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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4517 1-800-852-3345 Ext. 4517  
Fax: 603-271-4519 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

Sole Source

August 14, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Protection, Environmental Health Section, Childhood Lead Poisoning Prevention Program, to enter into a **sole source** agreement with the Manchester Health Department, (Vendor #177433-B009), 1528 Elm Street, Manchester, NH 03101, in an amount not to exceed \$62,959, to provide community based childhood lead poisoning case management and prevention activities in the greater Manchester Public Health Region, to be effective September 4, 2013 or the date of Governor and Council approval, whichever is later, through August 31, 2015.

*100% Other Funds Childhood Lead Revolving Fund*

Funds to support this request are available in the following account for SFY 2014, SFY 2015 and anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-901510-5698, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS; DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD POISONING PREVENTION FUND

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2014	102-500731	Contracts for Program Services	90037002	\$25,608.00
SFY 2015	102-500731	Contracts for Program Services	90037002	\$31,969.00
SFY 2016	102-500731	Contracts for Program Services	90037002	\$5,382.00
			Sub-Total	\$62,959.00
			<b>Total</b>	<b>\$62,959.00</b>

**EXPLANATION**

This is a **sole source** agreement with the Manchester Health Department because of the high percentage of lead poisonings in Manchester (40% of all cases in the state) and the contractor's established experience with case management and providing technical assistance to families and medical systems for lead poisoning. The Manchester Health Department will provide community based lead poisoning care coordination to families with children living in Manchester who have elevated blood lead levels.

Manchester is designated as a highest-risk area due to an increased prevalence of risk factors for lead poisoning. Community based childhood lead poisoning case management helps to ensure that any child with an

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and the Honorable Council

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elevated blood lead screening or positive test result receives timely, appropriate, comprehensive, and coordinated medical and environmental follow-up, resulting in decreased blood lead levels. These services include ensuring children receive timely monitoring of their blood lead, treatment coordination, referrals, data collection, provision of health information and counseling on how to maintain lead safe housing. Services through this agreement will be provided to a minimum of 100 children under or equal to the age of six. The Manchester Health Department will also assist with prevention activities, including technical assistance, to families and property owners to create and maintain lead-safe housing.

These services were contracted previously with this agency in SFY 2012, SFY 2013 and SFY 2014 in the amount of \$87,878. This represents a decrease of \$24,919.00 in SFY 2014 and SFY 2015. This decrease is due to limitations on available funding.

Should Governor and Executive Council not authorize this Request, approximately 100 children residing in the greater Manchester Public Health Region age six and under with elevated blood lead levels will not receive lead poisoning case management services.

The following performance measures will be used to measure the effectiveness of this agreement.

- Provide case management services to a minimum of 100 children throughout the contract period, including education, facilitation/referral for lead remediation, and medical consult.
- Increase timely follow-up venous blood lead testing of children under or equal to age six receiving lead poisoning case management.
  - If initial venous blood lead level was 10-19  $\mu\text{g}/\text{dL}$ , follow-up venous blood lead level is performed within three months;
  - If initial venous blood lead level was 20-39  $\mu\text{g}/\text{dL}$ , follow-up venous blood lead level every one-two months is performed until  $<20 \mu\text{g}/\text{dL}$ .

Areas served: The City of Manchester and surrounding towns.

Source of Funds: is 100% Other Funds Childhood Lead Revolving Fund; Fees and Fines collected in-line with the provisions of lead paint poisoning prevention and control program.

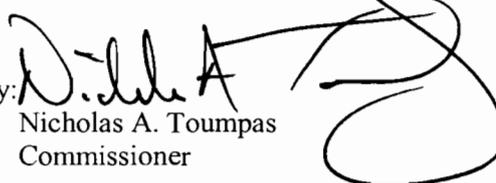
In the event that the <sup>Other</sup>~~Federal~~ Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

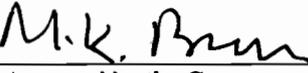
Subject: Childhood Lead Poisoning Case Management

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Manchester Health Department		<b>1.4 Contractor Address</b> 1528 Elm Street Manchester, NH 03101	
<b>1.5 Contractor Phone Number</b> 603-624-6466	<b>1.6 Account Number</b> 05-95-90-901510-5698-102-500731	<b>1.7 Completion Date</b> August 31, 2015	<b>1.8 Price Limitation</b> \$62,959
<b>1.9 Contracting Officer for State Agency</b> Lisa L. Bujno, MSN, APRN Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Ted Gatsas, Mayor	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>8/12/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 		VICTORIA L. FERRARO, Notary Public My Commission Expires April 28, 2015	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Victoria Ferraro Constituent Service Rep.			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Lisa L. Bujno, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: <u>8/14/13</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: J. G.  
Date: 8/12/13

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: J.G.  
Date: 8/24/13

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

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

Contractor Initials                       
Date: 8/2/13

**NH Department of Health and Human Services**

**Exhibit A**

**Scope of Services**

**Childhood Lead Poisoning Case Management**

**CONTRACT PERIOD:** September 1, 2013 or date of G&C approval, whichever is later, through August 31, 2015.

**CONTRACTOR NAME:** Manchester Health Department

**ADDRESS:** 1528 Elm Street  
Manchester, NH 03101

**Community Health Supervisor::** Susan Myers, RN, MEd  
**TELEPHONE:** (603) 628-6003 Ext. 335

The Contractor shall provide childhood lead poisoning case management services as specified below.

**I. General Provisions**

**A. Eligibility and Income Determination**

Families living in Manchester with children with elevated blood lead levels are eligible for childhood lead poisoning case management services.

**B. Numbers Served**

Services are to be provided to a minimum of 100 individuals throughout the contract term.

**C. Culturally and Linguistically Appropriate Standards of Care**

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
4. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

**D. State and Federal Laws**

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 300, effective 01/05.
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130:A, Lead Paint Poisoning and Control.

**E. Relevant Policies and Guidelines**

Case management services shall be provided in accordance with the Childhood Lead Poisoning Prevention Program (CLPPP) case management protocols and the New Hampshire Childhood Lead Poisoning Screening and Management Guidelines.

**F. Publications Funded Under Contract**

1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C1 (5).

**G. Subcontractors**

If services required to comply with this exhibit are provided by a subcontracted agency or provider, the DPHS, Bureau of Public Health Protection, CLPPP must be notified in writing prior to initiation of the subcontract. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

**II. Minimal Standards of Core Services**

***Service Requirements***

The Contractor shall submit to the CLPPP, within 30 days of the end of each month, an electronic listing of new and on-going cases for whom case management services have been provided. At a minimum, the list shall contain for each new identified case of lead poisoning: name, date of birth, address, race/ethnicity, date of nursing assessment home visit, Medicaid enrollment status, date of referral for environmental inspection, dates of chelation treatment if known, chelating agent if known,

Contractor Initials:           JG            
Date:           8/12/13

and any other pertinent diagnostic testing results. Reports shall be made utilizing Microsoft Excel Software in an electronic format.

1. Maintain, on a monthly basis, a list of existing cases for whom care coordination has been provided, including those cases which have been closed or discharged, including reason for closure or discharge. Copies of these lists shall be provided to the CLPPP upon request.
2. The Contractor shall provide quarterly narratives of all lead poisoning prevention program activities, including a report of the current status of all individuals receiving case management services, program successes, unmet needs, emerging problems or opportunities and recommendations to improve program performance. Reports shall be submitted within 30 days after the end of each quarter of the fiscal year.
3. Make referrals to the CLPPP for environmental investigation by fax within two working days of a contact with the provider of a child with a confirmed blood lead level of 10 µg/dL or greater.
4. In the case of an emergent need to relocate a family receiving case management services due to concerns about the current housing, the Contractor shall contact the CLPPP before making arrangements or recommendations for the family to be relocated.
5. The Contractor shall maintain a local advisory group to address lead poisoning prevention. Meetings of this group shall be held, at a minimum, on a quarterly basis.

**Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DPHS, CLPPP prior to initiating any research related to this contract.**

## **B. Staffing Provisions**

### **1. New Hires**

The Contractor shall notify the CLPPP in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

### **2. Vacancies**

The Contractor must notify the CLPPP in writing if the position of public health nurse is vacant for more than three months. This may be done through a budget revision. In addition, the CLPPP must be notified in writing if at any time any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

### **3. Staff employed or subcontracted by the Contractor shall meet the following:**

- a) Registered Nurse (RN), or Licensed Practical Nurse (LPN) under the direction of an RN, is preferred; or a certified Medical Assistant (MA) under the direction of a licensed physician;
- b) Have 2 years' experience working with families in a health care support capacity;
- c) Work in coordination with a licensed multidisciplinary team, including but not limited to physicians, and/or other licensed health care professionals; and



2. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff List forms must be completed according to the relevant instructions and submitted as requested by DPHS and, at minimum, by April 30 of each year.
3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

**C. On-Site Reviews**

1. The Contractor shall allow a team or person authorized by the DPHS, CLPPP to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include client record reviews to measure compliance with this Exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
4. On-Site reviews may be waived or abbreviated at the discretion of the DPHS, CLPPP.

**NH Department of Health and Human Services**

**Exhibit B**

**Purchase of Services  
Contract Price**

*Childhood Lead Poisoning Case Management*

**CONTRACT PERIOD: September 1, 2013 or date of G&C approval, whichever is later, through August 31, 2015**

**CONTRACTOR NAME: Manchester Health Department**

**ADDRESS: 1528 Elm Street  
Manchester, New Hampshire 03101**

**Community Health Supervisor: Susan Myers, RN, MEd  
TELEPHONE: 603-628-6003 Ext. 335**

Vendor #177433-B009                      Job #90037002                      Appropriation #05-95-90-56980000-5698-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$62,959.00 for childhood lead poisoning case management funded from 100% other funds Childhood Lead Revolving Fund; Fees and Fines collected in-line with the provisions of lead paint poisoning prevention and control program.

**TOTAL: \$62,959.00**

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

Contractor Initials: J.G.  
Date: 8/12/13



NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;



responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

**12.1 Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

**12.2 Final Report:** A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole 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.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

**Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

**Insurance Requirement for (2)** - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

**Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:**

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$275,000 per claim and \$925,000 per occurrence and excess, and.

17. **Renewal:**

This Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. **Authority to Adjust**

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Sources, to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

The remainder of this page is intentionally left blank.

**18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

Contractor Initials: JG.  
Date: 8/12/13

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials: JG  
Date: 8/12/13

**NH Department of Health and Human Services**

**Standard Exhibit D**

**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 to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

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

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and

- (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;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
    - (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
    - (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;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

**Manchester Health Department From: 10/1/2013 or date of G&C Approval, whichever is later To: 8/31/2015**  
**Contractor Name** **Period Covered by this Certification**

Theodore Gatsas, Mayor  
 \_\_\_\_\_  
**Name and Title of Authorized Contractor Representative**  
  
 \_\_\_\_\_  
**Contractor Representative Signature** **Date** 8/12/13

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

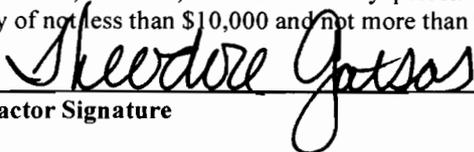
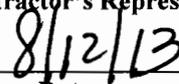
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under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

Contract Period: 10/1/2013 or date of G&C Approval, whichever is later, through 8/31/2015

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

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

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

	Mayor
<b>Contractor Signature</b>	<b>Contractor's Representative Title</b>
Manchester Health Department	
<b>Contractor Name</b>	<b>Date</b>

NH Department of Health and Human Services

## Standard Exhibit F

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

#### Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction 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 Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

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

**PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
  - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. 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.
2. 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**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

<p><i>Theodore Gatsas</i></p> <hr/> <p>Contractor Signature</p>	<p>Mayor</p> <hr/> <p>Contractor's Representative Title</p>
<p><b>Manchester Health Department</b></p> <hr/> <p>Contractor Name</p>	<p>8/12/2013</p> <hr/> <p>Date</p>

**NH Department of Health and Human Services**

**Standard Exhibit G**

**CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

*Sheetrock Gattuso* Mayor  
\_\_\_\_\_  
Contractor Signature Contractor's Representative Title

Manchester Health Department  
\_\_\_\_\_  
Contractor Name Date *8/12/13*

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

  
Contractor Signature

Mayor  
Contractor's Representative Title

Manchester Health Department  
Contractor Name

8/12/13  
Date

NH Department of Health and Human Services

STANDARD EXHIBIT I  
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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

Contractor Initials: JG.  
 Date: 8/12/13

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

In addition to standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: J.G.  
Date: 8/12/13

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

DIVISION OF PUBLIC HEALTH SERVICES

MANCHESTER HEALTH DEPARTMENT

The State Agency Name

Name of Contractor



Signature of Authorized Representative



Signature of Authorized Representative

LISA L. BUJNO, MSN, APR N

Theodore Gatsas

Name of Authorized Representative

Name of Authorized Representative

BUREAU CHIEF

Mayor

Title of Authorized Representative

Title of Authorized Representative

8/19/13

Date

8/12/13

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND  
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award 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 identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. 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 Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

  
(Contractor Representative Signature)

 Theodore Gatsas, Mayor  
(Authorized Contractor Representative Name & Title)

Manchester Health Department  
(Contractor Name)

 8/12/13  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:  790913636

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, 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 Initials: J. G.  
Date: 8/12/13

CERTIFICATE OF VOTE

I, Matthew Normand, do hereby certify that:  
(Name of the City Clerk of the Municipality)

1. I am duly elected City Clerk of the City of Manchester
2. The following is a true copy of an action duly adopted at a meeting of the Board of Mayor and Aldermen duly held on August 6, 2013,

RESOLVED: That this Municipality enter into a contract with the State of New Hampshire, acting through its Division of Public Health Services of the Department of Health and Human Services – Childhood Lead Poisoning Case Management.

RESOLVED: That Theodore Gatsas,  
(Mayor of the City of Manchester)

hereby is authorized on behalf of this municipality to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. The foregoing action on has not been amended or revoked and remains in full force and effect as of August 12<sup>th</sup>, 2013.
4. Theodore Gatsas (is/are) the duly elected Mayor of the City of Manchester.

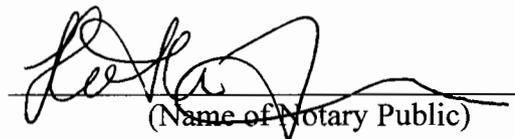
  
(Signature of the Clerk of the Municipality)

State of New Hampshire  
County of Hillsborough

The foregoing instrument was acknowledge before me this 12<sup>th</sup> day of

August, 2013 by Matthew Normand.  
(Name of Person Signing Above)

(NOTARY  
SEAL)

  
(Name of Notary Public)

Title: Notary Public/Justice of the Peace  
Commission Expires: HEATHER FREEMAN, Notary Public  
~~My Commission Expires~~ September 23, 2014



**City of Manchester  
Office of Risk Management**

Harry G. Ntapalis  
Risk Manager

One City Hall Plaza  
Manchester, New Hampshire 03101  
(603) 624-6503 Fax (603) 624-6528  
TTY: 1-800-735-2964

**CERTIFICATE OF COVERAGE**

New Hampshire Department of Health and Human Services  
Division of Public Health Services  
29 Haven Drive  
Concord, New Hampshire 03301

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

**DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD**

For State Grant on Childhood Lead Poisoning Case Management and Healthy Homes Activities.

Issued the 29th day of July, 2013.

Safety Coordinator



**REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A  
DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND ON  
INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB  
CIRCULAR A-133 AND ON THE SCHEDULE OF EXPENDITURES OF  
FEDERAL AWARDS**

To the Honorable Board of Mayor and Aldermen  
City of Manchester, New Hampshire

**Compliance:** We have audited the City of Manchester, New Hampshire's (the "City") compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City of Manchester, New Hampshire's major federal programs for the year ended June 30, 2012. The City of Manchester, New Hampshire's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of the City of Manchester, New Hampshire's management. Our responsibility is to express an opinion on the City of Manchester, New Hampshire's compliance based on our audit.

The City of Manchester, New Hampshire's basic financial statements include the operations of the Manchester Transit Authority and the Manchester School District Component units of the City, which received \$25,166,902 in federal awards which is not included in the schedule during the year ended June 30, 2012. Our audit described below, did not include the operations of the Manchester Transit Authority and the Manchester School District as these component units engaged other auditors to perform audits in accordance with OMB Circular A-133.

In addition, the City's basic financial statements include the operations of the City of Manchester Employees' Contributory Retirement System, a component unit of the City. Our audit described below, did not include this component unit because it was not required to be audited in accordance with OMB Circular A-133.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City of Manchester, New Hampshire's compliance with those requirements and performing such other procedures as

we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the City of Manchester, New Hampshire's compliance with those requirements.

In our opinion, the City of Manchester, New Hampshire complied, in all material respects, with the requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2012.

***Internal Control Over Compliance:*** Management of the City of Manchester, New Hampshire is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered the City of Manchester, New Hampshire's internal control over compliance with requirements that could have a direct and material effect on a major federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City of Manchester, New Hampshire's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

***Schedule of Expenditures of Federal Awards:*** We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Manchester, New Hampshire as of and for the year ended June 30, 2012, and have issued our report thereon dated March 27, 2013, which contained an unqualified opinion on those financial statements. Our report was modified to include a reference to other auditors. Our audit and the audit of other auditors were conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial

statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

This report is intended solely for the information and use of the Board of Mayor and Aldermen, the management of the City of Manchester, New Hampshire and federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*McGladrey LLP*

New Haven, Connecticut  
March 27, 2013

CITY OF MANCHESTER, NEW HAMPSHIRE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
For the Year Ended June 30, 2012

Federal Grantor Pass-Through Grantor Program Title	Catalog of Federal Domestic Assistance Number	Federal Expenditures
<b>Department of Health and Human Services:</b>		
<b>Direct Programs:</b>		
Consolidated Health Centers	93.224	\$ 582,551
<b>Passed Through the State of New Hampshire Department of Health and Human Services:</b>		
<b>Immunization Cluster:</b>		
Childhood Immunization Grants	93.268	102,349
<b>Total Immunization Cluster</b>		<u>102,349</u>
Medical Reserve Corps Small Grant Program	93.008	2,224
Public Health Emergency Preparedness	93.069	7,648
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116	33,895
Acquired Immunodeficiency Syndrome (AIDS) Activity	93.118	122
Childhood Lead Poisoning Prevention Projects - State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children	93.197	43,225
Centers for Disease Control & Prevention-Investigation and Technical Assistance	93.283	430,783
Refugee and Entrant Assistance - Discretionary Grants	93.576	14,443
ARRA-Grants to Health Center Programs	93.703	40,858
Preventative Health Services-Sexually Transmitted Diseases Control Grants	93.977	574
Preventative Health & Health Services Block Grant	93.991	43,162
		<u>719,283</u>
<b>Total Department of Health and Human Services</b>		<u>1,301,834</u>
<b>Department of Justice:</b>		
<b>Direct Programs:</b>		
Juvenile Justice and Delinquency Prevention	16.540	72,072
The Community - Defined Solutions to Violence Against Women Grant Program	16.590	62,839
ARRA-Public Safety Partnership & Community Policing Grants	16.710	987,184
Equitable Sharing Program	16.922	593,396
<b>JAG Program Cluster:</b>		
Edward Byrne Memorial Justice Assistance Grant Program	16.738	312,967
ARRA-Edward Byrne Memorial Justice Assistance Grant Program/ Grants to Unite Local Governments	16.804	206,489
<b>Total JAG Program Cluster</b>		<u>519,456</u>
		<u>2,234,947</u>
<b>Passed Through State of New Hampshire Office of the Attorney General:</b>		
Sexual Assault Services Formula Program	16.017	190,475
ARRA-Violence Against Women Formula Grants	16.588	101,763
Enforcing Underage Drinking Laws Program	16.727	24,981
		<u>317,219</u>
<b>Total Department of Justice</b>		<u>2,552,166</u>

See Notes to Schedule.

(Continued)

CITY OF MANCHESTER, NEW HAMPSHIRE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS, Continued  
For the Year Ended June 30, 2012

Federal Grantor Pass-Through Grantor Program Title	Catalog of Federal Domestic Assistance Number	Federal Expenditures
<b>Department of Homeland Security:</b>		
<b>Direct Programs:</b>		
Hazard Mitigation Grant	97.039	107,892
Assistance to Firefighters Grant	97.044	1,509
Emergency Operations Center	97.052	72,390
		<u>181,791</u>
<b>Passed Through State of New Hampshire Department of Safety:</b>		
Emergency Management Performance Grants	97.042	78,608
Homeland Security Grant Program	97.067	1,447
Buffer Zone Protection Program	97.078	34,559
State Homeland Security Program (SHSP)	97.073	150,054
		<u>264,668</u>
<b>Total Department of Homeland Security</b>		<u>446,459</u>
<b>Department of Transportation:</b>		
<b>Direct Programs:</b>		
Airport Improvement Program	20.106	6,041,536
<b>Passed Through State of New Hampshire Department of Transportation:</b>		
<b>Highway Planning and Construction Cluster:</b>		
Highway Planning & Construction	20.205	1,305,840
Recreational Trails Program	20.219	41,497
<b>Total Highway Planning and Construction Cluster</b>		<u>1,347,337</u>
State and Community Highway Safety	20.600	37,210
Alcohol Impaired Driving Countermeasures	20.601	29,942
		<u>1,414,489</u>
<b>Total Department of Transportation</b>		<u>7,456,025</u>
<b>Department of Housing and Urban Development:</b>		
<b>Direct Programs:</b>		
<b>Community Development Block Grant Cluster:</b>		
Community Development Block Grants/Entitlement Grants	14.218	1,905,768
<b>State-Administered Community Development Block Grant Cluster:</b>		
Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii	14.228	1,261,672
HOME Investment Partnerships Program	14.239	525,854
Emergency Shelter Grant Program	14.231	98,385
ARRA-Homeless Prevention & Rapid Re-Housing	14.257	151,543
Lead Hazard Reduction Demonstration Grant Program	14.905	772,247
<b>Total Department of Housing and Urban Development</b>		<u>4,715,469</u>

See Notes to Schedule.

(Continued)

CITY OF MANCHESTER, NEW HAMPSHIRE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS, Continued  
For the Year Ended June 30, 2012

Federal Grantor Pass-Through Grantor Program Title	Catalog of Federal Domestic Assistance Number	Federal Expenditures
<b>Department of Economic Development Agency:</b>		
<b>Direct Programs:</b>		
Economic Development Technical Assistance	11.303	<u>11,920</u>
<b>Environmental Protection Agency:</b>		
<b>Direct Programs:</b>		
Healthy Communities Grant Program	66.110	13,853
Congressionally Mandated Projects	66.202	54,250
Capitalization Grants for Clean Water State Revolving Funds	66.458	64,876
Nonpoint Source Implementation Grants	66.460	69,029
ARRA-Superfund State, Political Subdivision, and Indian Tribe Site-Specific Cooperative Agreements	66.802	81,000
Brownfields Training, Research, and Technical Assistance Grants	66.818	<u>181,485</u>
<b>Total Environmental Protection Agency</b>		<u><u>464,493</u></u>
<b>Department of Energy:</b>		
<b>Direct Programs:</b>		
ARRA-Energy Efficiency and Conservation Block Grant Program (EECBG)	81.128	<u>345,762</u>
<b>Total Expenditures of Federal Awards</b>		<u><u>\$ 17,294,128</u></u>

See Notes to Schedule.

*Timothy M. Soucy, MPH, REHS*  
*Public Health Director*

*Anna J. Thomas, MPH*  
*Deputy Public Health Director*



**BOARD OF HEALTH**  
*Rosemary M. Caron, PhD, MPH*  
*Robert A. Duhaime, RN, MBA, MSN, Chair*  
*Fernando Ferrucci, MD, Clerk*  
*Elaine M. Michaud, Esq.*  
*Christopher N. Skaperdas, DMD*

**CITY OF MANCHESTER**  
*Health Department*

**MISSION STATEMENT**

To improve the health of individuals, families, and the community through disease prevention, health promotion, and protection from environmental threats.

**VISION STATEMENT**

To be a healthy community where the public can enjoy a high quality of health in a clean environment, enjoy protection from public health threats, and can access high quality health care.

*Timothy M. Soucy, MPH, REHS*  
*Public Health Director*

*Anna J. Thomas, MPH*  
*Deputy Public Health Director*



**BOARD OF HEALTH**  
*Rosemary M. Caron, PhD, MPH*  
*Robert A. Duhaime, RN, MBA, MSN, Chair*  
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*Elaine M. Michaud, Esq.*  
*Christopher N. Skaperdas, DMD*

**CITY OF MANCHESTER**  
*Health Department*

**BOARD OF HEALTH MEMBERS:**

Members: Rosemary M. Caron, PhD, MPH

Robert A. Duhaime, RN, MBA, MSN  
Chair

Fernando Ferrucci, MD  
Clerk

Elaine M. Michaud, Esquire

Christopher N. Skaperdas, DMD

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services  
Division of Public Health Services

Agency Name: Manchester Health Department

Name of Bureau/Section: Bureau of Public Health Protection, Environmental Health Section, Childhood Lead Poisoning Prevention Program

BUDGET PERIOD:	SFY 2014	September 4, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Timothy Soucy, Public Health Director	\$131,806	0.00%	\$0.00
Anna Thomas, Deputy Public Health Director	\$106,678	0.00%	\$0.00
Susan Myers, Community Health Supervisor	\$90,463	0.00%	\$0.00
Suzanne Rouleau, Community Health Nurse	\$61,110	32.04%	\$19,582.00
			\$0.00
			\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$19,582.00</b>

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Timothy Soucy, Public Health Director	\$137,118	0.00%	\$0.00
Anna Thomas, Deputy Public Health Director	\$110,977	0.00%	\$0.00
Susan Myers, Community Health Supervisor	\$94,108	0.00%	\$0.00
Suzanne Rouleau, Community Health Nurse	\$63,244	38.75%	\$24,507.00
			\$0.00
			\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$24,507.00</b>

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services  
Division of Public Health Services

Agency Name: Manchester Health Department

Name of Bureau/Section: Bureau of Public Health Protection, Environmental Health Section, Childhood Lead Poisoning Prevention Program

<b>BUDGET PERIOD:</b>		<b>SFY 2016</b>	<b>July 1, 2015-</b>	<b>31-Aug-15</b>
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary Of Key Administrative Personnel</b>	<b>Percentage of Salary Paid By Contract</b>	<b>Total Salary</b>	<b>Amount Paid By Contract</b>
Timothy Soucy, Public Health Director	\$141,231	0.00%	\$0.00	\$0.00
Anna Thomas, Deputy Public Health Director	\$112,087	0.00%	\$0.00	\$0.00
Susan Myers, Community Health Supervisor	\$95,049	0.00%	\$0.00	\$0.00
Suzanne Rouleau, Community Health Nurse	\$64,209	6.71%	\$4,306.00	\$0.00
			\$0.00	\$0.00
	\$0	0.00%	\$0.00	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$4,306.00</b>	<b>\$4,306.00</b>

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel MUST be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

# TIMOTHY M. SOUCY, MPH, REHS

## SUMMARY OF QUALIFICATIONS

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- 22-Year Manchester Health Department Employee, 18-Year Senior Manager
- Recognized Public Health Leader in City of Manchester and State of New Hampshire
- Experienced in Managing Employees and Budgets
- Lifelong Manchester, New Hampshire Resident

## EDUCATION

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- Master of Public Health Degree May 1998 Boston University School of Public Health, Boston, Massachusetts  
Concentration: Environmental Health
- Bachelor of Science Degree May 1989 University of Vermont, Burlington, Vermont  
Major: Biology

## PROFESSIONAL PUBLIC HEALTH EXPERIENCE

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### 02/90 – Present: Manchester Health Department

#### 12/06 – Present: Public Health Director

As the Chief Administrative Officer provides administrative oversight to all operations and activities of the Manchester Health Department including exclusive personnel responsibility, supervisory authority and budgetary authority. The Manchester Health Department routinely assesses the health of the community and recommends appropriate policies, ordinances and programs to improve the health of the community. The Department investigates and controls communicable diseases, completes environmental inspections and investigations necessary to protect the public health and is also responsible for the provision of school health services for Manchester school children. The Public Health Director also serves as the Executive Director of the Health Care for the Homeless Program (330-h) and has overseen the AmeriCorps VISTA Program and Weed & Seed Strategy.

#### 11/02 – 06/06: Public Health Preparedness Administrator

Carried out all functions of Chief of Environmental Health. In addition, planned, directed and supervised all activities to assure local readiness, interagency collaboration, and preparedness for bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies. Secured over two million dollars (\$2,000,000) in federal public health preparedness funding for the City of Manchester since 2002. Experienced in Manchester Emergency Operations Center (EOC) operations.

#### 08/94 – 11/02: Chief, Division of Environmental Health

Planned, directed and supervised all environmental health activities carried out within the City of Manchester. Evaluated and recommended public health standards, ordinances and legislation. Advised governmental leaders, community representatives, and the general public on environmental health issues. Planned and conducted professional public health training programs. Coordinated epidemiological investigations for specific disease outbreaks. Supervised division staff and evaluated personnel performance.

#### 02/90 - 08/94: Environmental Health Specialist / Sanitarian

Performed duties related to a comprehensive environmental health program, including, but not limited to inspection of food service facilities, investigation of foodborne illnesses, inspection of institutional facilities, swimming pool inspections, indoor air quality investigations, inspections of septic systems, investigation of public health nuisances, and investigation of childhood lead poisoning cases.

## PROFESSIONAL CERTIFICATIONS

- Registered Environmental Health Specialist, National Environmental Health Association, Number 85241 (Inactive)
- Designer of Subsurface Sewage Disposal Systems, State of New Hampshire, Permit number 1273 (Active)
- ServSafe Food Protection Manager Certification Course, National Restaurant Association, 1998 (Inactive)

## PROFESSIONAL ORGANIZATIONS

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- Member, National Association of County & City Health Officials (NACCHO)
- Member, American Public Health Association (APHA)
- Member, National Environmental Health Association, (NEHA)
- Member, New Hampshire Public Health Association (NHPHA)
- Member, New Hampshire Health Officer Association (NHHOA)

## HONORS AND RECOGNITIONS

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- Appointee, New Hampshire Health Exchange Advisory Board, 2012
- Poster Session, NACCHO Annual Conference, 2010
- Presenter, NALBOH Annual Conference, 2009
- Presented with Key to the City, Honorable Mayor Frank C Guinta, 2009
- Appointee, Survive & Thrive Workgroup, National Association of County & City Health Officials 2009 – Present
- Fellow, Survive & Thrive, National Association of County & City Health Officials 2008 – 2009
- Guest Lecturer, University of New Hampshire, MPH, MPA and Undergraduate Programs 2006- Present
- Associate, Leadership New Hampshire, Class of 2005
- 40 Under Forty, The Union Leader & Business and Industry Association of New Hampshire, Class of 2004
- Appointee, Legislative Study Committee for Public Health and the Environment, 2000-2003
- Inductee, Delta Omega, Public Health Honor Society, Boston University School of Public Health 1998

## CONTINUING EDUCATION

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- Reasonable Suspicion Supervisory Training, City of Manchester Human Resources, 2010
- New Hampshire Department of Environmental Services, Subsurface Bureau Educational Seminars, 2010
- Survive & Thrive, National Association of County & City Health Officials, 2009
- ICS 300, MGT 313, Incident Management/Unified Command, Texas A&M, 2008
- MGT -100 WMD Incident Management/Unified Command Concept, Texas A&M, 2008
- ICS 100, ICS 200, US Department of Homeland Security, 2008
- Bi-State Primary Care Association, Primary Care Conference, 2007
- Public Health Preparedness Summit, National Association of City & County Health Officials, 2006
- National Incident Management Systems (NIMS), US Department of Homeland Security, 2005
- Healthcare Leadership & Administrative Decision-Making in Response to Weapons of Mass Destruction (WMD) Incidents US Federal Emergency Management Agency, 2004
- Forensic Epidemiology, US Department of Justice & US Centers for Disease Control & Prevention, 2003
- BioDefense Mobilization Conference, University of Washington, School of Public Health, 2002
- Emergency Response to Domestic Biological Incidents, US Department of Justice & LSU, 2001
- Financial Skills for Non-Financial Managers, University of New Hampshire, 2001
- National Environmental Health Association Annual Education Conference, NEHA, 2000
- Management Perspectives for Public Health Practitioners, US Centers for Disease Control & Prevention, 2000
- Investigating Foodborne Illnesses, US Food & Drug Administration, 1999
- Environmental Health Risks to Children, US Environmental Protection Agency, 1998
- Food Microbiological Control, US Food & Drug Administration, 1998
- Computer Assisted Modeling for Emergency Operations (CAMEO), Harvard School of Public Health, 1997
- Local Radon Coordinators Network Training, National Association of City & County Health Officials, 1996
- Introduction to Indoor Air Quality, US Environmental Protection Agency & Harvard University, 1995
- Hazard Analysis & Critical Control Point (HACCP), US Food & Drug Administration, 1995
- Safety Measurement, Bloodborne Pathogens, Confined Space Entry, University of New Hampshire, 1994
- Environmental Health Sciences, US Centers for Disease Control & Prevention, 1992
- Field Description of Soils, University of New Hampshire, 1992
- Kentucky Lead Training Workshop, Jefferson County Health Department, 1991
- Foodborne Disease Control, US Centers for Disease Control & Prevention, 1991
- Lead Paint Inspectors Course, PCG PRO-Tech Services, Massachusetts, 1990

## **COMMUNITY ACTIVITIES**

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- Member, Board of Directors, Families in Transition, Housing Benefits, Inc., 2010 – Present
- Member, Board of Directors, Mental Health Center of Greater Manchester, 2008 – Present (Board Chair 2012 – Present)
- Leadership Greater Manchester Steering Committee, Greater Manchester Chamber of Commerce, 2008 – Present
- Volunteer, Dance Visions Network, 2007 - Present
- Member, Seniors Count Collaborating Council, Easter Seals of New Hampshire, 2006 - Present
- Member, Board of Directors, New Horizons for New Hampshire, 2004 – 2010 (Board President 2007-2009)
- Coach, Parker Varney Girls Basketball Team, 2004-2005
- Assistant Coach, Rising Stars Recreation Soccer League, 2002
- Assistant Coach, Manchester Angels Recreation Soccer League, 2001-2003
- Member, Advisory Council, Endowment for Health, Inc. 2000-2003
- Assistant Coach, Manchester West Junior Soccer League, 2000-2003
- Assistant Coach, Manchester West Junior Deb Softball League, 2000
- Member, Allocations Committee, United Way of Greater Manchester, 1998-2003
- Health Department Campaign Coordinator, Granite United Way, 1996, 2008 - 2012

## **CITY OF MANCHESTER ACTIVITIES**

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- Appointee, City of Manchester Labor / Management Committee, 2011 – Present
- Appointee, City of Manchester Local Emergency Planning Committee, 2011 – Present
- Appointee, City of Manchester Refugee and Immigrant Integration Task Force, 2010 - Present
- Appointee, City of Manchester 10-Year Plan to End Homelessness, 2010 - Present
- Appointee, City of Manchester Quality Council, 2008 – Present
- Appointee, City of Manchester AFSCME Sick Leave Bank, 2006- Present

1528 Elm Street, Manchester, New Hampshire 03101

(603) 624-6466 ext. 341 (Business)

## PHILOSOPHY

Results Oriented Leader Pursuing Innovative Approaches to Measurably Improving Community Health and Quality of Life.  
Strong Interpersonal Skills Combined with Independence, Adaptability and Ability to Make and Implement Difficult Decisions.

## HONORS AND INTERESTS

Awarded 2009 Key to the City of Manchester, Presented by Mayor Frank C. Guinta  
Awarded 2008 University of New Hampshire Department of Health Management and Policy Alumni Award  
Awarded 2006 "Top Forty Under Forty in NH", The Union Leader and the Business and Industry Association of NH  
Awarded 1998 Most Valuable Officer, Medical Command, New Hampshire Army National Guard  
Awarded 1997 Smoke Free New Hampshire Alliance Award of Merit  
Awarded 1995 Employee of the Year, City of Manchester Department of Health  
Adjunct Instructor, Dartmouth College, Dartmouth Medical School  
Guest Lecturer, University of New Hampshire, School of Health and Human Services  
Instructor, New Hampshire Institute for Local Public Health Practice

## EDUCATION

Master of Public Health	Dartmouth Medical School, Center for Clinical and Evaluative Sciences, Hanover, NH	2005
Graduate Certificate in Public Health	Johns Hopkins Bloomberg School of Public Health, Baltimore, MD - <i>CDC Scholarship Recipient</i>	2001
Principles of Epidemiology	Harvard School of Public Health, Cambridge, MA	1996
B.S. Health Management and Policy	University of New Hampshire, Durham, NH- <i>U.S. Army Scholarship Recipient</i>	1989

## CONTINUING EDUCATION

Reasonable Suspicion Training for Supervisors	City of Manchester Human Resources Department, NH	2010
WMD Incident Management/Unified Command	Domestic Preparedness Campus, Texas A & M University	2008
National Incident Management System Introduction	Emergency Management Institute, Emmitsburg, MD	2008
Introduction to the Incident Command System	Emergency Management Institute, Emmitsburg, MD	2008
ICS for Single Resources and Initial Action Incidents	Emergency Management Institute, Emmitsburg, MD	2008
Introduction to GIS for Public Health Applications	CDC/National Center for Health Statistics, Washington, DC	1998
Introduction to Public Health Surveillance	CDC/Emory University, Atlanta, GA	1997
Measuring the Healthy People 2000 Objectives	CDC/National Center for Health Statistics, Washington, DC	1995
HIV/AIDS Counselor Partner Notification	NH Department of Health and Human Services, Concord, NH	1995

## CERTIFICATIONS

Basic Emergency Medical Technician	National Registry of EMT's, Parkland Medical Center, Derry, NH	1995
C.P.R.	National Affiliate of American Heart Association, Parkland Medical Center, Derry, NH	1995
Aerobic/Fitness Instructor	SANTE, Dover, NH	1988

## LEADERSHIP

Granite United Way	Board of Directors, Community Impact Health Committee Co-Chair, Manchester, NH	2008-Present
Media Power Youth	Board of Directors, Manchester, NH	2007-Present
Mary Gale Foundation	Trustee, Manchester, NH	2007-Present
Manchester Weed and Seed Strategy	Planning and Steering Committee Member, Manchester, NH	2000-Present
Greater Manchester Association of Social Service Agencies	Executive Board, Manchester NH	1997-Present
Healthy Manchester Leadership Council	Member, Manchester, NH	1995-Present
Mayor's Study Committee on Sex Offenders	Member, Manchester, NH	2008-2009
Mental Health Center of Greater Manchester	Board of Directors, Manchester, NH	2002-2008
Leadership New Hampshire	Associate, Concord, NH	2006-2007
Seniors Count Initiative	Member, Manchester, NH	2004-2006
New Hampshire Public Health Association	Board of Directors, Concord, NH	1999-2003
Cultural Diversity Taskforce	Founding Taskforce Member, Manchester, NH	1994-1996

**PROFESSIONAL EXPERIENCE**

<b>CITY OF MANCHESTER HEALTH DEPARTMENT</b>	<b>Manchester, NH</b>	<b>1994 - Present</b>
<b>Deputy Public Health Director</b>	<b>05/07 - Present</b>	
Provide Management, Supervisory and Technical Expertise Related to the Functions of a Multidisciplinary Local Public Health Department		
Direct Complex Public Health Assessment Activities and Design Community Intervention Strategies for Public Health Concerns		
Coordinate the Administration of Multiple Grant Programs and Participate in Resource Development for the Department and the Community		
Assume Duties of Public Health Director as Needed		
<b>Public Health Administrator</b>	<b>06/06 – 05/07</b>	
Headed the Community Epidemiology and Disease Prevention Division and Provided Operational Support to Communicable Disease Control Functions		
Provided Federal and State Grant Coordination and Leadership to Community Health Improvement Initiatives		
Assumed Duties of Public Health Director as Needed		
<b>Community Epidemiologist/Health Alert Network Coordinator</b>	<b>11/02 – 06/06</b>	
Headed the Public Health Assessment and Planning Division and the Health Alert Network of Greater Manchester Including Supervision of Staff		
Provided Oversight to Outside Funded Projects and Staff Including the U.S. Department of Justice Weed and Seed Strategy as well as the CDC Racial and Ethnic Approaches to Community Health 2010 Initiative		
Analyzed Population-Based Health Statistics and Provided Recommendations for Action in the Community for Public Health Improvement and Performance Measurement		
<b>Public Health Epidemiologist</b>	<b>06/96 – 11/02</b>	
Defined Key Public Health Indicators and Conducted Ongoing Assessment of Community Health Status		
Provided Continuous Analysis of Priority Areas as Identified by the Community to Help Shape Local and State Policies and Direction for Implementation of Effective Public Health Models		
Local Partnership Member in the Kellogg and Robert Wood Johnson Foundations' National Turning Point Initiative, "Collaborating for a New Century in Public Health"		
<b>Tobacco Prevention Coalition Coordinator</b>	<b>11/95 - 12/96</b>	
Mobilized the Community Through Youth Driven Initiatives		
Addressed Youth Access to Tobacco Products		
Prevented the Initiation of Tobacco Use by Children and Teens		
<b>Community Health Coordinator</b>	<b>11/94 - 12/96</b>	
Analyzed and Addressed Public Health Needs of Low-Income and Underserved Populations		
Coordinated Public Health Services with Community Health and Social Service Providers		
Project Coordinator for "Our Public Health" Monthly Cable TV Program with 50,000 Household Viewership		
Editor and Layout Designer for Quarterly Newsletter Sent to 400 Community, Health and Social Services Agencies		

**COMMUNITY HEALTH IMPROVEMENT REPORTS**

- City of Manchester Health Department, "*City of Manchester Blueprint for Violence Prevention*", 2011 <http://www.manchesternh.gov/website/LinkClick.aspx?fileticket=cA17w3w66t1%3d&tabid=3187>
- Healthy Manchester Leadership Council Report, "*Believe in a Healthy Community: Greater Manchester Community Needs Assessment*", 2009 <http://www.manchesternh.gov/website/Departments/Health/DataandReports/tabid/700/Default.aspx>
- Manchester Sustainable Access Project Report, "*Manchester's Health Care Safety Net – Intact But Endangered: A Call to Action*", 2008 <http://www.manchesternh.gov/website/Departments/Health/DataandReports/tabid/700/Default.aspx>
- Seniors Count Initiative, "*Aging in the City of Manchester: Profile of Senior Health and Well-Being*", 2006
- City of Manchester Health Department, "*Public Health Report Cards*", 2005 <http://www.manchesternh.gov/website/Departments/Health/PublicHealthData/ArchivedHealthData/tabid/169/Default.aspx>
- City of Manchester Health Department, "*Health Disparities Among Maternal and Child Health Populations in the City of Manchester Data Report*", 2000
- Healthy Manchester Leadership Council Report, "*The Oral Health Status of the City of Manchester, Action Speaks Louder Than Words*", 1999
- Healthy Manchester Leadership Council Report, "*Taking a Tough Look at Adolescent Pregnancy Prevention in the City of Manchester*", 1998
- United Way Compass Steering Committee, "*Community Needs Assessment of Greater Manchester Data Report*", 1997
- City of Manchester Health Department, "*Public Health Report Cards*", Recognized in the National Directory of Community Health Report Cards, UCLA Center for Children, Families & Communities, 1996

**PROFESSIONAL EXPERIENCE (CONTINUED)**

<b>JENNY CRAIG INTERNATIONAL</b>	<b>Del Mar, CA</b>	<b>1989-1994</b>
<b>Corporate Operational Systems Trainer</b>	<b>11/91 - 10/94</b>	
Traveled Internationally to Conduct Training Seminars for 500 Corporate Owned and Franchisee Centers		
Sold and Provided Operational Systems and Services to Franchisee Centers in U.S., Canada, Puerto Rico and Mexico		
Installation	Setup	Training
Utilized Spanish Language Software	Implementation	Support
Developed Training Manuals, Seminar Handouts, Guides and Outlines		
Audited Individual Centers Overall Management Performance and Adherence to Information System Procedures		
<b>Regional Assistant, Greater Boston Market</b>	<b>09/89 - 11/91</b>	
Opened the First 24 Weight Management Centers in the Northeast		
Provided Operational and Logistical Support including the Hiring and Training of New Employees		
Acquired, Summarized and Analyzed Performance Data from Centers		
Provided Corporate Office with Weekly Marketing Analysis		
<b>GOLD'S GYM AND FITNESS</b>	<b>Dover, NH</b>	<b>1988-1989</b>
<b>Director of Aerobics and Fitness Instructor</b>		
Counseled Members on Self-Improvement Motivation in Nutrition, Fitness and Cardiovascular Programs		

**MILITARY SERVICE**

<b>U.S. ARMY MEDICAL SERVICE CORPS, Commissioned Officer, Major</b>		<b>1989-2005</b>
<b>New Hampshire Army National Guard</b>	<b>VA Hospital, Manchester, NH</b>	<b>1997-2005</b>
Responsible for Operationally Supporting the Medical and Dental Readiness of Nearly 1800 NHARNG Soldiers		
Developed and Secured Funding for the Healthy NHARNG 2010 Wellness Initiative Designed to Improve Soldier Medical and Dental Readiness with a Special Emphasis on Individuals with Elevated Risk Factors for Poor Health Outcomes		
Presented on the Health Status of the NHARNG at the New England State Surgeons' Conference and the New Hampshire Senior NCO and Commanders' Conferences		
Served in the New Hampshire Army National Guard Counter Drug Task Force		
<b>Massachusetts Army Reserve</b>	<b>Fort Devens, Devens, MA</b>	<b>1989-1997</b>
Recipient of the U.S. Army Commendation Medal Awarded for Heroism, Meritorious Achievement and Service		
Directed 50 - 150 Troops Training and Discipline Including Team, Platoon and Detachment Leadership		
Developed Motivational Skills to Inspire Troops with High Fatigue Levels Under Stressful Conditions		

**MILITARY TRAINING**

<b>AMEDD Officer Advanced Course</b>	<b>Academy of Health Sciences, Fort Sam Houston, TX</b>	<b>1996</b>
Preventive Medicine		
Combat Health Services Planning and Estimation		
Nuclear, Biological and Chemical Threat		
<b>Observer / Controller Qualification</b>	<b>78th Division, 3/310<sup>th</sup> Infantry Regiment, MA</b>	<b>1995</b>
<b>AMEDD Officer Basic Course</b>	<b>Academy of Health Sciences, Fort Sam Houston, TX</b>	<b>1990</b>
<b>Army Reserve Officers Training Course</b>	<b>University of New Hampshire, Durham, NH</b>	<b>1989</b>
Distinguished Military Graduate		
Top 20% of 9,000 Nationally		
Directed 60 Cadets Training and Discipline		
<b>Advanced Camp Training</b>	<b>Fort Bragg, NC</b>	<b>1988</b>
<b>Voluntary Officer Leadership Program</b>	<b>10th Mountain Division, Fort Drum, NY</b>	<b>1988</b>

**Susan G. Myers, R.N., M.Ed.**  
**Manchester Health Department**  
**1528 Elm Street**  
**Manchester, New Hampshire 03101**  
**(603) 624-6466**

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### **Selected Accomplishments**

Develops, directs and manages multiple community health programs incorporating evidence-based practices to meet the public health needs of a diverse population. Programs have included immunizations, lead poisoning prevention, school-based oral health services, TB control and prevention, communicable disease control, refugee health, HIV prevention and STD/HIV clinical services.

Demonstrates leadership qualities in managing a staff of Community Health Nurses, Dental Hygienists, Public Health Specialists and contracted professionals.

Manages vaccine distribution plans and regional clinical operations during public health emergencies.

Develops public health programs and compliance/quality assurance programs which are sought after as models for like agencies.

Crafts the development of response plans for issues of public health significance.

Fosters community partnerships to improve public health indicators and promote access to preventive services and oral health care.

### **Professional Experience** **Manchester Health Department, Manchester, New Hampshire**

#### **Community Health Supervisor 2006-Present**

Responsible for the management of the Manchester Health Department Division of Community Health including program and budgetary management, grant writing, outcome analysis, community relations and policy development. Provides management for programs including STD/HIV Clinical Services, Immunization Program, Refugee Health, Lead Poisoning Prevention and Healthy Homes, TB Control, Manchester School Dental Program and Communicable Disease Control. Supervises Community Health Nurses, Dental Hygienists, Public Health Specialists and a Dental Assistant.

#### **Senior Public Health Specialist, 2001-2006**

Responsible for the management of the Oral Health Program, Lead Poisoning Prevention Program and Immunization Program, including program and budgetary management, grant writing, outcome analysis, community relations, health education and policy development. Conducts community assessments, data analysis and develops strategies for public health intervention. Supervised Community Health Nurses, Dental Hygienists and Public Health Specialists.

### **Community Health Supervisor, 1995-2001**

Responsible for the management of the Manchester Health Department Division of Community Health including program and budgetary management, grant writing, outcome analysis, community relations and policy development. Provided management for programs including HIV Prevention/Counseling, STD Clinical Services, Immunization Program, Refugee Health, Lead Poisoning Prevention Program, TB Control, Oral Health Program and Communicable Disease Control. Supervised Community Health Nurses, Dental Hygienists and Public Health Translators.

### **Community Health Nurse, 1993-1995**

Developed and implemented the Nurse Case Management Program for the Childhood Lead Poisoning Prevention Program and performed other community health duties.

### **Other Experience, 1980-1993**

Previous experience included Medical-Surgical nursing at Catholic Medical Center and school nursing (1980-1993).

### **Educational Background**

- Master of Education Degree, Plymouth State College, Plymouth, NH, 1997
- Bachelor of Science Degree in Nursing, St. Anselm College, Manchester, NH, 1983
- Nursing Diploma, Catholic Medical Center School of Nursing, Manchester, NH, 1980
- Registered Nursing License: State of New Hampshire

### **Professional and Community Affairs**

- Manchester Immunization Initiative, 2011-Present
- Catholic Medical Center Homeless Health Care Advisory Board, 2009-present
- HIV Community Advisory Group, 2007-2010
- VNA Professional Advisory Committee, 2006-Present
- Manchester's Crusade against Cancer Task Force, 2005-2007
- Oral Health Workforce Committee, 2002-2004
- Manchester Advocates for Breast and Cervical Cancer Awareness, 2001-2005
- NH Minority Health Coalition Board of Directors, 2000-2002
- Manchester Dental Alliance Advisory Board, 2001-2002
- Greater Manchester Partners Against Lead Poisoning, 1998-2011
- Manchester Immunization Group for Healthy Tots and Youth, 1996-2006
- Producer and Host, *Our Public Health*, 1996-Present
- NH TB Advisory Committee, 1995-Present
- NH Immunization Advisory Committee, 1995-Present
- NH Childhood Lead Screening Advisory Committee, 1995-Present

## **Publications**

- Contributing author, *Believe in a Healthy Community*, Greater Manchester Community Needs Assessment, 2009
- Contributor to *Elevated Blood Lead Levels in Refugee Children---New Hampshire, 2003-2004*, Morbidity and Mortality Weekly Report (MMWR), January 21, 2005

## **Honors and Awards**

- Sigma Theta Tau International Honor Society of Nursing, Epsilon Tau Chapter
- Rivier College Honor Society for Community Leadership
- National Center for Preparedness, Detection and Control of Infectious Diseases Honor Award Certificate, 2007
- New Hampshire Institute for Local Public Health Practice Achievement Award, 2007
- NH Immunization Program Recognition Award, 2005
- NH Breast and Cervical Cancer Screening Program Recognition Award, 2005
- American Cancer Society Sandra C. Labaree Volunteer Values Award, 2005

**Suzanne E. Rouleau MSN, RN, HHS**

1528 Elm Street  
Manchester, NH 03101-4067  
(603) 628-6003x318  
[srouleau@manchesternh.gov](mailto:srouleau@manchesternh.gov)

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**OBJECTIVE**

To obtain a challenging position in the Health Care field as a Registered Nurse in an environment that will provide for personal and professional growth.

**EDUCATION**

**University of New Hampshire**

Master of Science in Nursing December 2010

**New Hampshire Institute for Local Public Health Practice**

Fall 2008 Certificate Program

**New Hampshire Technical Institute – Concord**

Associate of Science Degree- Nursing 2004-2006

**Saint Anselm College- Manchester**

Bachelor Arts- Business 1985

Science Courses – 2002-2003

**CLINICAL EXPERIENCES**

**Department of Health – City of Manchester, NH**

Community Health Nurse 8/2006 – Present

Provide nursing services to individuals, family, and community groups in the home, clinic, and community center. Initiate and conduct home visits within the community. Identify physical, social, and emotional needs of clients.

- Conduct epidemiological investigations as requested by DPHS to identify causes, risk factors and appropriate interventions for those affected by threats to public health.
- Promote timely disease reporting through the dissemination of material
- Coordinate planning and training activities to increase capacity among health care personnel (including Medical Reserve Corps volunteers) to respond to medical emergencies.
- Office coverage for clients elevated blood lead levels obtained health histories and communicated findings to attending health professional
- Triage phone calls from clients and provide teaching, counseling and referrals
- Evaluate and manage caseload of 75-100 clients' children who have elevated blood lead levels & children who have asthma.
- Assess client needs, design and implement comprehensive care plans.
- Educate and counsel patients about health, wellness, and parenting, as well as other areas as needed.
- Research, develop, and maintain community resources; initiate referrals for clients and families.
- Conduct immunizations and well-child clinics

**PROFESSIONAL ASSOCIATION**

Member of Sigma Theta Tau

Member American Nurses' Association

Member New Hampshire Nurses' Association

Member AFSCME

**CERTIFICATION**

CPR/AED- Adult and CPR –Child and Infant

National Environmental Health Association

Healthy Home Specialist

# Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Health Department

Budget Request for: Childhood Lead Poisoning Case Management

Budget Period: September 1, 2013 to June 30, 2014

Line Item	Direct Incremental	Indirect Fixed	TOTAL	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$19,582.00	\$ -	\$19,582.00	
2. Employee Benefits	\$5,639.00	\$ -	\$ 5,639.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$387.00	\$ -	\$ 387.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 25,608.00</b>	<b>\$ -</b>	<b>\$25,608.00</b>	

Indirect As A Percent of Direct

#DIV/0!

*For DPHS use only*

Maximum Funds Available - (DPHS program to enter total funds available) \$25,608.00

Reconciliation - (this line must be equal to or greater than \$0) \$25,608.00

# Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Health Department

Budget Request for: Childhood Lead Poisoning Case  
(Name of RFP)

Budget Period: July 1, 2014 to June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	TOTAL	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$24,507.00	\$ -	\$24,507.00	
2. Employee Benefits	\$7,056.00	\$ -	\$ 7,056.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$406.00	\$ -	\$ 406.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 31,969.00</b>	<b>\$ -</b>	<b>\$31,969.00</b>	

Indirect As A Percent of Direct

#DIV/0!

*For DPHS use only*

Maximum Funds Available - (DPHS program to enter total funds available)	\$31,969.00
Reconciliation - (this line must be equal to or greater than \$0)	\$31,969.00

