 2021 CIP 710021 Annual ROW Roadway Rehab - \$664.55 BOND
\$1,297.12 MTF

By increasing:

- FY 2024 CIP 710124 FY24 Roadway Program - \$4,907.81 BOND
- \$2,924.87 OTHER
- \$1,297.12 MTF

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#:	710019	Project Year:	2019	CIP Resolution:	5/15/2018
Title:	Annual ROW Road Reconstruction			Amending Resolution:	5/21/2024
Administering Department	Public Works-Highway			Revision:	#3

Project Description: To reconstruct and resurface City streets for enhanced traffic flow and safety that may include sidewalk renovation, curbing, drainage improvements, and other upgrades.

Federal Grants	Federal Grant:	No	Environmental	Review Required:	No
	Grant Executed:			Completed:	

Critical Events

1.	Project Initiation	7/17/2018
2.	Project Completion	6/30/2039
3.		
4.		
5.		
		6/30/2039

Line Item Budget

	BOND			TOTAL
Salaries and Wage	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$3,391,316.58	\$0.00	\$0.00	\$3,391,316.58
TOTAL	\$3,391,316.58	\$0.00	\$0.00	\$3,391,316.58

Revisions: #1 - Transfers \$6,000 Bond to CIP Project #712018 for Match #2-Transfer \$124,120 to CIP #711819 (from \$3,519,000 to \$3,394,880). #3 - Transfers \$3,563.42 to CIP 710124 (\$3,394,880 to \$3,391,316.58) in preparation to close

Comments:

CIP BUDGET AUTHORIZATION

CIP#: 711119 Project Year: 2019 CIP Resolution: 6/12/2018
Title: FY19 Roadway Improvement Amending Resolution: 5/21/2024
Administering Department Public Works-Highway Revision: #2

Project Description: Reconstruct, repair, and repair public streets that have degraded surface conditions. Work to include pavement, gravel base, drainage, or other repair necessary to improve surface conditions.

Federal Grants Federal Grant: No **Environmental** Review Required: No
Grant Executed: Completed:

Critical Events

1.	Project Initiation	7/17/2018
2.	Project Completion	12/30/2024
3.		
4.		
5.		
		12/30/2024

Line Item Budget

	OTHER			TOTAL
Salaries and Wage	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$1,497,397.59	\$0.00	\$0.00	\$1,497,397.59
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$1,497,397.59	\$0.00	\$0.00	\$1,497,397.59

Revisions: #1 - 12-5-23 Extend completion date from 6/30/23 to 12/30/24. #2 - Transfer \$2,602.41 to CIP 710124 in preparation for closure.

Comments:

CIP BUDGET AUTHORIZATION

CIP#:	713020	Project Year:	2020	CIP Resolution:	6/10/2019
Title:	FY20 Roadway Improvement			Amending Resolution:	5/21/2024
Administering Department	Public Works-Highway			Revision:	#2

Project Description: Reconstruct, repair, and resurface public streets that have degraded surface conditions. Work to include pavement, gravel base, drainage, or other repair necessary to improve surface conditions using Degradation Fees deposited into the Roadway Trust Fund.

Federal Grants	Federal Grant:	No	Environmental	Review Required:	No
	Grant Executed:			Completed:	

Critical Events

1.	Project Initiation	7/1/2019
2.	Project Completion	12/30/2024
3.		
4.		
5.		
		12/30/2024

Line Item Budget

	OTHER			TOTAL
Salaries and Wage	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,499,677.54	\$0.00	\$0.00	\$1,499,677.54
TOTAL	\$1,499,677.54	\$0.00	\$0.00	\$1,499,677.54

Revisions: #1 - 12-5 23 Extend completion date from 6/30/23 to 12/30/24 #2 - 5/21/24 Transfer \$322.46 to CIP 710124 (\$1,500,000 to \$1,499,677.54) in preparation of closure

Comments: OTHER - Roadway Trust Fund.

CIP BUDGET AUTHORIZATION

CIP#:	710120	Project Year:	2020	CIP Resolution:	6/10/2019
Title:	Annual ROW Roadway Rehab			Amending Resolution:	5/21/2024
Administering Department	Public Works-Highway			Revision:	#1

Project Description: Annual program to preserve, resurface and/or reconstruct streets

Federal Grants	Federal Grant:	No	Environmental	Review Required:	No
	Grant Executed:			Completed:	

Critical Events

1.	Project Initiation	7/1/2019
2.	Project Completion	6/30/2039
3.		
4.		
5.		
		6/30/2039

Line Item Budget

	BOND			TOTAL
Salaries and Wage	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$1,999,330.16	\$0.00	\$0.00	\$1,999,330.16
Other	\$1,000,000.00	\$0.00	\$0.00	\$1,000,000.00
TOTAL	\$2,999,330.16	\$0.00	\$0.00	\$2,999,330.16

Revisions: #1 - Transfer \$679.84 (\$3,000,000 to \$2,999,330.16) to CIP 710124 in preparation for closure

Comments:

CIP BUDGET AUTHORIZATION

CIP#: 710021

Project Year: 2021

CIP Resolution: 6/9/2020

Title: Annual ROW Roadway Rehab

Amending Resolution: 5/21/2024

Administering Department Public Works-Highway

Revision: #3

Project Description:

Annual program to preserve, resurface and/or reconstruct streets. This is the continuation of a program to maintain paved streets in good condition and upgrade the City's deteriorating infrastructure. Work will include engineering consultations to maintain and update the current asset database of roadway conditions.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	5/19/2020
2.	Project Completion	6/30/2040
3.		
4.		
5.		
		6/30/2040

Line Item Budget

	BOND	MTF		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$2,913,709.31	\$100,384.48	\$0.00	\$3,014,093.79
TOTAL	\$2,913,709.31	\$100,384.48	\$0.00	\$3,014,093.79

Revisions:

#1 - \$1,681.60 transferred from CIP #714517 increasing budget from \$3,000,000 to \$3,001,681.60
#2 - \$14,373.86 transferred from CIP #710018 increasing budget from \$3,001,681.60 to \$3,016,055.46 BOND
#3 - \$1,961.67 transferred to CIP #710124 (\$3,016,055.46 to \$3,014,093.79) in preparation of closure

Comments:

Planning Department/Startup Form - 07/1/20

\$3,014,093.79

CIP BUDGET AUTHORIZATION

CIP#: 710124

Project Year: 2024

CIP Resolution: 6/6/2024

Title: FY24 Roadway Program

Amending Resolution: 5/21/2024

Administering Department DPW-Highway

Revision: #2

Project Description:

Annual program to preserve, resurface and/or reconstruct streets and associated infrastructure as needed. This is the continuation of a program to maintain paved streets in good condition and upgrade the City's deteriorating infrastructure. Work will include engineering consultations to maintain and update the current asset database of roadway conditions and advise DPW on upcoming paving plans.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Project Initiation

4/18/2023

2. Project Completion

6/30/2043

3.

4.

5.

6/30/2043

Line Item Budget**BOND****Degradation Fees****STATE/OTHER****TOTAL**

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$1,504,907.81

\$1,000,000.00

\$588,672.64

\$3,093,580.45

TOTAL**\$1,504,907.81****\$1,000,000.00****\$588,672.64****\$3,093,580.45****Revisions:**

#1- 3/19/24 Increase budget by \$584,450.65 STATE (\$2,500,000 to \$3,084,450.65) from NH HB2

#2 - 5/21/24 increase budget by \$9,129.79 (\$3,084,450.65 to \$3,093,580.44) transfers from CIP #s 710019

711119, 710120, 713020, 710021 various amounts (OTHER funding is \$4,221.99 , STATE funding is \$584,450.65)

Comments:

Planning Department/Startup Form - 07/1/20

\$3,093,580.45

Timothy J. Clougherty
Public Works Director



Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan
Andre Parent

CITY OF MANCHESTER
Department of Public Works

March 29, 2024

Board of Mayor and Alderman
c/o CITY CLERKS OFFICE
One City Hall Plaza
Manchester, New Hampshire 03103

Attention: Alderman Christopher Morgan
Chairman, CIP Committee

Subject: Transfer of Funds to CIP 712720 (South Manchester Rail Trail) and acceptance of state funds

Dear Alderman Morgan:

The Department of Public Works (DPW) respectfully requests that \$150,000.00 in funds be transferred from CIP 712124 – SMRT-To Londonderry T/L into CIP 712720 –South Manchester Rail Trail. This transfer will consolidate the City funding for this project into a single CIP.

In addition, it is requested that \$124,758.40 in additional state funding be accepted for this project (CIP 712720 –South Manchester Rail Trail) bringing the total state funds for this project to \$924,738.40.

A DPW representative will be available for discussion at the next Board of Mayor and Alderman meeting. In the meantime, if you have any questions, please do not hesitate to contact me.

Very truly yours,

Caleb B. Dobbins, P.E.
Highway Chief Engineer

Cc/ Tim Clougherty
Owen Friend-Gray

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Four

A RESOLUTION

“Amending the FY2020 and FY2024 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of Two Hundred Seventy-Four Thousand Seven Hundred Fifty-Eight Dollars and Forty Cents (\$274,758.40) for the FY2020 CIP 712720 - South Manchester Rail Trail .”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2020 and 2024 CIP as contained in the 2020 and 2024 CIP budget; and

WHEREAS, the 2020 and 2024 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the transfer of funds from FY2024 CIP 712124 SMRT - To Londonderry T/L to FY2020 CIP 712720 South Manchester Rail Trail and accept STATE funds in the amount of \$124,758.40.

NOW, THEREFORE, be it resolved that the 2020 and 2024 CIP be amended as follows:

By decreasing:

FY2024 CIP 712124 SMRT—To Londonderry T/L - \$150,000 BOND

By increasing:

FY2020 CIP 712720 - South Manchester Rail Trail - \$150,000 BOND
\$124,758.40 STATE

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 712124

Project Year: 2024

CIP Resolution: 6/6/2023

Title: SMRT- To Londonderry T/L

Amending Resolution: 5/21/2024

Administering Department DPW-Highway

Revision: #1

Project Description: Engineering, design and construction of the South Manchester Rail Trail System from Perimeter Road to the Londonderry town line.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Project Initiation

7/1/2023

2. Project Completion

6/30/2033

3.

4.

5.

6/30/2033

Line Item Budget**BOND****Grant Match****TOTAL**

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$0.00

\$0.00

\$0.00

\$0.00

TOTAL**\$0.00****\$0.00****\$0.00****\$0.00****Revisions:** #1 - Transfers \$150,000 BOND to CIP 712720 (\$150,000 to \$0.00) to consolidate project funding**Comments:**

Planning Department/Startup Form - 07/1/20

\$0.00

CIP BUDGET AUTHORIZATION

CIP#:	712720	Project Year:	2020	CIP Resolution:	6/10/2019
Title:	South Manchester Rail Trail			Amending Resolution:	5/21/2024
Administering Department	Public Works-Highway			Revision:	#3

Project Description:	Engineering design and construction of the South Manchester Rail Trail system from Perimeter Road to the Londonderry town line.
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Federal Grants	Federal Grant:	No	Environmental	Review Required:	No
	Grant Executed:			Completed:	

Critical Events

1.	Project Initiation	7/1/2019
2.	Project Completion	6/30/2030
3.		
4.		
5.		
		6/30/2030

Line Item Budget

	MTF	STATE	BOND	TOTAL
Salaries and Wage	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$50,000.00	\$924,738.40	\$150,000.00	\$1,124,738.40
TOTAL	\$50,000.00	\$924,738.40	\$150,000.00	\$1,124,738.40

Revisions:	#1 - Increases Budget by \$800,000 State to recognize NHDOT Project: Manchester #42509 funding
	#2 - Extends completion date from 6/30/2023 to 6/30/2030. #3 - Transfers \$150,000 BOND from CIP 712124
	(\$0.00 to \$150,000) and accepts an additional \$124,738.40 STATE increasing total budget from \$850,000 to
	\$1,124,738.40

Comments:

Planning Department/Startup Form - 07/1/19

\$1,124,738.40

Timothy J. Clougherty
Public Works Director



Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan
Andre Parent

CITY OF MANCHESTER
Department of Public Works

April 22, 2024

Board of Mayor and Alderman
c/o CITY CLERKS OFFICE
One City Hall Plaza
Manchester, New Hampshire 03103

Attention: Alderman Christopher Morgan
Chairman, CIP Committee

Subject: Transfer of Funds to CIP 713221

Dear Alderman Morgan:

The Department of Public Works (DPW) respectfully requests that \$76,500.00 in funds be transferred from CIP 712023 – Weston/S. Willow Intersection (CMAQ) into CIP 713221 – Weston Road & S. Willow Street Intersection Improvements.

The FY 23 funds were authorized to meet the required local match (\$200,000 total) for the CMAQ portion (\$800,000) previously authorized to the City. This transfer is to consolidate all funds from various fiscal years into a single CIP account.

A DPW representative will be available for discussion at the next Board of Mayor and Alderman meeting. In the meantime, if you have any questions, please do not hesitate to contact me.

Very truly yours,

Caleb B. Dobbins, P.E.
Highway Chief Engineer

Cc/ Tim Clougherty
Owen Friend-Gray

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Four

A RESOLUTION

“Amending the FY2021 and FY2023 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of Seventy Six Thousand Five Hundred Dollars (\$76,500) for the FY2021 CIP 713221 - Weston Road & S. Willow Street Intersection Improvements.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 and 2023 CIP as contained in the 2021 and 2023 CIP budget; and

WHEREAS, the 2021 and 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the transfer of funds from FY2023 CIP 712023 Weston/S. Willow Intersection (CMAQ) to FY2021 CIP 713221 Weston Road & S. Willow Street Intersection Improvements.

NOW, THEREFORE, be it resolved that the 2021 and 2023 CIP be amended as follows:

By decreasing:

FY2023 CIP 712023 - Weston/S. Willow Intersection (CMAQ) - \$76,500 BOND

By increasing:

FY2021 CIP 713221 - Weston Road & S. Willow Street Intersection Improvements
- \$76,500 BOND

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#:	712023	Project Year:	2023	CIP Resolution:	5/17/2022
Title:	Weston/S. Willow Intersection (CMAQ)			Amending Resolution:	5/21/2024
Administering Department	DPW-Highway			Revision:	#1

Project Description: Remainder of City match for the congestion mitigation and air quality improvements project at the intersection of Weston Road and South Willow Street.

Federal Grants

Federal Grant: No
Grant Executed:

Environmental

Review Required: No
Completed:

Critical Events

1.	Project Initiation	7/1/2022
2.	Project Completion	6/30/2032
3.		
4.		
5.		
		6/30/2032

Line Item Budget

	BOND			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00

Revisions: #1 - 5/21/24 decrease budget \$76,500 BOND (\$76,500 to \$0.00) Transfer money to CIP 713221 to consolidate project funds

Comments:

Planning Department/Startup Form - 07/1/20

\$0.00

CIP BUDGET AUTHORIZATION

CIP#:	713221	Project Year:	2021	CIP Resolution:	6/9/2020
Title:	Weston Road & S. Willow Street Intersection Improvements			Amending Resolution:	5/21/2024
Administering Department	Public Works-Highway			Revision:	#2

Project Description: Design and construct improvements to the Weston Road and South Willow Street intersection to improve traffic flow, reduce congestion, and improve air quality. Funds to be used for engineering, construction, and all related elements necessary to successfully develop this project within the South Willow Street corridor.

Federal Grants	Federal Grant:	Yes	Environmental	Review Required:	Yes
	Grant Executed:			Completed:	

Critical Events

1.	Project Initiation	8/4/2020
2.	Project Completion	6/30/2032
3.		
4.		
5.		
		6/30/2032

Line Item Budget

	STATE	OTHER	BOND	TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$800,000.00	\$123,500.00	\$76,500.00	\$1,000,000.00
TOTAL	\$800,000.00	\$123,500.00	\$76,500.00	\$1,000,000.00

Revisions: #1 - Extends completion date from 6/30/2023 to 6/30/2025.
#2 - Increases budget by \$76,500 BOND (\$923,500 to \$1,000,000) funds from CIP 712023 and extends completion date from 6/30/2025 to 6/30/2032

Comments: State funds via CMAQ grant program. Other funds transferred from CIP #227794 (\$123,500) to partially fund the require 20% City match as authorized by the Planning Board on 8/14/19.

Planning Department/Startup Form - 07/1/20

\$1,000,000.00



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Jeffrey D. Belanger, AICP
Director

Planning and Land Use
Building Regulation
Code Enforcement
Community Improvement Program

Pamela H. Goucher, AICP
Deputy Director of Planning & Zoning

Michael J. Landry, PE, Esq.
Deputy Director of Building Regulations

MEMORANDUM

To: Alderman Chris Morgan
Chairman, CIP Committee

From: Jeffrey Belanger, AICP
Director, Planning and Community Development

Date: April 29, 2024

Re: Request to Subordinate City Liens at Three Properties

- **462 Lake Ave, CIP # 611619**
- **665 Second Street, CIP # 611619**
- **260 Central St, CIP # 611023**

Steve Richard, the owner of the three properties listed above, has submitted a letter regarding his intent to refinance mortgages on the properties. The City has liens on each property, due to their involvement in the City's Lead Hazard Control Program. The Planning and Community Development Department administers the program and requires that a lien be placed on all properties that receive grant funds from the program to ensure that the funds are used in compliance with regulations from the City and the U.S. Department of Housing and Urban Development. The amount of the City's liens placed on the three properties are as follows:

- 462 Lake Ave, \$25,800
- 665 Second Street, \$35,700
- 260 Central Street, \$55,500

As stated in his letter, Mr. Richard would like to refinance his mortgages on the three properties. Although his letter does not directly state this, PCD staff assume that any lending institution Mr. Richard would use would require first position on a new mortgage, and he would therefore need approval from the Board of Mayor and Aldermen to subordinate the City's lien on the properties to a position below that of a new mortgage. The City has a lien in second position on Lake Avenue and Central Street and first position on Second Street.

The Board of Mayor and Aldermen adopted a policy in 2022 that addresses how the Committee on Community Improvement and the Board should evaluate requests for lien subordination. As stated in the policy, there are specific criteria that the Committee and the Board should apply when considering a subordination request. At the time of the writing of this memorandum, PCD staff do not have adequate information to determine whether Mr. Richard's request meets those

criteria. We have attempted to contact Mr. Richard, but have not been able to reach him.

In an effort to avoid delay, we have asked for his request to be placed on your agenda, with the intent to obtain further information from him prior to your meeting on May 7. If we cannot, we would recommend tabling his request until he can provide the necessary information.

A copy of Mr. Richard's letter and the Committee's policy on loan subordination are included with this memorandum.

City of Manchester
CIP Committee
One City Hall
Manchester, NH 03101

March 25th, 2024

Refinancing Properties:
462 Lake Ave
665 Second Street
260 Central St

Chairman Alderman Chris Morgan,

I am writing to request approval to refinance the above 3 properties. I purchased 462 Lake Ave with an existing lead paint order, I went through the Lead Paint Program and we successfully cleared the lead order. After learning about the Lead Paint Program, I voluntarily entered 665 Second St and 260 Central St into the Lead Paint Program because it's a great program! As a Section 8 landlord, I am pleased to have lead paint abated and provide for the safety of my tenants.

Two of my properties have been purchased with an Adjustable-Rate Mortgage (ARM) and I am looking to refinance this loan in the near future when interest rates drop back down again.

462 Lake Ave:

The original mortgage amount was for \$238,000.
The current mortgage balance is \$225,000
The new mortgage balance will be \$285,000
The current valuation is \$415,000 per the recent appraisal below

665 Second St:

The original mortgage amount was for \$240,000.
The current mortgage balance is \$227,974
The new mortgage balance will be \$350,000
The current valuation is \$514,000 per the recent appraisal below

260 Central St:

The original mortgage amount was for \$180,000.
The current mortgage balance is \$171,000
The new mortgage balance will be \$375,000
The current valuation is \$545,700 per the recent appraisal below

I acknowledge that the City of Manchester has a second position on all 3 properties, this will continue with the refinance of the properties as per the documents we collectively signed.

Appraisal: 462 Lake Ave**ORDER INFORMATION**

Order Number:	345786	Loan Number:	345786
Order Date:		Reference Number:	030524229135
Subscriber:	Select Business Services	Completed Date:	03/05/2024 01:02PM

CUSTOMER INFORMATION

Customer Name:	Steve Richard
Property:	462 Lake Avenue
State: NH	County: Hillsborough

PROBABLE PRICE RANGE

Estimated Value:	\$415,000	Estimated Range:	\$382,000 to \$448,000
Confidence Score:	86	FSD:	

The Values are calculated using various models and techniques proprietary to Freddie Mac. This report does not constitute an appraisal and has not been prepared by a certified or licensed appraiser. Values are dependant on the correctness of any data supplied by the user.

Appraisal: 665 Second St**ORDER INFORMATION**

Order Number:	345782	Loan Number:	345782
Order Date:		Reference Number:	030524229131
Subscriber:	Select Business Services	Completed Date:	03/05/2024 12:58PM

CUSTOMER INFORMATION

Customer Name:	Steve Richard
Property:	665 Second Street
State: NH	County: Hillsborough

PROBABLE PRICE RANGE

Estimated Value:	\$514,000	Estimated Range:	\$483,000 to \$545,000
Confidence Score:	92	FSD:	

The Values are calculated using various models and techniques proprietary to Freddie Mac. This report does not constitute an appraisal and has not been prepared by a certified or licensed appraiser. Values are dependant on the correctness of any data supplied by the user.

Appraisal: 260 Central St

Property Address: 260 CENTRAL ST, MANCHESTER, NH 03103
County: HILLSBOROUGH, NH
Owner Name: 260 CENTRAL ST LLC
Report ID: 1709665270065

SUMMARY			
SUCCESS - SUCCESS - VALUATION SUCCESSFUL			
Estimated Value: \$545,700		Value as of: 03/05/2024	
Estimated Value Range	Processed Date	Confidence Score	Forecast Standard Deviation
\$458,700 - \$632,800	03/05/2024	67	16

Respectfully,

Steve Richard

Steve Richard
11 Farrwood Drive
Hooksett, NH 03106
Steve.rockporthomes@gmail.com
603-315-6797

CIP Committee Subordination Policy

Requests for Mortgage Subordination from liens held by the City of Manchester's Community Improvement Program (CIP) will be evaluated by the Committee on Community Improvement and the Board of Mayor and Aldermen. The CIP Committee is not legally required to subordinate the City's lien on a given property. However, upon request, the Committee may approve subordination for refinancing proposals that will not have a significant negative impact on the affordability of the property or the security of the City's lien, and will have a positive impact on the economic viability of the property.

In all cases the total mortgage debt must not exceed the appraised value of the property.

Subordination requests may be considered in the following cases:

1. Subordination requests in which the property owner or landlord intends to refinance their property mortgage loan in order to **reduce mortgage rate or increase term affordability** that increases the economic viability of the property, and no cash equity is withdrawn; and/or
2. Subordination requests in which the property owner intends to refinance their property mortgage loan in order to **withdraw cash equity** to make capital improvements to the property. No proceeds from the refinance may be used for uses other than improvements to the property. These improvements must comply with all applicable City Codes and Ordinances; and/or
3. Owner occupied properties, or rental properties up to 4 rental units are also eligible for subordination requests in which the property owner intends to refinance their property mortgage loan in order to **withdraw cash equity** to offset extenuating financial circumstances. Examples of extenuating financial circumstances may include medical expenses, emergency home repairs, or other justifiable hardships; and/or
4. Other circumstances as deemed appropriate by the Committee on Community improvement; And
5. The new loan must be a Fixed Rate Mortgage, not an Adjustable Rate Mortgage; and
6. Property must have a clear deed and property insurance, and be up-to-date on water, sewer, property tax payments, and all applicable city fees.

Procedure for submitting a Mortgage Subordination Request to the Committee on Community Improvement:

1. The property owner shall submit a letter addressed to the Chairman of the Committee on Community Improvement that includes a settlement statement from the lender confirming the amount of the old mortgage, the amount of the new mortgage, the appraised value of the property, closing costs and a statement indicating that the city will remain in the same position after the subordination.
2. For cash equity loans, a statement from the lender that confirms that cash is being taken out for an eligible use is required.
3. Requests must be submitted to City of Manchester's Planning and Community Development Department:
Planning and Community Development Department
Attn: CIP Coordinator
One City Hall Plaza
Manchester, New Hampshire 03101
Phone: (603) 624-6450 or (603) 624-6475
Fax: (603) 624-6529 or (603) 624-6324
E-Mail: pcd@manchesternh.gov
Website: www.manchesternh.gov
4. Requests for Mortgage Subordinations will be included on the next available in the agenda for the Committee on Community Improvement. A final vote on the request will be held on a subsequent meeting of the Board of Mayor and Aldermen.
5. The subordination document provided by the owner will be mailed to the property owner or available for pick-up within two business days of final approval from the Board of Mayor and Aldermen.
6. There are no charges or fees to request or receive the subordination document.

Lisa M. Drabik
Human Resources Director



CITY OF MANCHESTER

Human Resources Department

MEMORANDUM

To: Alderman Chris Morgan, Chair of Community Improvement Committee

From: Lisa M. Drabik, Human Resources Director

Date: April 15, 2024

Re: Extension of Completion Date of CIP # 810924 (Compensation Study)

The Human Resources Department respectfully requests that the end date for CIP #810924 (the City-wide Classification & Compensation Study) be extended until 6/30/2026, as the work is ongoing and will not conclude by the current project end date of 6/30/24. An end date of 6/30/26 should take the project through any potential implementation period.

I will be available for any questions or discussion at the next Board of Mayor and Aldermen meeting. In the meantime, should you have any questions, please do not hesitate to contact me. Thank you for your consideration.

Respectfully submitted,

Lisa M. Drabik

Lisa M. Drabik
Human Resources Director

CIP BUDGET AUTHORIZATION

CIP#:	810924	Project Year:	2024	CIP Resolution:	6/6/2023
Title:	Compensation			Amending Resolution:	12/5/2023
Administering Department	Human Resources			Revision:	#2

Project Description: \$750,000 allocated to the Human Resources Department for reimbursement of costs associated with the City of Manchester employee Classification and Total Compensation Study to include the consultant fees, salaries and benefits of City personnel associated with the Study, including \$83,843 approved by the BMA to fund salary increases associated with the reclassification of Library union positions pursuant to pre-existing MOU with Library union. Please also see "Contingency" line item below described in the comments.

Federal Grants	Federal Grant:	No	Environmental	Review Required:	No
	Grant Executed:			Completed:	

Critical Events

1.	Project Initiation	7/1/2022
2.	Project Completion	6/30/2026
3.		
4.		
5.		
		6/30/2026

Line Item Budget

	One-time Funds			TOTAL
Salaries and Wages	\$193,813.00	\$0.00	\$0.00	\$193,813.00
Fringes	\$73,030.00	\$0.00	\$0.00	\$73,030.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$105,500.00	\$0.00	\$0.00	\$105,500.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$377,657.00	\$0.00	\$0.00	\$377,657.00
TOTAL	\$750,000.00	\$0.00	\$0.00	\$750,000.00

Revisions: #1- Reduces Consultant Fees line from \$750,000 to \$105,500 and adds \$193,813 to Salaries and Wages, \$73,030 to FRINGES and \$377,657 to OTHER. #2 Extends completion date from 6/30/2024 to 6/30/2026.

Comments: One-time funds approved by the BMA on 9/6/2022. Contingency amount will be used for additional expenses related to the completion or implementation of the compensation study to include employee salary or benefits, all outside professional services and any other unexpected costs.

Planning Department/Startup Form - 07/1/20

\$750,000.00

Timothy J. Clougherty
Public Works Director



Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan
Andre Parent

CITY OF MANCHESTER
Department of Public Works

April 24, 2024

Board of Mayor and Alderman
c/o CITY CLERKS OFFICE
One City Hall Plaza
Manchester, New Hampshire 03103

Attention: Alderman Christopher Morgan, Chairman, CIP Committee

Subject: Early CIP Project Startups – Highway Projects

Dear Alderman Morgan:

The Department of Public Works (DPW) respectfully requests that the Board of Mayor and Alderman consider taking action to approve the following projects from the Mayor's proposed FY25 CIP Budget:

- 1) FY25 Roadway Program: \$5,300,000 (bond, MTF, degradation fees)
- 2) School Parking Lot Rehabilitation (MSD Bond): \$1,000,000

The initiation of these projects will allow for the continuation of our active roadway program and will allow us to sign contracts for the Roadway program and the School Parking Lot Rehabilitation program sooner allowing for a proper length construction season and while the schools are closed for the summer.

This action is needed to bridge the gap between the fiscal calendar and the construction season. A DPW representative will attend the meeting to answer any questions. Due to the time sensitive nature of this work the Department of Public Works respectfully requests that this request be approved.

Sincerely,

Caleb B. Dobbins, P.E.
Highway Chief Engineer

cc/Tim Clougherty
Owen Friend-Gray, P.E.

CIP BUDGET AUTHORIZATION

CIP#: 711025

2025

CIP Resolution:

Title: FY25 Roadway Program

Amending Resolution:

Administering Department DPW-Highway

Revision:

Project Description:

Annual program to preserve, resurface and/or reconstruct streets and associated infrastructure as needed. This is the continuation of a program to maintain paved streets in good condition and upgrade the City's deteriorating infrastructure. Work will include engineering consultations to maintain and update the current asset database of roadway conditions and advise DPW on upcoming paving plans.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

Initiation Date

Completion Date

Line Item Budget**BOND****DEGRADATION F****MTF FUNDS****TOTAL**

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$3,000,000.00

\$1,100,000.00

\$1,200,000.00

\$5,300,000.00

TOTAL**\$3,000,000.00****\$1,100,000.00****\$1,200,000.00****\$5,300,000.00****Revisions:****Comments:**

CIP BUDGET AUTHORIZATION

CIP#: 711925

2025

CIP Resolution:

Title: School Parking Lot Rehabilitation

Amending Resolution:

Administering Department DPW-Highway-Schools

Revision:

Project Description:

Perform pavement rehabilitation and associated infrastructure work at various locations within the Manchester School District properties

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

Initiation Date

Completion Date

Line Item Budget**MSD BOND****TOTAL**

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$1,000,000.00

\$0.00

\$0.00

\$1,000,000.00

TOTAL

\$1,000,000.00

\$0.00

\$0.00

\$1,000,000.00

Revisions:**Comments:**

*Adrienne Beloin, MSW, LICSW
Director*

*Owen J. Westover
Project Assistant*



CITY OF MANCHESTER
Department of Housing Stability

March 18, 2024

To: Chairman, CIP Committee
RE: Funding transfer between projects

I am writing to request the transfer of funds from the existing CIP project within the Housing Stability Department: CIP Project 212023 in the balance of \$184,630.20 (\$49,530.21 ARPA funds; \$135,099.99 Opioid Abatement funds) to the existing CIP Project 610024. This will assist in ensuring coverage of expenses thru FY24.

PCD staff have prepared the appropriate CIP amending resolution and budget authorization forms necessary to take this action in the event that the Committee and the Board of Mayor and Aldermen approve this request.

Thank you.

Adrienne Beloin, MSW, LICSW
Director of Housing Stability

100 Merrimack Street • Manchester, New Hampshire 03101 • (603) 792-3853

www.manchesternh.gov/Departments/Housing-Stability

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Four

A RESOLUTION

“Amending the FY2023 and FY2024 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of One Hundred Eighty-Four Thousand Six Hundred Thirty Dollars and Twenty Cents (\$184,630.20) for the FY2024 CIP 610024 Winter Emergency Shelter.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2023 and 2024 CIP as contained in the 2023 and 2024 CIP budget; and

WHEREAS, the 2023 and 2024 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the transfer of funds from FY2023 CIP 212023 Gatehouse TST Initiative to FY2024 CIP 610024 Winter Emergency Shelter.

NOW, THEREFORE, be it resolved that the 2023 and 2024 CIP be amended as follows:

By decreasing:

FY2023 CIP 212023 Gatehouse TST Initiative - \$184,630.20 (\$49,530.21 ARPA, \$135,099.99 State)

By increasing:

FY2024 CIP 610024 Winter Emergency Shelter- \$184,630.20 (\$49,530.21 ARPA, \$135,099.99 Other)

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 212023	Project Year: 2023	CIP Resolution: 5/17/2022
Title: Gatehouse TST Initiative	Amending Resolution: 4/16/2024	
Administering Department Department of Housing Stability	Revision: #3	

Project Description:	Triage through intensive street outreach with a goal of detox and placement for individuals with co-occurring mental health and substance use disorders. Stabilization will include a continuum of care for all individuals screened and placed in triage from phase one only. Stabilization may include a psychiatric unit, residential level of care, partial hospitalization program, intensive outpatient program with housing, and supportive housing. Transition will consist of sober living homes throughout the city of Manchester and throughout the state of New Hampshire.
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Federal Grants	Federal Grant: Yes	Environmental	Review Required: No
	Grant Executed: 		Completed:

Critical Events

1.	Program Initiation	2/21/2023
2.	Program Completion	3/1/2024
3.		
4.		
5.		
		3/1/2024

Line Item Budget

	STATE	ARPA		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$350,000.00	\$150,000.00	\$0.00	\$500,000.00
TOTAL	\$350,000.00	\$150,000.00	\$0.00	\$500,000.00

Revisions:	#1- 9/5/23 Increases budget \$200,000 (\$300,000 to \$500,000) \$200,000 of State funds transferred from CIP 211723 #2 - 10/17/23 change administering department from Fire Dept. to Department of Housing Stability. #3 - 4/16/2024 decreases budget \$184,630.20 (\$49,530.21 ARPA & \$135,099.99 State)(from \$500,000 to \$315,369.80) and transfers funds to CIP #610024.
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Comments:	\$150,000 transferred from CIP #211723 Opioid Litigation Settlement Trust and \$150,000 transferred form CIP #811422 ARPA - Revenue Replacement (Budget)
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\$500,000.00

CIP BUDGET AUTHORIZATION

CIP#: 610024 Project Year: 2024 CIP Resolution: 6/6/2023
Title: Winter Emergency Shelter Amending Resolution: 4/16/2024
Administering Department: Department of Housing Stability Revision: #5

Project Description: Funding to support emergency shelter operations and the City's response to the homelessness crisis.

Federal Grants Federal Grant: Yes **Environmental** Review Required: Yes
Grant Executed: Completed: Yes

Critical Events

1. Project Initiation	7/1/2023
2. Project Completion	6/30/2024
3.	
4.	
5.	
	6/30/2024

Line Item Budget

	CDBG	ARPA	OTHER	TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$100,000.00	\$1,149,530.21	\$136,399.99	\$1,385,930.20
TOTAL	\$100,000.00	\$1,149,530.21	\$136,399.99	\$1,385,930.20

Revisions: #1- 10/17/2023 Change the administering department from Fire Dept. to Department of Housing Stability
#2 - 12/19/2023 Increase ARPA budget \$100,000 (\$1,000,000 to \$1,100,000) due to transfer of funds from #611124
#3- 3/19/2024 Increase Funding OTHER by \$1,000 dollars donation from HEALTHPLUS, LLC. Total budget increased from \$1,200,000 to \$1,201,000 3/19/24. #4 - Increases OTHER budget \$300 (from \$1,000 to \$1,300) 4-16-24

Comments: #5 Increases budget \$184,630.20 (ARPA - \$49,530.21 - from \$1,100,000 to \$1,149,530.21, State (Other) - \$135,099.99 - (from \$1,300 to \$136,399.99) 4-16-24
Authorization of Entitlement funds is contingent upon HUD grant execution. - Other Budget includes \$1,300 donations..

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\$1,385,930.20