



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

Lori A. Shlbinette
Commissioner

Lori A. Weaver
Deputy Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 4, 2021

His Excellency, Governor Christopher T. Sununu
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into the attached Emergency Management Services Agreement with an unspecified number of First Responder Organizations and to **Retroactively** make unencumbered payments to participating organizations that provide personnel to assist the State with administering COVID-19 vaccinations, not to exceed a shared price limitation of \$1,000,000 across all participating organizations, effective retroactive to January 15, 2021, upon Governor approval through September 30, 2021. 100% Other Funds (FEMA Public Assistance).

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-095-950010-1919 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES, HHS: OFFICE OF THE COMMISSIONER, COMMISSIONERS OFFICE, COVID19 FEMA DHHS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	103-502664	Contracts for Oper Svc	95010690	\$1,000,000
			Total	\$1,000,000

EXPLANATION

This request is **Retroactive** because organizations began providing services to the Department in January 2021 to assist with the State's vaccination efforts at fixed vaccination sites. The purpose of this request is to reimburse the organizations for personnel costs related to assisting the State with vaccinating qualifying New Hampshire residents against COVID-19 in accordance with New Hampshire's Coronavirus Disease 2019 Vaccination Plan.

The Department is requesting authority to make unencumbered payments to participating organizations statewide, in accordance with the attached Emergency Management Services Agreement that has been reviewed and approved by the Attorney General's Office. Given the large number of potential organizations needed to support ongoing vaccination efforts, this requested action will result in a more streamlined and efficient process that will prevent delays in the delivery of COVID-19 vaccines.

The population served includes residents statewide. The exact number of residents of the State of New Hampshire that will be served will depend on the trajectory of the COVID-19 pandemic.

Area served: Statewide

Source of Funds: CFDA # 97.036; FAIN #4516DRNH00000001

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

Respectfully submitted,



Lori A. Shabinette
Commissioner

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, and 2021-02, and suspend the Manual of Procedures 150, V., A., 5 requirement.

3.8.21

Date



Name: Governor Christopher T. Sununu



TERMS OF EMERGENCY MANAGEMENT SERVICES AGREEMENT
COVID-19 VACCINATION AID AGREEMENT

This document sets forth the terms of this Emergency Management Services Agreement ("EMSA"), dated this _____ day of _____, 2021, and is entered into between **the State of New Hampshire, Department of Health and Human Services, Office of the Commissioner** (hereinafter referred to as the "DHHS") and **Department of Safety, Homeland Security and Emergency Management** (hereinafter referred to as the "DOS"), herein collectively referred to as the "State", and _____ (Contractor), with a principal place of business of _____, (hereinafter referred to as the "Contractor") for the provision of aid in the administration of the New Hampshire Coronavirus Disease 2019 Vaccination Plan. This EMSA is retroactively effective to January 15, 2021, upon the signature of the parties and the completion date is September 30, 2021, unless terminated earlier in accordance with Section 9 below.

WHEREAS, the State is engaging in emergency management activities pursuant to RSA 21-P:34, et seq and implementing New Hampshire's Coronavirus Disease 2019 Vaccination Plan;

WHEREAS, the Contractor shall provide personnel to assist with vaccinating individuals against COVID-19 in accordance with the terms and conditions set forth below; and

WHEREAS, the State seeks to enter into an EMSA for the purpose of vaccinating qualifying New Hampshire residents against COVID-19 in accordance with New Hampshire's Coronavirus Disease 2019 Vaccination Plan;

WHEREAS this EMSA was approved pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, and 2021-02.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth herein, the Governor hereby directs that the Contractor, pursuant to RSA 21-P:44, conduct emergency management services under the direction of the State pursuant to the terms of this EMD, adopted pursuant to RSA 21-P:43. The parties agree as follows:

1. REIMBURSABLE SERVICES

- 1.1 The Contractor shall provide personnel to assist with vaccinating individuals against COVID-19, as directed by the State and in accordance with all policies and procedures put forth by the State.
- 1.2 The Contractor must provide vaccination related services, which includes but is not limited to, overseeing operations at the vaccination clinic, administering vaccines, observing operations, completing administrative tasks, participating in required training, and supporting the operations of mobile and other assigned COVID-19 vaccine clinics. Job duties are outlined in Appendix A, Job Descriptions.
- 1.3 The Contractor shall ensure hired staff:
 - 1.3.1 Provide information that is known to them, to the Department regarding any reasonable accommodations needed under the Americans with Disabilities Act by any staff person to allow the Department to make such accommodations prior to the first day or work.
 - 1.3.2 Provide information regarding any reasonable accommodations needed to either the Contractor or the Department after they begin to work, the respective party will provide



such information to the other to allow the Department to make such accommodations.

- 1.3.3 Adhere to isolation and quarantine recommendations issued by the Department, including those related to interstate travel. Non-adherence shall be cause for immediate dismissal.
- 1.3.4 Consent to a health screening prior to each working day and must attest that they are not experiencing any symptoms of COVID-19 as defined by the Department. When a staff member fails the daily health screening, they will not be permitted onsite until they are able to pass the daily screening. The Department will only pay for hours worked by staff.
- 1.3.5 Enter information into the Vaccine Administration Management System (VAMS) and/or other designated site as determined by the State while on-site at the assigned vaccine clinic, as directed by the State on State provided devices.

2. FEE SCHEDULE AND PAYMENT CONDITIONS

- 2.1 Funding for this Agreement is a shared price limitation of \$1,000,000 across all Contractors statewide from January 15, 2021, through September 30, 2021.
- 2.2 Payment for services billed to the State in accordance with Section 1, Scope of Services, shall be on a cost reimbursement basis for hours worked by staff at vaccine sites in the fulfillment of this Agreement, not to exceed hourly rates as specified below:
 - 2.2.1 Up to \$100 per hour for clinical staff.
 - 2.2.2 Up to \$65 per hour for non-clinical staff.
- 2.3 DHHS shall only reimburse for hours worked at vaccine sites and shall not reimburse expenses related to travel time to or from the vaccine sites.
- 2.4 The Contractor shall complete the online Vaccination Reimbursement Request Form (Form) located on the New Hampshire State of Safety, Homeland Security and Emergency Management's website (https://prd.blogs.nh.gov/dos/hsem/?page_id=11123) by the fifteenth (15th) calendar day of the following month. The completion of this online Form shall serve as a formal invoice submission by the Contractor to the State for actual personnel expenditures incurred.
- 2.5 The State shall make payment to the Contractor within thirty (30) days of receipt of each Form, subsequent to approval of the submitted Form and if sufficient funds are available, subject to Paragraph 5 Conditional Nature of Agreement.
- 2.6 The final Form shall be due to the State no later than November 9, 2021.

3. CONFIDENTIALITY

- 3.1 Any and all confidential information obtained or received by the Contractor shall be kept confidential and shall not be disclosed to anyone for any reason, unless required by law. "Confidential Information" means all information owned, managed, created, or received from the Individuals served under this EMSA, the DHHS, the DOS, any other agency of the State, or any medical provider, that is protected by Federal or State information security, privacy or confidentiality laws or rules. Confidential Information includes, but is not limited to, Derivative Data, protected health information (PHI), personally identifiable information (PII), federal tax information (FTI), Social Security Administration information (SSA) and criminal justice information services (CJIS) and any other sensitive confidential information provided under the EMD. This covenant shall survive the termination of the EMSA.
- 3.2 The Contractor shall 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 A, Business Associate Agreement, which has been executed by the parties.

4. ADDITIONAL TERMS

4.1 Impacts Resulting from Court Orders or Legislative Changes

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

5. CONDITIONAL NATURE OF EMSA

5.1 The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.

5.2 Notwithstanding any provision of this EMSA to the contrary, all obligations of continuance of payments, in whole or in part under this EMSA, are contingent upon the continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds.

6. PERSONNEL

6.1 The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7. COMPLIANCE WITH LAWS AND REGULATIONS

7.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including but not limited to, the Health Insurance Portability and Accountability Act, HIPAA; Pub. L. 104-191, 110 Stat. 1936 (1996), the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, and civil rights and equal opportunity laws.

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

7.3 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 all rules, regulations and orders, and the covenants, terms and conditions of this EMSA.

8. ASSIGNMENT/DELEGATION/SUBCONTRACTS

8.1 The Contractor shall not assign, or otherwise transfer any interest in this EMSA without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State.

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



9. RIGHT OF TERMINATION/EVENT OF DEFAULT

9.1 This EMSA may be terminated by either party for any reason by providing a thirty (30) day written notice to the other party.

10. CHOICE OF LAW AND FORUM

10.1 This EMSA shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire. Any actions arising out of this EMSA shall be brought and maintained in a New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

11. CONTRACTOR'S RELATION TO THE STATE

11.1 In the performance of this EMSA the Contractor 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.

12. AMENDMENT

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

13. ENTIRE EMSA

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

**New Hampshire State of Health and Human Services
COVID-19 Vaccination Aid**



Contractor

Print Name:
Print Title:
Contractor Name:
Duly Authorized

Date

NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

Lori Weaver, Deputy Commissioner
NH Department of Health of Human Services

Date

NH DEPARTMENT OF SAFETY

NAME, TITLE
NH Department of Safety

Date

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

OFFICE OF THE ATTORNEY GENERAL

Date

Name:
Title:



Exhibit A

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated recordset" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit A

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit A

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit A

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit A

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit A

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date



Appendix A - Job Action Sheets

Covid-19 Vaccination Clinic Officer in Charge Job Action Sheet

OVERVIEW	
Relevant Response Facilities:	Drive Through Vaccination Clinics
Responsibilities:	Oversees the overall operations of the vaccination clinic ensuring smooth execution and open communication with the CCO.
Position You Report to:	CCO
Positions Reporting to You:	NCOIC, Vaccinators, Vaccination Administration Assistant, Administrators, Observers, Parking Attendant, Traffic Controllers
Recommended Qualifications:	Training: ICS-100, ICS-200, IS-700
Instructions:	<ul style="list-style-type: none"> • Read this entire Job Action Sheet and ensure you understand your assigned tasks. • Review the response-specific organizational chart and identify the individual you are reporting to and the individuals reporting to you (if applicable). • Use this Job Action Sheet as a checklist to ensure all tasks are addressed and completed. • This Job Action Sheet is a guide only. Not all tasks are appropriate for every situation and additional tasks may be necessary. Talk to the individual you report to if you have any questions.

Operations		RESOURCES
<input checked="" type="checkbox"/>	TASKS	
<input type="checkbox"/>	At the beginning of each shift:	
	<input type="checkbox"/> Provide daily operations briefing to site staff.	
	<input type="checkbox"/> Review medical standing orders, vaccine information sheets, and incident-specific guidance.	
	<input type="checkbox"/> Review schedule for the day and prepare necessary supplies for scheduled appointments. Communicate significant findings, changes, etc.	
<input type="checkbox"/>	Regularly check in with Unit Leaders to assess staffing and supply levels, and to address any identified issues. Report issues identified to the Response Facility Manager, when needed.	
<input type="checkbox"/>	Ensure ongoing implementation of infection prevention and control measures by all staff. (Work with: Response Facility Safety Officer, Health and Infection Control Unit, and Safety and Security Unit.)	
<input type="checkbox"/>	Confirm facility, staff, and client safety through routine monitoring to ensure adherence to health and life safety measures and make changes (as needed). (Work with: Response Facility Safety Officer, Facility Officer, and Safety and Security Unit.)	
<input type="checkbox"/>	Immediately request 911 services for life threatening emergencies.	

**New Hampshire Department of Health and Human Services
COVID-19 Vaccination Aid**



Appendix A - Job Action Sheets

<input type="checkbox"/>	Report injuries or incidents that present a risk to human health and safety to the CCO.	
<input type="checkbox"/>	Ensure PPE is worn appropriately throughout the day.	
<input type="checkbox"/>	At the end of each shift:	
<input type="checkbox"/>	Provide out brief team and follow on leadership.	
<input type="checkbox"/>	Train replacement OIC or debrief NCOIC.	
<input type="checkbox"/>	Ensure site is prepared for the following day's operations.	
<input type="checkbox"/>	Ensure all required documentation is completed, collected, and submitted appropriately. Document injury or illness associated with the response by completing an Incident Report.	

Demobilization		
<input checked="" type="checkbox"/>	TASKS	RESOURCES
<input type="checkbox"/>	Ensure all required documentation is completed, collected, and submitted appropriately.	
<input type="checkbox"/>	Inventory and repackage response resources (e.g., Strategic National Stockpile (SNS), supplies, equipment, etc.).	
<input type="checkbox"/>	Participate in the after action review process to evaluate response operations, document improvement recommendations, and support improvement planning.	



Appendix A - Job Action Sheets

Covid-19 Vaccination Clinic NCOIC Job Action Sheet

OVERVIEW	
Relevant Response Facilities:	Drive Through Vaccination Clinics
Responsibilities:	Oversee the daily operations of the vaccination clinic and ensure communication to the CCO and fill in as the IC when the OIC is not available.
Position You Report to:	OIC
Positions Reporting to You:	Vaccinators, Vaccine Admin Assistant, Admin, Parking Attendant, Observers, Traffic Control
Recommended Qualifications:	Training:
Instructions:	<ul style="list-style-type: none"> • Read this entire Job Action Sheet and ensure you understand your assigned tasks. • Review the response-specific organizational chart and identify the individual you are reporting to and the individuals reporting to you (if applicable). • Use this Job Action Sheet as a checklist to ensure all tasks are addressed and completed. • This Job Action Sheet is a guide only. Not all tasks are appropriate for every situation and additional tasks may be necessary. Talk to the individual you report to if you have any questions.

Operations	
<input checked="" type="checkbox"/> TASKS	RESOURCES
<input type="checkbox"/> At the beginning of each shift:	
<input type="checkbox"/> Receive briefing from the OIC or give briefing in his/her absence.	
<input type="checkbox"/> Review medical standing orders, vaccine information sheets, and incident-specific guidance.	
<input type="checkbox"/> Review schedule for the day and prepare necessary supplies for scheduled appointments.	
<input type="checkbox"/> Regularly check in with team to assess staffing and supply levels, and to address any identified issues. Report issues identified to the CCO, when needed.	
<input type="checkbox"/> Ensure ongoing implementation of infection prevention and control measures by all staff.	

**New Hampshire Department of Health and Human Services
COVID-19 Vaccination Aid**



Appendix A - Job Action Sheets

<input type="checkbox"/>	Confirm facility, staff, and patient safety through routine monitoring to ensure adherence to health and life safety measures and make changes (as needed).	
<input type="checkbox"/>	Immediately request 911 services for life threatening emergencies.	
<input type="checkbox"/>	Report injuries or incidents that present a risk to human health and safety to the OIC or CCO if necessary.	
<input type="checkbox"/>	Ensure PPE is worn appropriately throughout the day.	
<input type="checkbox"/>	At the end of each shift:	
	<input type="checkbox"/> Assisting OIC with provide out brief team and follow on leadership.	
	<input type="checkbox"/> Train replacement and participate in debrief conducted by OIC.	
	<input type="checkbox"/> Ensure site is prepared for the following day's operations.	
	<input type="checkbox"/> Ensure all required documentation is completed, collected, and submitted appropriately. Document injury or illness associated with the response by completing an Incident Report.	

Demobilization

<input checked="" type="checkbox"/> TASKS	RESOURCES
<input type="checkbox"/> Ensure all required documentation is completed, collected, and submitted appropriately.	
<input type="checkbox"/> Inventory and repackage response resources (e.g., Strategic National Stockpile (SNS), supplies, equipment, etc.).	
<input type="checkbox"/> Participate in the after action review process to evaluate response operations, document improvement recommendations, and support improvement planning.	



Appendix A - Job Action Sheets

Covid-19 Vaccination Clinic Vaccine Administrative Assistant Job Action Sheet

OVERVIEW	
Relevant Response Facilities:	Drive Through Vaccination Clinics
Responsibilities:	Provide administrative assistance to Vaccinators during drive through vaccination clinics
Position You Report to:	OIC/NCOIC
Positions Reporting to You:	N/A
Recommended Qualifications:	Recommended Training: HIPAA, Privacy Act
Instructions:	<ul style="list-style-type: none"> • Read this entire Job Action Sheet and ensure you understand your assigned tasks. • Review the response-specific organizational chart and identify the individual you are reporting to and the individuals reporting to you (if applicable). • Use this Job Action Sheet as a checklist to ensure all tasks are addressed and completed. • This Job Action Sheet is a guide only. Not all tasks are appropriate for every situation and additional tasks may be necessary. Talk to the individual you report to if you have any questions.

Operations	
<input checked="" type="checkbox"/> TASKS	RESOURCES
<input type="checkbox"/> At the beginning of each shift:	
<input type="checkbox"/> Receive briefing from OIC/NCOIC.	
<input type="checkbox"/> Review schedule for the day and prepare necessary supplies for scheduled appointments.	
<input type="checkbox"/> Review medical standing orders, vaccine information sheets, and incident-specific guidance.	
<input type="checkbox"/> Ensure ongoing implementation of infection prevention and control measures.	
<input type="checkbox"/> Ensure PPE is worn appropriately throughout the day.	
<input type="checkbox"/> During patient encounter:	

New Hampshire Department of Health and Human Services
COVID-19 Vaccination Aid



Appendix A - Job Action Sheets

<input type="checkbox"/>	Record vaccine administration in system.	
<input type="checkbox"/>	Provide the Vaccine FAQ.	
<input type="checkbox"/>	Provide a time card with the time of vaccination printed in large font to be place in the windshield.	
<input type="checkbox"/>	Train replacement and participate in debrief conducted by site leadership.	
<input type="checkbox"/>	At the end of each shift:	
<input type="checkbox"/>	Train replacement and participate in debrief conducted by site leadership.	
<input type="checkbox"/>	Inventory and communicate supply needs to the OIC/NCOIC.	
<input type="checkbox"/>	Ensure all required documentation is completed, collected, and submitted appropriately.	

Demobilization

<input checked="" type="checkbox"/>	TASKS	RESOURCES
<input type="checkbox"/>	Ensure all required documentation is completed, collected, and submitted appropriately.	
<input type="checkbox"/>	Inventory and repackage response resources (e.g., Strategic National Stockpile (SNS), supplies, equipment, etc.).	
<input type="checkbox"/>	Participate in the after action review process to evaluate response operations, document improvement recommendations, and support improvement planning.	



Appendix A - Job Action Sheets

Response Facility Clinical Group Supervisor Job Action Sheet

OVERVIEW	
Relevant Response Facilities:	ACS, NEHC, and POD
Responsibilities:	Oversee Units in the Clinical Group and ensure efficient and safe operations.
Position You Report to:	Response Facility Manager
Positions Reporting to You:	<p>POD Only: Triage Unit Leader, Health Education Unit Leader, Behavioral Health Unit Leader, Screening Unit Leader, Dispensing Unit Leader, and First Aid Unit Leader</p> <p>ACS Only: Triage Unit Leader, Health Education Unit Leader, Behavioral Health Unit Leader, Medical Unit Leader, Pharmacy Unit Leader, and Morgue Unit Leader</p> <p>NEHC Only: Triage Unit Leader, Health Education Unit Leader, Behavioral Health Unit Leader, Observation Unit Leader</p>
Recommended Qualifications:	<p>Training: ICS-100, ICS-200, IS-700</p> <p>Understanding of the RPHEA and response facility operations. Supervisory experience. Licensed clinician (RN, APRN, PA, DO, MD).</p>
Instructions:	<ul style="list-style-type: none"> • Read this entire Job Action Sheet and ensure you understand your assigned tasks. • Review the response-specific organizational chart and identify the individual you are reporting to and the individuals reporting to you (if applicable). • Use this Job Action Sheet as a checklist to ensure all tasks are addressed and completed. • This Job Action Sheet is a guide only. Not all tasks are appropriate for every situation and additional tasks may be necessary. Talk to the individual you report to if you have any questions.

Operations		RESOURCES
<input checked="" type="checkbox"/> TASKS		
<input type="checkbox"/> At the beginning of each shift:		
<input type="checkbox"/> Receive briefing from Response Facility Manager.		
<input type="checkbox"/> Review medical standing orders, vaccine information sheets, and incident-specific guidance.		

**New Hampshire Department of Health and Human Services
COVID-19 Vaccination Aid**



Appendix A - Job Action Sheets

<input type="checkbox"/>	Attend briefing from Response Facility Manager for all staff.	
<input type="checkbox"/>	Regularly check in with Unit Leaders to assess staffing and supply levels, and to address any identified issues. Report issues identified to the Response Facility Manager, when needed.	
<input type="checkbox"/>	Ensure ongoing implementation of infection prevention and control measures by all staff. (Work with: Response Facility Safety Officer, Health and Infection Control Unit, and Safety and Security Unit.)	
<input type="checkbox"/>	Confirm facility, staff, and client safety through routine monitoring to ensure adherence to health and life safety measures and make changes (as needed). (Work with: Response Facility Safety Officer, Facility Officer, and Safety and Security Unit.)	
<input type="checkbox"/>	Address the first aid needs of clients or staff within scope of practice. Immediately request 911 services for life threatening emergencies.	
<input type="checkbox"/>	Report injuries or incidents that present a risk to human health and safety to the Response Facility Safety Officer.	
<input type="checkbox"/>	Provide consultation to clients regarding eligibility to receive medical countermeasures. (Work with: MACE Medical Control/SME.)	
<input type="checkbox"/>	At the end of each shift:	
<input type="checkbox"/>	Screen staff for post-deployment services and, if indicated, either provide services on-site or refer to an off-site medical, occupational, or behavioral health provider. Document injury or illness associated with the response. (Work with: Response Facility Safety Officer, Behavioral Health Unit, and Staff Resources Unit.)	
<input type="checkbox"/>	Train replacement and participate in debrief conducted by Response Facility Manager.	
<input type="checkbox"/>	Return identification (e.g., vest, ID Badge) and sign out of response facility.	
<input type="checkbox"/>	Ensure all required documentation is completed, collected, and submitted appropriately. Document injury or illness associated with the response by completing an Incident Report.	

Demobilization

<input checked="" type="checkbox"/>	TASKS	RESOURCES
<input type="checkbox"/>	Ensure all required documentation is completed, collected, and submitted appropriately.	
<input type="checkbox"/>	Inventory and repackage response resources (e.g., Strategic National Stockpile (SNS), supplies, equipment, etc.).	
<input type="checkbox"/>	Participate in the after action review process to evaluate response operations, document improvement recommendations, and support improvement planning.	



Appendix A - Job Action Sheets

Covid-19 Vaccination Clinic Traffic Control Job Action Sheet

OVERVIEW	
Relevant Response Facilities:	Drive Through Vaccination Clinics
Responsibilities:	Safely & efficiently control the flow of vehicles in and out of the clinic footprint
Position You Report to:	OIC/NCOIC
Positions Reporting to You:	N/A
Recommended Qualifications:	Training:
Instructions:	<ul style="list-style-type: none"> • Read this entire Job Action Sheet and ensure you understand your assigned tasks. • Review the response-specific organizational chart and identify the individual you are reporting to and the individuals reporting to you (if applicable). • Use this Job Action Sheet as a checklist to ensure all tasks are addressed and completed. • This Job Action Sheet is a guide only. Not all tasks are appropriate for every situation and additional tasks may be necessary. Talk to the individual you report to if you have any questions.

Operations		RESOURCES
<input checked="" type="checkbox"/> TASKS		
<input type="checkbox"/> At the beginning of each shift:		
<input type="checkbox"/> Receive briefing from OIC/NCOIC.		
<input type="checkbox"/> Ensure the wear of safety vest.		
<input type="checkbox"/> At the end of each shift:		
<input type="checkbox"/> Monitor the vaccination lines and equally distribute the incoming vehicles.		
<input type="checkbox"/> Provide course correction to avoid traffic building up on the main road.		
<input type="checkbox"/> Act as a runner as needed.		

New Hampshire Department of Health and Human Services
COVID-19 Vaccination Aid



Appendix A - Job Action Sheets

Demobilization

<input checked="" type="checkbox"/> TASKS	RESOURCES
<input type="checkbox"/> Ensure all required documentation is completed, collected, and submitted appropriately.	
<input type="checkbox"/> Inventory and repackage response resources (e.g., Strategic National Stockpile (SNS), supplies, equipment, etc.).	
<input type="checkbox"/> Participate in the after action review process to evaluate response operations, document improvement recommendations, and support improvement planning.	



Appendix A - Job Action Sheets

Covid-19 Vaccination Clinic Parking Attendant Job Action Sheet

OVERVIEW	
Relevant Response Facilities:	Drive Through Vaccination Clinics
Responsibilities:	Safely & efficiently control the flow of vehicles from each vaccination line and assign to vehicle parking slot
Position You Report to:	OIC/NCOIC
Positions Reporting to You:	N/A
Recommended Qualifications:	Training:
Instructions:	<ul style="list-style-type: none"> • Read this entire Job Action Sheet and ensure you understand your assigned tasks. • Review the response-specific organizational chart and identify the individual you are reporting to and the individuals reporting to you (if applicable). • Use this Job Action Sheet as a checklist to ensure all tasks are addressed and completed. • This Job Action Sheet is a guide only. Not all tasks are appropriate for every situation and additional tasks may be necessary. Talk to the individual you report to if you have any questions.

Operations		RESOURCES
<input checked="" type="checkbox"/>	TASKS	
<input type="checkbox"/>	At the beginning of each shift:	
	<input type="checkbox"/> Receive briefing from OIC/NCOIC.	
	<input type="checkbox"/> Ensure the wear of safety vest.	
<input type="checkbox"/>	At the end of each shift:	
	<input type="checkbox"/> Monitor parking lot for open spots.	
	<input type="checkbox"/> Safely assign vehicle to parking lot row.	

**New Hampshire Department of Health and Human Services
COVID-19 Vaccination Aid**



Appendix A - Job Action Sheets

Demobilization	
<input checked="" type="checkbox"/> TASKS	RESOURCES
<input type="checkbox"/> Ensure all required documentation is completed, collected, and submitted appropriately.	
<input type="checkbox"/> Inventory and repackage response resources (e.g., Strategic National Stockpile (SNS), supplies, equipment, etc.).	
<input type="checkbox"/> Participate in the after action review process to evaluate response operations, document improvement recommendations, and support improvement planning.	



Appendix A - Job Action Sheets

Covid-19 Vaccination Clinic Vaccine Observers Job Action Sheet

OVERVIEW

Relevant Response Facilities:	Drive Through Vaccination Clinics
Responsibilities:	Observe vaccine recipients, release after prescribed time and provide life saving measures if necessary.
Position You Report to:	OIC/NCOIC
Positions Reporting to You:	
Recommended Qualifications:	Training:
Instructions:	<ul style="list-style-type: none"> • Read this entire Job Action Sheet and ensure you understand your assigned tasks. • Review the response-specific organizational chart and identify the individual you are reporting to and the individuals reporting to you (if applicable). • Use this Job Action Sheet as a checklist to ensure all tasks are addressed and completed. • This Job Action Sheet is a guide only. Not all tasks are appropriate for every situation and additional tasks may be necessary. Talk to the individual you report to if you have any questions.

Operations

<input checked="" type="checkbox"/> TASKS	RESOURCES
<input type="checkbox"/> At the beginning of each shift:	
<input type="checkbox"/> Receive briefing from OIC/NCOIC.	
<input type="checkbox"/> Review schedule for the day and prepare necessary supplies for scheduled appointments.	
<input type="checkbox"/> Review medical standing orders, vaccine information sheets, and incident-specific guidance.	
<input type="checkbox"/> Ensure ongoing implementation of infection prevention and control measures.	
<input type="checkbox"/> Observe vaccine recipients for the prescribed time.	
<input type="checkbox"/> Ensure the safe and timely release of vaccine recipients following appropriate observation time.	

**New Hampshire Department of Health and Human Services
COVID-19 Vaccination Aid**



Appendix A - Job Action Sheets

<input type="checkbox"/>	Document "Observation Waiver"	
<input type="checkbox"/>	Address the first aid needs of vaccine recipients or staff within scope of practice. Immediately request 911 services for life threatening emergencies.	
<input type="checkbox"/>	Direct driver to the exit at the close of the observation time.	
<input type="checkbox"/>	At the end of each shift:	
	<input type="checkbox"/> Train replacement and participate in debrief conducted by the OIC/NCOIC.	
	<input type="checkbox"/> Return vest and sign out of response facility.	
	<input type="checkbox"/> Ensure all required documentation is completed, collected, and submitted appropriately. Document injury or illness associated with the response by completing an Incident Report.	

Demobilization

<input checked="" type="checkbox"/> TASKS	RESOURCES
<input type="checkbox"/> Ensure all required documentation is completed, collected, and submitted appropriately.	
<input type="checkbox"/> Inventory and repackage response resources (e.g., Strategic National Stockpile (SNS), supplies, equipment, etc.).	
<input type="checkbox"/> Participate in the after action review process to evaluate response operations, document improvement recommendations, and support improvement planning.	



Appendix A - Job Action Sheets

Vaccinator Job Description

Summary: Provide Covid-19 vaccination in a safe and effective manner as part of fixed vaccination sites and as part of mobile vaccination strike teams in New Hampshire

Responsibilities:

- Perform, or assist with performing the various tasks associated with vaccine administration
- Documents all patient care provided in a timely, accurate, and concise manner
- Administered specified medication intramuscular injection and notes proper documentation
- Prepares vaccination for administration according to manufacturer, New Hampshire's Department of Health & Human Services, Food & Drug Administration, and Centers for Disease Control recommendations
- Maintains quality and medication handling standards during admixture, preparation, and transport of vaccine
- Maintained awareness of medication storage guidelines, including cold chain considerations
- Communicates any recognized variations in handling and storage procedure to supervisor
- Seeks validation of knowledge base, skill level, and decision making as necessary
- Assertively seeks guidance in areas of question
- Demonstrates awareness of legal issues in all aspects of patient care and departmental functioning. Strives to manage situations in a manner which minimizes risk to the patient and the institution
- Demonstrates an awareness of self-responsibility for own professional practice
- Demonstrates appropriate delegation of tasks and duties in the direction and coordination of health care team members, patient care and department activities
- Demonstrates effective communication methods and skills, utilizing appropriate reporting structures
- Formulates positive working relationships with all patients, co-workers, community members, and the New Hampshire National Guard



Appendix A - Job Action Sheets

Skill: Requires skills in intramuscular medication administration.

Knowledge: Requires logical or scientific expertise to resolve problems of a specialized or professional nature in a wide range of applications

Impact: Requires responsibility for ensuring a smooth vaccine administration clinic while focusing on attention to detail in identifying patients who are eligible to receive the Covid-19 vaccine.

Supervision: Reports to site or mobile team supervisor. Responsible for overseeing the non-clinical vaccinator assistant positions.

Working Conditions: Requires performing regular job functions in an outside environment during all four seasons. Requires lengthy periods of standing and walking. Job functions may also be executed inside buildings in a controlled environment.

Physical Demands: Requires ability to lift up to 50 lbs. Walking, sitting, and standing for lengthy periods will be required.

Communication: Requires communicating with the general population regarding the vaccine administration process, identifying patients who should not receive the vaccine based on contraindications provided from the manufacturer, and communicating risks and side effects to the patients.

Complexity: Requires evaluating patients for eligibility for the vaccine.

Independent Action: Requires independent decision making relative to eligibility for the vaccine, identifying adverse effects to the vaccine, and when to implement standing protocols for medication administration.

Minimum Qualifications:

Education: High School degree or equivalent required. Associate degree preferred. Healthcare credentialing approved for vaccine administration.

Experience: One year experience in medication administration preferred. A minimum of 6 months of patient care experience is required.

License/Certification: EMT, Advanced EMT, Paramedic, LNA, Registered Nurse.

Recommended work traits:

Organizational and customer service skills required. Excellent written and verbal skills are required. Must be able to demonstrate knowledge of standard personal protective equipment (PPE) donning and doffing.

Disclaimer Statement: This job classification description represents general duties and is not intended to list every specific function of this class title.