



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

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

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October 10, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to **retroactively** exercise a renewal option and amend an existing **sole source** contract with the City of Nashua Health Department, Vendor #177447-B011, 18 Mulberry Street, Nashua, New Hampshire 03060, to continue providing Healthy Homes and Lead Poisoning Prevention care coordination services, by increasing the price limitation by \$50,000 from \$50,000 to \$100,000 and by extending the completion date from September 30, 2018 to September 30, 2020, effective upon the date of Governor and Council approval. 100% Other Funds

The original agreement was approved by Governor and Council on December 7, 2016, Item #12A.

Funds are available in the following accounts for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without approval from Governor and Executive Council, if needed and justified.

05-95-90-901510-7964 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, CHILDHOOD LEAD

Fiscal Year	Class/Account	Class Title	Job/Activity Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 17	102-500731	Contracts for Prog Svc	90036000	\$11,250		\$11,250
SFY 18	102-500731	Contracts for Prog Svc	90036000	\$15,000		\$15,000
SFY 19	102-500731	Contracts for Prog Svc	90036000	\$ 3,750		\$ 3,750
			Sub Total	\$30,000		\$30,000

**05-95-90-901510-5698 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD
 POISONING PREVENTION FUND**

Fiscal Year	Class/ Account	Class Title	Job/Activity Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 17	102-500731	Contracts for Prog Svc	90037002	\$ 7,500		\$ 7,500
SFY 18	102-500731	Contracts for Prog Svc	90037002	\$10,000		\$10,000
SFY 19	102-500731	Contracts for Prog Svc	90037002	\$ 2,500	\$18,750	\$ 21,250
SFY 20	102-500731	Contracts for Prog Svc	90037002	\$ -0-	\$25,000	\$25,000
SFY 21	102-500731	Contracts for Prog Svc	90037002	\$ -0-	\$6,250	\$6,250
			Sub Total	\$20,000	\$50,000	\$70,000
			TOTAL	\$50,000	\$50,000	\$100,000

EXPLANATION

This request is **retroactive** because there was a delay in receiving fully executed contract documents for submission to the Department of Administrative Services to meet the deadline for the Governor and Executive Council Agenda for September 20, 2018.

This agreement is **sole source** with the City of Nashua Health Department due to the high percentage of lead poisonings in Nashua (16% of all cases in the state) and the contractor's established experience with case management and ability to provide technical assistance to families and medical systems for lead poisoning.

The purpose of this request is to continue providing community-based lead poisoning care coordination to families with children under the age of six years living in the Greater Nashua Area who have elevated blood lead levels greater than or equal to 3 micrograms per deciliter (µg/dL). For children with blood lead greater than or equal to the current RSA 130-A Action Level, the Nashua Health Department will continue to provide medical case management.

Community-based childhood lead poisoning care coordination helps to ensure that any child with an elevated blood lead 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 levels, 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 forty (40) children yearly, under the age of six years with elevated blood lead levels greater than the RSA 130-A Action Limit. The City of Nashua Health Department will also assist with prevention activities, including technical assistance, to families and property owners to create and maintain lead-safe housing.

Recent changes resulting from by SB247 that amended RSA 130-A will increase the caseload of care coordination/case management for children under the age of six with elevated blood lead levels greater than or equal to 3 µg/dL. This contract with the Nashua Health Department is being renewed in order to assist the Healthy Home and Lead Poisoning Prevention Program (HHLPPP) for the next two (2) years. Services provided by the Nashua Health Department are integral to the HHLPPP maintaining compliance with RSA 130-A.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

As referenced in Exhibit C-1, Revisions to General Provisions, of this contract, the Department reserves the right to extend contracted services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval from the Governor and Executive Council. The Department is requesting to exercise this renewal option.

The Contractor successfully fulfilled and achieved the performance measures in the original contract. The Nashua Health Department has a long relationship providing quality services to the HHLPPP and is an integral part of providing Nurse Care Coordination/Case Management to children in the Greater Nashua Area. They are uniquely qualified to test children for elevated blood lead levels in addition to the required care coordination for children with low level elevations and nurse case management for children under the age of six with confirmed elevations above the action limit in RSA 130-A. The HHLPPP depends on their quality, accuracy and adherence to best practices for care coordination.

The following performance measures/objectives will be used to measure the effectiveness of the amendment agreement:

- Provide nurse case management services to a 100% of the children less than six years of age with elevated blood lead levels above the Action Limit each contract year.
- Provide education and outreach services to 100% of parents of children less than six years of age with elevated blood lead level (capillary and venous) between 3 – 9.9 µg/dL each contract year.
- Provide education and outreach services to a 90% of the property owners where children less than six years of age with elevated blood lead level between 3 – 9.9 µg/dL reside each contract year.
- Attend 90% of the Nashua Healthy Homes Committee meetings for the contract term.
- Attend 100% of the DHHS, HHLPPP Nurse Case Management meetings for the contract term.

Should Governor and Executive Council not authorize this request, over 100 children per year residing in the greater Nashua area under age six with elevated blood lead levels, may not receive lead poisoning care coordination services.

Area served: Greater Nashua Area

Source of Funds: 100% Other Funds from Lead Poisoning Prevention Fund.


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

Respectfully submitted,



Lisa Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Healthy Home & Lead Poisoning Prevention Case Management**

This 1st Amendment to the Healthy Home & Lead Poisoning Prevention Case Management contract (hereinafter referred to as "Amendment #1") dated this 21st day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and City of Nashua Health Department, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 18 Mulberry Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 7, 2016, (Item #12A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1; Revisions to General Provisions Paragraph 4, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$100,000.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
5. Delete Exhibit A, in its entirety and replace with Exhibit A Amendment #1.
6. Amend Exhibit B, Methods and Conditions Precedent to Payment, Subsection 1.1 to read:
This contract is funded with 100% Other Funds from the Lead Poisoning Prevention Revolving Fund.

**New Hampshire Department of Health and Human Services
Healthy Home & Lead Poisoning Prevention Case Management**



7. Amend Exhibit B-1 Budget, Budget Period: SFY 2018 (7/1/17 – 6/30/18) to read:
Exhibit B-2 Budget, Budget Period: SFY 2018 (7/1/17 – 6/30/18).
8. Amend Exhibit B-1 Budget, Budget Period: SFY 2019 (7/1/18 – 9/30/18) to read:
Exhibit B-3 Budget, Budget Period: SFY 2019 (7/1/18 – 9/30/18).
9. Add Exhibit B-4 Amendment #1 Budget, Budget Period: SFY 2019 (10/1/18 – 6/30/19).
10. Add Exhibit B-5 Amendment #1 Budget, Budget Period: SFY 2020 (7/1/19 – 6/30/20).
11. Add Exhibit B-6 Amendment #1 Budget, Budget Period: SFY 2021 (7/1/20 – 9/30/20).
12. Add Exhibit K, DHHS Information Security Requirements

New Hampshire Department of Health and Human Services
Healthy Home & Lead Poisoning Prevention Case Management



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

10/17/18
Date

[Signature]
Name:
Title:

City of Nashua Health Department

10/21/18
Date

[Signature]
Name: JAMES W. DONCHESS
Title: MAYOR

Acknowledgement of Contractor's signature:

State of NEW HAMPSHIRE, County of HILLSBOROUGH on 10/11/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed the above document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace



PATRICIA D. PIECUCH
Name and Title of Notary or Justice of the Peace

My Commission Expires: 03/21/2023

**New Hampshire Department of Health and Human Services
Healthy Home & Lead Poisoning Prevention Case Management**



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

OFFICE OF THE ATTORNEY GENERAL

10/17/18
Date

[Signature]
Name: *Rebecca W. Ross*
Title: *Senior Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Vendor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Vendor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

2. Scope of Services

- 2.1. The Department agrees to provide to the Vendor a daily laboratory report for children less than 6 years old that have a capillary or venous blood lead ≥ 3 micrograms per deciliter $\mu\text{g}/\text{dL}$. The following data elements will be included in this daily report:

- 2.1.1. Lab;
- 2.1.2. Patient Name;
- 2.1.3. Sex;
- 2.1.4. DOB;
- 2.1.5. Race;
- 2.1.6. Ethnicity;
- 2.1.7. Address;
- 2.1.8. Apartment;
- 2.1.9. Street;
- 2.1.10. City;
- 2.1.11. Zip;
- 2.1.12. Patient Phone Number;
- 2.1.13. Guardian Name;
- 2.1.14. Draw Date;
- 2.1.15. Draw Type;
- 2.1.16. Blood Lead Level;
- 2.1.17. Provider Name;
- 2.1.18. Institution;

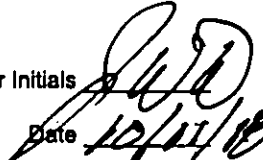

Date 12/17/18



Exhibit A Amendment #1

-
- 2.1.19. Provider Phone Number;
2.1.20. Case Status.
- 2.2. All transfers of PHI, PI or confidential information between the Department and the Vendor shall be made either through a secure File Transport Protocol (SFTP) or through the CDC Healthy Homes and Lead Poisoning Surveillance Software (HHLPPS) System.
- 2.3. The Vendor shall provide healthy home and lead poisoning prevention care coordination for children living in the City of Nashua, Amherst, Brookline, Hollis, Hudson, Litchfield, Lyndeborough, Mason, Merrimack, Milford, Mont Vernon, Pelham, and Wilton, less than six years of age with elevated blood leads throughout the contract term. Families living in the Nashua service area with children with elevated blood levels equal to or greater than three (3) $\mu\text{g}/\text{dL}$ are eligible for childhood lead poisoning care coordination services.
- 2.3.1. The services shall include outreach and education, care coordination and case management.
- 2.4. The Vendor shall provide Nurse Case Management services to children less than six years of age with a confirmed elevated blood lead greater than the current RSA 130-A action level in accordance with the Healthy Home & Lead Poisoning Prevention Program (HHLPPP) 2016 Nurse Care Coordination Guidance document and the newly revised 2018 New Hampshire Childhood Lead Poisoning Prevention Screening and Management Guidelines.
- 2.4.1. All Lead Case management services are to be provided by a Registered Nurse (RN) or Licensed Practical Nurse (LPN) under the direction of an RN; or a certified Medical Assistant (MA) under the direction of a licensed physician.
- 2.5. The Vendor shall in accordance with the RSA 130-A:6-a Property Owner Notification, Lead Paint Poisoning Prevention and Control, provide education and outreach services to all owners of a dwelling or dwelling unit where a child(ren) less than six years of age with an elevated blood lead (capillary or venous) between 3 to 9.9 $\mu\text{g}/\text{dL}$ resides.
- 2.6. The Vendor shall in accordance with the RSA 130-A:6-b Parent Notification, Lead Paint Poisoning Prevention and Control, provide education and outreach services to all parents of children less than six years of age with an elevated blood lead (capillary or venous) between 3 to 9.9 $\mu\text{g}/\text{dL}$ resides.
- 2.7. The Vendor shall provide in-home or telephonic case management services in accordance with the updated 2016 Nurse Care Coordination Guidance document for those children with elevated blood lead levels above the current RSA 130-A Action limit. Children with elevated blood lead levels greater than or equal to 15 $\mu\text{g}/\text{dL}$ require an in home visit.

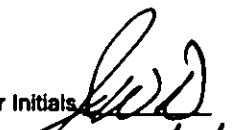

Date 10/11/18



Exhibit A Amendment #1

- 2.8. The Vendor shall coordinate lead case management home visits with the DHHS, HHLPPP Environmentalist in accordance with the time table included within the 2016 Nurse Care Coordination Guidance document for children less than six years of age with a confirmed blood lead level greater than the action limit of RSA 130-A.
- 2.9. The Vendor shall participate in the Nashua Healthy Homes Meeting to coordinate referrals with regional partners and to address healthy home and lead poisoning prevention.
- 2.10. The Vendor shall participate in training coordinated by the DHHS HHLPPP on the new CDC HHLPPS Surveillance System that will be used for tracking and documenting care coordination and case management services of all children ≤ 6 years old that have a blood lead level $>3\mu\text{g/dL}$.
- 2.11. The Vendor shall participate in quarterly Nurse Case Management meetings coordinated by the DHHS, HHLPPP to review and develop protocols, review case load, logistics and identify and remove barriers to successful case management.
- 2.12. The Vendor shall provide outreach and education on changes that Senate Bill 247 made to RSA 130-A to the Nashua Healthy Homes Committee, Community Health Centers, pediatric providers, Woman, Infant and Children (WIC) programs, Licensed Child Care facilities, and Head Start, concerning lead poisoning prevention and the importance of testing one and two year olds.
- 2.13. The Vendor, when considering clinical or sociological research using clients as subjects, must adhere to the legal requirements governing human subjects' research.
 - 2.13.1. Vendor must inform the DHHS, HHLPPP prior to initiating any research related to this contract.
- 2.14. The Vendor and the DHHS, HHLPPP shall ensure, secure transfer of medical information specified in a data exchange agreement or other appropriate agreement or memorandum of understanding, and ensure appropriate safeguarding of any protected health information (PHI) and personal information (PI) contained in the case management records according to all state rules, state and federal laws.

3. Staffing

3.1. New Hires

- 3.1.1. The Vendor shall notify the Department of Health and Human Services' (DHHS), HHLPPP 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.

3.2. Vacancies

- 3.2.1. The Vendor must notify the DHHS, HHLPPP in writing if the position of public health nurse is vacant for more than three months. This may be done through a

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Date 10/11/18



Exhibit A Amendment #1

budget revision. In addition, the DHHS, HHLPPP must be notified in writing if at any time the site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

3.3. Staff employed or subcontracted by the Vendor shall meet the following:

- 3.3.1. 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;
- 3.3.2. Have 2 years' experience working with families in a health care support capacity;
- 3.3.3. Work in coordination with a licensed multidisciplinary team, including but not limited to physicians, and/or other licensed health care professionals; and
- 3.3.4. For LPNs and MAs only, implement nursing care plans and/or case management plans under the direction of an RN or licensed physician, as appropriate.

4. Quality or Performance Improvement (QI/PI)

4.1. Work Plans

- 4.1.1. The Vendor shall develop a Performance Work Plan that will be delivered to the DHHS, HHLPPP within 30 days after the effective date of the Contract. This Work plan will be used to monitor achievement of standard measures of performance of the services provided under this contract. The work plan is a key component of the DHHS performance-based contracting system and of this contract. The Vendor shall incorporate required and developmental performance measures, defined by the DHHS into the agency's Quality Improvement/Performance Indicator (QI/PI) plan. Reports on Work plan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets.
- 4.1.2. The Vendor shall comply with minor modifications and/or additions to the work plan and annual report format as requested by DHHS, HHLPPP. The DHHS, HHLPPP will provide the Vendor with advance notice of such changes and the Vendor is not expected to incur any substantial costs relative to such changes.
- 4.1.3. Within 30 days of the end of each calendar month throughout the contract period, provide the DHHS, HHLPPP with an electronic listing of new and on-going elevations $\geq 3 \mu\text{g/dL}$ for whom education and outreach, and those children above the action limit where case management services (e.g. telephonic or home visiting) have been provided. Reports shall be made utilizing Microsoft Excel Software in an electronic format. The report shall contain for each newly identified case of lead poisoning:

- 4.1.3.1. Name;
- 4.1.3.2. Date of birth;
- 4.1.3.3. Address;

[Handwritten Signature]
10/11/18



Exhibit A Amendment #1

- 4.1.3.4. Race/ethnicity;
 - 4.1.3.5. Date of nursing assessment home visit;
 - 4.1.3.6. Medicaid enrollment status;
 - 4.1.3.7. Date of referral for environmental inspection;
 - 4.1.3.8. Dates and location of chelation treatment if known;
 - 4.1.3.9. Chelating agent (if known);
 - 4.1.3.10. Dose;
 - 4.1.3.11. Length of treatment and if directly observed when at home; and
 - 4.1.3.12. Any other pertinent diagnostic testing results.
- 4.1.4. In accordance with RSA 130-A and the time table outlined in the *2016 Nurse Care Coordination Guidance document*, provide referrals to the DHHS, HHLPPP Environmentalist for home investigations of children under six with confirmed elevated blood lead of 10 µg/dL or greater.

5. Data and Reporting Requirements

- 5.1. The Vendor shall submit to the DHHS the Work Plans and Work Plan Outcome reports according to the schedule and instructions provided by the DHHS, HHLPPP.
- 5.1.1. The DHHS, HHLPPP shall notify the Vendor at least 30 days in advance of any changes in the submission schedule.
- 5.2. The Vendor shall provide to DHHS, HHLPPP within 30 days of the end of each quarter, a report narrative of all care coordination and outreach activities. This report shall include:
- 5.2.1. The status of all individuals receiving care coordination;
 - 5.2.2. Case management services;
 - 5.2.3. Cases that have been closed or discharged with reason for such;
 - 5.2.4. Blood lead screening events;
 - 5.2.5. Meetings;
 - 5.2.6. Parent and property owner letters;
 - 5.2.7. Outreach; and
 - 5.2.8. Education programs.
- 5.3. The Vendor shall use a secure File Transport Protocol (sFTP) established by the DHHS or the Vendor to transmit all data to the HHLPPP that includes confidential or private information, protected health information (PHI) or private medical information.

6. State and Federal Laws

- 6.1. The Vendor is responsible for compliance with all relevant state and federal laws.
- 6.2. Special attention is called to the following statutory responsibilities:
- 6.2.1. The Vendor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 300, effective 01/05.

Contractor Initials *JWS*
Date *10/17/18*



Exhibit A Amendment #1

6.2.2. Persons employed by the Vendor 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.

7. Subcontractors

7.1. If services required to comply with this exhibit are provided by a subcontracted agency or provider, the DHHS must be notified in writing prior to initiation of the subcontract (see Exhibit C subparagraph 19).

8. On Site Reviews

8.1. The Vendor shall allow a team or person authorized by the DHHS to periodically review the Vendor'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.

8.2. Reviews shall include client record reviews to measure compliance with this Exhibit.

8.3. The Vendor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.

8.4. On-Site reviews may be waived or abbreviated at the discretion of the DHHS.

9. Performance Measures

9.1. The Vendor shall ensure that following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:

9.1.1. Provide nurse case management services to a 100% of the children less than six years of age with elevated blood lead levels above the Action Limit each contract year.

9.1.2. Provide education and outreach services to 100% of parents of children less than six years of age with elevated blood lead level (capillary and venous) between 3 – 9.9 µg/dL each contract year.

9.1.3. Provide education and outreach services to a 90% of the property owners where children less than six years of age with elevated blood lead level between 3 – 9.9 µg/dL reside each contract year.

9.1.4. Attend 90% of the Nashua Healthy Homes Committee meetings for the contract term.

9.1.5. Attend 100% of the DHHS, HHLPPP Nurse Case Management meetings for the contract term.

9.2. Annually, the Vendor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.


Contractor Initials 
Date 10/11/18



Exhibit B

Method and Conditions Precedent to Payment

1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

- 1.1. This contract is funded with 100% Other funds from the Lead Poisoning Prevention Revolving Fund.
- 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

2) Payment for said services shall be made monthly as follows:

- 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
- 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
- 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
- 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
- 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email address: DPHScontractbilling@dhhs.nh.gov

3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjust encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

[Handwritten Signature]
10/12/18

EXHIBIT B-4 AMENDMENT #1 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: City Of Nashua Health Department

SS-2017-DPHS-07-HHLPP

Healthy Home & Lead Poisoning Prevention Case

Budget Request for: Management

(Name of RFP)

Budget Period: SFY 2019 (10/1/18 - 6/30/19)

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 8,759.00	\$ 1,705.00	\$ 10,464.00	
2. Employee Benefits	\$ 6,517.00	\$ -	\$ 6,517.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 250.00	\$ -	\$ 250.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 250.00	\$ -	\$ 250.00	
Office	\$ 175.00	\$ -	\$ 175.00	
6. Travel	\$ 200.00	\$ -	\$ 200.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 44.00	\$ -	\$ 44.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 850.00	\$ -	\$ 850.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 17,045.00	\$ 1,705.00	\$ 18,750.00	

Indirect As A Percent of Direct

10.0%

Contractor Initials: LWD

Date: 10/11/18

EXHIBIT B-5 AMENDMENT #1 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: CITY OF NASHUA HEALTH DEPARTMENT

SS-2017-DPHS-07-HHLPP

Healthy Home & Lead Poisoning Prevention

Budget Request for: Case Management

(Name of RFP)

Budget Period: SFY 2020 (7/1/19 - 6/30/20)

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 12,371.00	\$ 2,273.00	\$ 14,644.00	
2. Employee Benefits	\$ 8,821.00	\$ -	\$ 8,821.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 200.00	\$ -	\$ 200.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 150.00	\$ -	\$ 150.00	
Office	\$ 50.00	\$ -	\$ 50.00	
6. Travel	\$ 250.00	\$ -	\$ 250.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 885.00	\$ -	\$ 885.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL 	\$ 22,727.00	\$ 2,273.00	\$ 25,000.00	

Indirect As A Percent of Direct

10.0%

Contractor Initials: 

Date: 12/11/18

EXHIBIT B-6 AMENDMENT #1 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: City of Nashua Health Department

SS-2017-DPHS-07-HHLPP

Healthy Home & Lead Poisoning Prevention Case

Budget Request for: Management

(Name of RFP)

Budget Period: SFY 2021 (7/1/20 - 9/30/20)

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 3,134.00	\$ 568.00	\$ 3,702.00	
2. Employee Benefits	\$ 2,213.00	\$ -	\$ 2,213.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 100.00	\$ -	\$ 100.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 5.00	\$ -	\$ 5.00	
Office	\$ 95.00	\$ -	\$ 95.00	
6. Travel	\$ 110.00	\$ -	\$ 110.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 20.00	\$ -	\$ 20.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 5.00	\$ -	\$ 5.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 5,682.00	\$ 568.00	\$ 6,250.00	

Indirect As A Percent of Direct

10.0%

Contractor Initials: 

Date: 10/12/19

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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[Handwritten Date: 10/11/18]



DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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Date 10/14/18

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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Exhibit K

DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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[Handwritten Date: 10/24/18]



DHHS Information Security Requirements

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

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[Handwritten Date: 12/14/18]

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

[Handwritten Signature]
Date *12/14/18*

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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Date *10/14/18*

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

[Handwritten Signature]
[Handwritten Date: 10/20/18]



City of Nashua

Office of the City Clerk

Patricia Piecuch
City Clerk

229 Main Street
P.O. Box 2019
Nashua, NH 03061-2019

(603) 589-3010
Fax (603) 589-3029
E-Mail: cityclerkdept@NashuaNH.gov

CERTIFICATE OF VOTE

I, Patricia D. Piecuch, City Clerk of the City of Nashua, County of Hillsborough, State of New Hampshire, do hereby certify that:

1. I am the duly appointed City Clerk for the City of Nashua, NH;
2. I maintain and have custody of and am familiar with the seal and minute books of the municipality;
3. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
4. The attached is a true and complete copy of Resolution 18-063; that said Resolution was approved following a motion duly made at a meeting of the Board of Aldermen of the City of Nashua, NH, held on August 14, 2018, which was duly called and at which a quorum was present;
5. The foregoing Resolution R-18-063 is in full force and effect, unamended, as of the date hereof;
6. That James W. Donchess, was duly elected as Mayor of the City of Nashua at a Municipal Election; and
7. Resolved: That as Mayor he is hereby authorized on behalf of the City of Nashua 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 may deem necessary, desirable or appropriate.


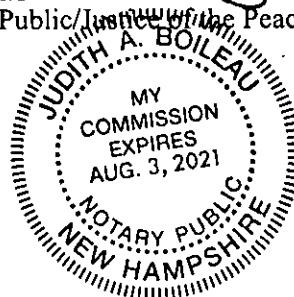
IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the Municipality this 11th day of October, 2018.


Patricia D. Piecuch, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On October 11, 2018, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me, to be the City Clerk of the Municipality identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

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


Notary Public/Justice of the Peace



RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$50,000 FROM THE NH DEPARTMENT OF HEALTH & HUMAN SERVICES INTO PUBLIC HEALTH & COMMUNITY SERVICES GRANT ACTIVITY "HEALTHY HOMES AND LEAD POISONING CASE MANAGEMENT"

CITY OF NASHUA

In the Year Two Thousand and Eighteen

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Public Health and Community Services are authorized to accept and appropriate \$50,000 from the NH Department of Health & Human Services into Public Health & Community Services grant activity, "Healthy Homes and Lead Poisoning Case Management" for the purpose of providing lead poisoning prevention to children in Nashua. This funding shall be in effect from October 1, 2018 through September 30, 2020.

RESOLUTION R-18-063
Relative to the acceptance and appropriation of \$50,000 from the NH Department of Health & Human Services into Public Health & Community Services Grant Activity "Healthy Homes and Lead Poisoning Case Management"

IN THE BOARD OF ALDERMEN

1ST READING JULY 10, 2018

Referred to:
HUMAN AFFAIRS COMMITTEE

2nd Reading AUGUST 14, 2018

3rd Reading _____

4th Reading _____

Other Action _____

Passed AUGUST 14, 2018

Indefinitely Postponed _____

Defeated _____

Attest: [Signature]
 City Clerk

[Signature]
 President

Approved [Signature]
 Mayor's Signature

8/15/18
 Date

Endorsed by _____ MAYOR

[Signature] WILSHIRE
[Signature] HARRIOTT
[Signature] GATHRIGH

[Signature] DOWD

[Signature] KLEE

 LAWS

[Signature] LOPEZ

[Signature] CARON

 KELLY
 MELIZZI-
 GOLJA

[Signature] SCHMIDT

[Signature] O'BRIEN

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____
 City Clerk

 President

RESOLUTION R-18-063

Relative to the acceptance and appropriation of \$50,000 from the NH Department of Health & Human Services into Public Health & Community Services Grant Activity "Healthy Homes and Lead Poisoning Case Management"

IN THE BOARD OF ALDERMEN

1ST READING JULY 10, 2018

Referred to:
HUMAN AFFAIRS COMMITTEE

2nd Reading AUGUST 14, 2018

3rd Reading _____

4th Reading _____

Other Action _____

Passed AUGUST 14, 2018

Indefinitely Postponed _____

Defeated _____

Attest: [Signature]
City Clerk

[Signature]
President

Approved [Signature]
Mayor's Signature

8/15/18
Date

Endorsed by

<u>[Signature]</u>	MAYOR
<u>[Signature]</u>	WILSHIRE
	HARRIOTT
	GATHRIGH
<u>[Signature]</u>	DOWD
<u>[Signature]</u>	KEE
	LAWS
<u>[Signature]</u>	LOPEZ
<u>[Signature]</u>	CARON
	KELLY
	MELIZZI-
	GOLJA
<u>[Signature]</u>	SCHMIDT
<u>[Signature]</u>	O'BRIEN

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____
City Clerk

President



NASHUA0-01

DKULICK

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 07/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 300 Ballardvale Street Wilmington, MA 01887	CONTACT NAME: PHONE (A/C, No, Ext): (978) 657-5100 FAX (A/C, No): (978) 988-0038 E-MAIL ADDRESS: ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: American Alternative Insurance Corporation 19720 INSURER B: Safety National Casualty Corporation 15105 INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GENERAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N1A2RL000000512	07/01/2018	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP. (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG RETENTION \$ 300,000 COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ RETENTION \$ 300,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			N1A2RL000000512	07/01/2018	07/01/2018	EACH OCCURRENCE \$ AGGREGATE \$ DED \$ RETENTION \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ DED \$ RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			SP4058992	07/01/2018	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Commercial Umbrella			N1A2RL000000512	07/01/2018	07/01/2018	Excess Liability \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Nashua
Board of Aldermen
2018 – 2019 Term
PUBLIC LIST

ALDERMEN-AT-LARGE	
BRIAN S. McCARTHY, PRESIDENT	
LORI WILSHIRE, VICE PRESIDENT	
BRANDON MICHAEL LAWS	
SHOSHANNA KELLY	
DAVID C. TENCZA	
MICHAEL B. O'BRIEN, SR.	
WARD ALDERMEN	
WARD 1	JAN SCHMIDT
WARD 2	RICHARD A. DOWD
Ward 3	PATRICIA KLEE
WARD 4	THOMAS LOPEZ
WARD 5	ERNEST A. JETTE
WARD 6	KEN GIDGE
WARD 7	JUNE M. CARON
WARD 8	MARY ANN MELIZZI-GOLJA
WARD 9	LINDA HARRIET- GATHRIGHT
Revised 1/7/18	

BOBBIE DENISE BAGLEY
18 Mulberry Street
Nashua, NH 03060
(603) 589-4546
Email: BagleyB@NashuaNH.gov

SPECIALTY AREAS OF FOCUS

- ❖ Leadership in Public Health
- ❖ Improving Public & Community Health Practice
- ❖ Advocating for Health Equity & Policy Setting
- ❖ Reducing Socio-Cultural Barriers to Health
- ❖ Enhancing Population-Based Health Promotion and Disease Prevention
- ❖ Diversifying the Public Health Work Force
- ❖ Building a Competent Public Health Workforce
- ❖ Assuring Cultural Effectiveness

PROFESSIONAL SUMMARY

Public Health: Twenty years of experience in the field of public health services. Executive strengths include: strong leadership skills, effective verbal and written communications, critical thinking, evidence-based decision making, community mobilization, creative visionary and a keen ability to motivate others. Easily cultivates collaborative partnerships with service providers. Experience in developing and implementing programs to promote, protect and preserve health and safety through assessment, policy and delivery of services. Seventeen years of proven skills in multi-disciplinary program management, cultural competency, conflict resolution and team building. Success demonstrated in grant writing, budgeting, and fiscal governance of programs and services.

Academia: Ten years of experience in the academic setting. Expertise demonstrated in curriculum development, course evaluation, scholarship, community service and academic leadership. Instruction provided in both the on-ground classroom and online settings. Lead faculty and advisor of the public health and nursing program. Provides course instruction and course development as well as provides supervision of public health faculty. Work experience with community agencies to provide exceptional service learning experiences, experiential learning activities in public health and opportunities to engage in political action to transform hearts and minds.

WORK HISTORY

- ❖ 2016 – Present: Director, City of Nashua, NH Division of Public Health and Community Services. Provide supervision and fiscal oversight over city health department staff and programming. Directs and manages resources to accomplish objectives for all programs. Provide both policy and operational direction and leadership to the Mayor, Board of Alderman and the Board of Health on public health issues. Serve as liaison to community partners, local and state officials. Serve on community boards and local and state committees to advance public health initiatives, policy and workforce development. Serves as direct supervisor to senior managers of three departments and director supervision to staff under the Community Services Department.
- ❖ 2014 – 2016: Director of BS and MPH Public Health Programs, Rivier University, Division of Nursing and Health Professions. Develop program curriculum, program requirements, and courses. Responsible for faculty selection, mentoring, training, supervision and evaluation of faculty. Serve as student advisor and mentor. Provide course instruction in the online and face to face learning environments for undergraduate and graduate students. Participate in other administrative duties and community services.

Faculty Advisor to Rivier University Student Public Health Association and Co-Advisor to Rivier University Student Nurses Association. Serves on several university committees: Faculty Development, Workload and Compensation Committee, Nursing Admissions Committee and the University Diversity Council.

- ❖ 2011- Present: Instructor of Nursing, Rivier University, Division of Nursing. Provide instruction in online and face to face learning environments. Participant on several university committees including: faculty development, admissions, research, curricula development and the president's diversity committee. Faculty Advisor to the Rivier University Student Nurses Association.
Course Instruction: Community/Public Health Nursing, Policy, Politics in the Nursing Profession, Family Health Nursing in a Multicultural Society and Nursing Capstone and Public Health Courses.
- ❖ 2012-2014: Programs Director, NH Minority Health Coalition. Provided consultation, management and oversight of subcontractors and consultants on programs focused on community transformation, chronic disease self-management, HIV/HCV testing and home visiting.
- ❖ 2007 – 2011: Adjunct Instructor of Nursing, Rivier College, Division of Nursing. Courses include: Family Health Nursing in a Multicultural Society and Policy, Politics in the Nursing profession. Currently teaching online courses.
- ❖ 2006 - 2011: Chief Public Health Nurse and Manager of the City of Nashua Community Health Department, provided oversight to community health department staff, clinic and programs. Drove strategic collaboration with Department of Health & Human Services, healthcare professionals and community service agencies, to develop and implement programs to promote, protect and preserve the health of the community through assessment, policy development and assurance of services. Provide fiscal governance of community health department budget of over \$708,000.00. Managed a team of Public Health Nurses, outreach workers, a licensed Alcohol and Drug counselor and an Administrative Assistant.

❖ 2004 – Present: Public Health Consultant, BDB Health Promotions. As the Principal, maintained contracts for several Sections in the Department of Health and Human Services. Including: HIV/STD Section and Alcohol, Drug and Tobacco program and Office of Minority Health. Responsible for development and revisions to the NH HIV Community Planning Group Comprehensive plan for HIV Care and Prevention Services in the State of NH, helped set statewide strategic health direction by Conducting a Racial and Ethnic Minorities Needs Assessment for HIV Care and Prevention Services and delivered results to key state agencies. Procure grants to provide Cultural Competency training and technical assistance to DHHS Alcohol, Tobacco and Other Drugs, Strategic Prevention Framework Program. Provide consultation to state and local agencies to create awareness of health equity and disparities in minority populations.

❖ 2000 – 2004: Program Manager for the New Hampshire Minority Health Coalition, procured grants, developed and managed several programs and collaborated with community-based organizations, health care professionals, state and local government officials, health departments and the Department of Health and Human Services to insure equitable access of health care services for diverse, ethnic and racial communities. Provided oversight to a diverse staff of bilingual/bicultural home visitors and outreach workers. Provided fiscal oversight to prevention program budget of approximately \$300,000.00.

❖ 1997 – 2000: Public Health Nurse for the City of Nashua responsible for coordinating several prevention programs as program coordinator. Responsibilities encompassed a variety of activities, which included collaborating with Department of Health & Human Services, healthcare professionals and community service agencies, to develop and implement programs to protect and promote the health of the community through assessment, policy development and assurance of services. Coordinated the following programs over work history: Tuberculosis, HIV Prevention, Maternal and Child Health and Lead Poisoning Prevention Program.

Management experience included providing leadership support to Department Manager and acting as Interim Department Manager for three months. Other experience included providing leadership support to STD Coordinator and supervising outreach team.

SIGNIFICANT ACCOMPLISHMENTS

- ❖ Collaborated with essential staff of the City of Nashua Division of Public Health and Community Services to successfully achieved National Public Health Accreditation status
- ❖ Development of the Rivier University Public Health BS and MPH Public Health Programs
- ❖ Writer and Collaborator on Health Administration and Services Resource Nursing Workforce Diversity Grant awarded to Rivier University.
- ❖ Instrumental in acquiring an award from Harvard Pilgrim's Cultural Insight Program to conduct a cultural assessment of Rivier University
- ❖ Awarded Nursing Diversity Mini-Grant for Rivier Nursing Pipeline Project for high school students
- ❖ Awarded Faculty Development Teaching Squares Grant
- ❖ Awarded Socio-Cultural Barriers Grant
- ❖ Developed the Gate City Health and Wellness Immigrant Integration Initiative
- ❖ Mobilized community service agencies to collaborate on a refugee and immigrant health and wellness integration initiative project
- ❖ Presented at local and regional conferences on refugee and immigrant integration initiative Provided Technical Assistance on Merged Comprehensive HIV Prevention and Care Planning to Kentucky, Arizona, Connecticut and Vermont.
- ❖ Presented at local, regional and national conferences on HIV Comprehensive Planning, Racial and Ethnic Minority Needs Assessment and Cultural Competency.
- ❖ Participated on planning committee for first Minority Health Conference for Women

- ❖ As Board Chair for the New Hampshire Minority Health Coalition, led Board of Directors and Management team through search process to hire new executive director for the organization.
- ❖ Participates with state and local agencies on health related strategic planning processes.

PROFESSIONAL AND COMMUNITY AFFILIATIONS

- ❖ NH Charitable Foundation Regional Advisory Board Member, 2018
- ❖ NHN Foundation Board Member, 2018
- ❖ NH Public Health Association, 2014-present
 - ❖ Board Member 2011-2017
- ❖ Investing in Communities Initiatives, 2014-2016
 - ❖ Steering Committee
- ❖ Rivier University Committees
 - ❖ Faculty Development, Workload & Compensation Committee, 2014 - present
 - ❖ Presidents Diversity Council, 2014-present
 - ❖ Co-Chair, Faculty Development Committee, 2011 - 2014
 - ❖ Division of Nursing Curriculum Review Committee, 2013 – present
 - ❖ Division of Nursing Admission Committee, 2012 - present
 - ❖ Division of Nursing Co-Chair, Wellness Connection, 2012 - present
 - ❖ Division of Nursing Co-Chair, Research Ad-Hoc Committee, 2012 - present
- ❖ NH Nurses Association, 2012-present
 - ❖ President, 2016 -2018
 - ❖ President Elect, 2014 – 2016
 - ❖ Commission of Government Affairs Chair, 2013-2014
- Association of Public Health Nurses (Formerly ASTDN), 2012 – 2015
 - ❖ Director-at-Large
 - ❖ Chair, Education and Professional Development Committee, 2012 -2014
- ❖ Sustaining Voices for Minority Health Advocacy, 2011- 2013
 - ❖ Steering Committee member, 2011-2013
- ❖ NH Health and Equity Partnership, 2010 - present
 - ❖ Steering Committee member, 2010 - present
- ❖ Advisory Board Rivier School of Nursing 2010-2011
- ❖ Advisory Board of Nashua Community College Nursing Program, 2010-2011
- ❖ Office of Minority Health State Plan Advisory Member, 2009-2010
- ❖ Public Health Services Improvement Council Member, 2008-2010
- ❖ Disproportionate Minority Contact Member, 2008-2010
- ❖ Co-Chair of the Gate City Health & Wellness Immigrant Integration Initiative, 2008
- ❖ Association of State And Territorial Directors of Nursing, 2006-2012
 - ❖ Director-at-Large
 - ❖ Chair of Membership Committee, 2011-2012
- ❖ MA Public Health Association, 2006 - 2011
- ❖ Advisory Board of Nashua Area Health Agency, 2008-2010
- ❖ Stay’N Healthy Community Connection, 2007-2009
- ❖ Child Welfare Committee, 2007-2009
- ❖ Advisory Board of Nashua Community Technical College, 2007-2011
- ❖ American Nurses Association, 2007-present
- ❖ New Hampshire Minority Health Coalition Board of Directors, November 2005-2010
 - ❖ Board Chair: April 2006-2008
 - ❖ Vice Chair: April 2005- 2006

- ❖ NH Public Health Association Member, April 2005-2010
- ❖ Youth Services Advisory Board, 2003-2004
- ❖ UHN Cooperative Extension Council Member, 2003-2004
- ❖ NH HIV Community Planning Group, 2001-2010
 - ❖ Community Prevention Co-Chair, 2008-2010
 - ❖ Advisory, 2007-2008
 - ❖ Membership, Charter and Mission Chair: 2002-2006
 - ❖ Serve on Prevention and Care Committees: 2003 – 2006
- ❖ Child Health Services Board of Directors, 2001 - 2005

CERTIFICATIONS/SPECIAL RECOGNITIONS

- ❖ Induction to the Rivier Athletic Hall of Fame, 2015
- ❖ Sigma Theta Tau International Epsilon Nursing Honor Society, 2014
- ❖ Unsung Hero's Award, 2014
- ❖ Influential and Prominent Women, April 2014
- ❖ Presidents' Good Steward Award, April 2013
- ❖ New Futures Group Advocacy in Action Award, October 2012
- ❖ Certification in Public Health, The National Board of Public Health Examiners (NBPHE), August 2008
- ❖ Charter Class of Certified in Public Health, December 2008
- ❖ Northeast Regional Public Health Leadership Institute Scholars Program, Graduate July 2008

EDUCATION

- ❖ DrPH, Leadership Program University of Illinois at Chicago Graduate College School of Public Health 2015 DrPH Cohort
- ❖ Master of Science, Nursing
Nursing Education Track
Rivier University, December 2013
- ❖ Master of Public Health - Social and Behavioral Health, Disease and Health Promotion Concentration
Boston University School of Public Health, May 2002
- ❖ Bachelor of Science, Nursing Rivier-St Joseph School of Nursing, May 1997 Summa Cum Laude
- ❖ Associate of Science, Nursing Rivier-St. Joseph School of Nursing, May 1996
- ❖ Bachelor of Science, Biology (Minor: Chemistry) Montclair University, January 1986

JANET L. GRAZIANO, CPA

SUMMARY

Financial professional with strong accounting and auditing skills. Experience in managing staff in a project environment and developing enhancements to internal controls, operational efficiency and profitability. Strong problem-solving, organizational, supervisory and communication skills.

EXPERIENCE

2010 – Present

CITY OF NASHUA, Nashua, NH

Senior Finance Manager

- Responsible for overseeing all financial transactions for General Government to ensure compliance with city policies, ordinances, and GASB
- Oversee and prepare all financial reports for federal, state, and private grants and ensure that spending is in accordance with grant criteria
- Prepare annual budget for Aldermanic approval
- Develop policies and procedures to ensure proper internal controls and efficiencies
- Consult with Division Directors on best practices regarding contracts and other procurement issues
- Train and assist staff in following City policies and procedures
- Team lead on implementation of ERP Lawson Procurement Module
- Developed training materials and manuals, and trained all City users in new procurement process
- Assist CFO with special projects

2005 – 2009

DANIEL WEBSTER COLLEGE, Nashua, NH

Senior Accountant

- Maintain general ledger through preparation of draft financial statements and reconcile all accounts on a monthly basis. Reduced number of old reconciling items from greater than three months to current, ensuring items clear on a timely basis.
- Maintain and prepare all Endowment Fund accounting and calculations.
- Compile institution's operating budget detail and assist department heads with budget preparation. Prepare and distribute all reports to department heads and act as point person for resolving issues.
- Created efficiencies in accounting processes by automating items that were previously prepared manually
- Spearheaded changes in gift processing collaborating with Development office to create further efficiencies.
- Worked with outside software vendor (SCAN) to create efficiencies in processing data thereby reducing month-end accounting process by three to five days
- Participated in analysis and implementation of installing new copiers on campus. Ensured that all new copiers would have scanning and printing capabilities creating efficiencies college-wide.
- Prepare all audit schedules and work with external auditors

1999 - 2006

LEGAL ADVICE AND REFERRAL CENTER, Concord, NH

(Grantee of Legal Services Corporation, a private, non-profit corporation established by the U.S. Congress)

Controller

Oversee bookkeeper's activities, ensure that financial records are maintained in accordance with governmental regulations, prepare monthly financial statements, and provide assistance with annual audit. Managed all grant funding. Worked directly with Executive Director preparing annual budget and all grant reporting.

Janet L. Graziano, CPA

1998 – 1999

SUPERIOR COFFEE AND FOODS, Bow, NH (*a subsidiary of Sara Lee Corporation*)

Financial Consultant

- Assisted the Vice President of Route Operations and Finance Director in various projects, such as budgeting, forecasting, customer profitability analysis, route efficiency analysis, and other projects on an ongoing basis.

1996 - 1998

Financial Planning & Analysis Manager, Eastern Division

- Managed Customer Service and Credit and Collection Departments (2 direct and 7 indirect reports).
- Analyzed financial results and provided top management with information on the Eastern division's financial performance (in total and for four different business segments).
- Implemented and administered Company policies and procedures for finance, credit and customer service.
- Established additional procedures for internal controls over credit and collection procedures.
- Prepared and managed budgeting and forecasting processes for entire division (\$100 million in sales).
- Analyzed customer profitability, and due to errors found saved the company approximately \$150,000 in my first year.
- Responsible for profitability of in-house company store and reduced year-end inventory shrink from \$30,000 to \$100.
- Liaison with Internal Audit department to communicate any audit points found and ensure recommendations were followed.
- Monitored accounts payable, equipment, accounts receivable, and notes receivable.

1993 - 1996

BANC ONE NEW HAMPSHIRE ASSET MANAGEMENT CORPORATION,

Manchester, NH (*a subsidiary of Banc One Corporation*)

Audit Supervisor

- Responsible for conducting the higher risk and more complex financial and operational audits for this \$1.7 billion asset servicing company.
- Extensive experience developing audit strategy, directing and training staff, and communicating audit results and recommendations both orally and in written reports to senior management and committees.
- Demonstrated ability in accurately identifying audit risks, assessing internal controls and providing creative solutions while performing within strict budget guidelines.
- Conducted ongoing analysis and evaluation of financial performance and assisted management by leading or participating in special projects or studies.
- Coordinated training for the Audit department including identifying cost-effective programs for individual staff development.
- Consistently achieved above-average ratings on all performance reviews.
- Skilled in identifying and developing individual employee strengths and utilizing them in a team environment.
- Assisted in the recruitment and review of new hires within the department.
- Recognized as BONHAM's Employee of the Month for completing a major regulatory project within strict time and budget constraints and with complete client satisfaction.

EDUCATION

NORTHEASTERN UNIVERSITY, School of Business, Boston, MA

B.S., Business Administration, *cum laude*

Concentrations in both Accounting and Finance

CERTIFIED PUBLIC ACCOUNTANT, 3 years experience from PricewaterhouseCoopers

Janet L. Graziano, CPA

VOLUNTEER EXPERIENCE

- Obtained Merrimack School Board Approval for Merrimack High School Swim Team, created Merrimack High School Swim Booster Club, prepared all filings for non-profit 501(c)(3) status and worked with IRS to obtain approval
- Treasurer, Merrimack High School Swim Booster Club – 2 years
- Treasurer, Merrimack Boy Scout Troop 15 – 4 years
- Secretary, Merrimack Youth Baseball – 3 years

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: City of Nashua Health Department

Name of Contract: Healthy Home & Lead Poisoning Prevention Case Management
SS-2017-DPHS-07-HHLPP

BUDGET PERIOD: 10/1/2018 to 6/30/2019				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Bobbie Bagley	Director of PHCS	\$74,917	0.00%	\$0.00
Janet Graziano	Senior Finance Manager	\$66,526	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

BUDGET PERIOD: SFY 2020				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Bobbie Bagley	Director of PHCS	\$104,883	0.00%	\$0.00
Janet Graziano	Senior Finance Manager	\$91,809	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

BUDGET PERIOD: 7/1/2020 - 9/30/2020				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Bobbie Bagley	Director of PHCS	\$26,696	0.00%	\$0.00
Janet Graziano	Senior Finance Manager	\$23,205	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00



Jeffrey A. Meyers
Commissioner

Marcella J. Bobinsky
Acting Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964



#12A mac
GHC Approved 12-7-2016

October 20, 2016

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, to enter into a **sole source** agreement with City of Nashua Health Department, Vendor #177447-B011, 18 Mulberry Street, Nashua, NH 03060, in an amount not to exceed \$50,000, to provide Healthy Homes and Lead Poisoning Prevention and care coordination services, effective upon Governor and Council approval through September 30, 2018. Funds are 60% Federal Funds, 40% Other Funds (Lead Poisoning Prevention Revolving Fund).

Funds are available in the following accounts for SFY 2017, and are anticipated to be available in SFY 2018 and SFY 2019, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-90-901510-7964 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, CHILDHOOD LEAD

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 17	102-500731	Contracts for Prog Svc	90036000	11,250
SFY 18	102-500731	Contracts for Prog Svc	90036000	15,000
SFY 19	102-500731	Contracts for Prog Svc	90036000	3,750
			Sub Total	\$30,000

05-95-90-901510-5698 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, 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 17	102-500731	Contracts for Prog Svc	90037002	7,500
SFY 18	102-500731	Contracts for Prog Svc	90037002	10,000
SFY 19	102-500731	Contracts for Prog Svc	90037002	2,500
			Sub Total	\$20,000
			TOTAL	\$50,000

EXPLANATION

This is a **sole source** agreement with the City of Nashua Health Department because of the high percentage of lead poisonings in Nashua (16% 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.

Funds in this agreement will provide community-based lead poisoning care coordination to families with children under the age of six (6) living in Nashua who have elevated blood lead levels >5 micrograms per deciliter (mcg/dl). Previously, community based lead poisoning care coordination was provided to families with children under the age of six (6) whose elevated blood lead levels were >10 micrograms per deciliter (mcg/dl). However, in 2015, the General Court amended the Lead Paint Prevention and Control Law, RSA 130-A, to increase the screening and care coordination of children with blood lead levels greater than 5 mcg/dl.

Community-based childhood lead poisoning care coordination helps to ensure that any child with an 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 levels, 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 forty (40) children yearly, under the age of six (6). The City of Nashua Health Department will also assist with prevention activities, including technical assistance, to families and property owners to create and maintain lead-safe housing.

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, approximately forty (40) children per year residing in the greater Nashua area under age six (6) with elevated blood lead levels, may not receive lead poisoning care coordination services.

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

- In year one, increase to 75%, screening rates (capillary and venous) of children 12-23 months living in the City of Nashua.
- In year one, increase to 55%, screening rates (capillary and venous) of children 24-35 months living in the City of Nashua.
- In year two, increase to 80%, screening rates (capillary and venous) of children 12-23 months living in the City of Nashua.
- In year two, increase to 60%, screening rates (capillary and venous) of children 24-35 months living in the City of Nashua.
- Provide nurse case management services to a minimum of ten (10) children under the age of six (6) with elevated blood lead levels >10 mcg/dl each contract year.


Area served: Nashua.

Source of Funds: 60% Federal Funds from the Centers for Disease Control and Prevention, NH – Reduced Lead Poisoning of Children Grant and 40% Other Funds (Lead Poisoning Prevention Revolving Fund).

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 3

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

Respectfully submitted,



Marcella J. Bobinsky, MPH
Acting Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: Healthy Home & Lead Poisoning Prevention Case Management SS-2017-DPHS-07-HHLPP

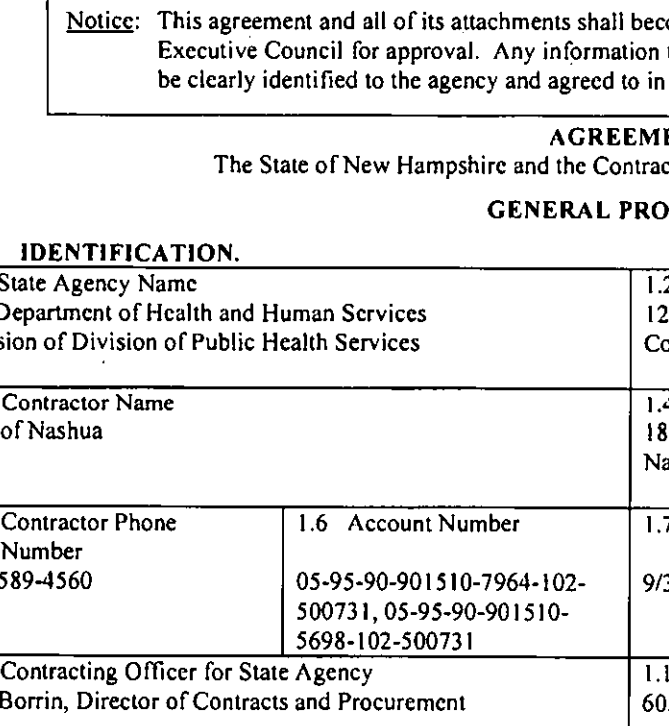
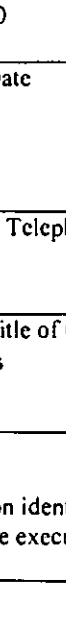

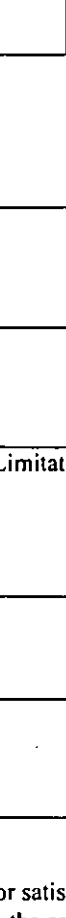
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name City of Nashua		1.4 Contractor Address 18 Mulberry Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-589-4560	1.6 Account Number 05-95-90-901510-7964-102-500731, 05-95-90-901510-5698-102-500731	1.7 Completion Date 9/30/2018	1.8 Price Limitation \$50,000
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jim Donchess Mayor	
1.13 Acknowledgement: State of _____, County of _____ On <u>October 5, 2016</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.			
1.13.1 Signature of Notary Public or Justice of the Peace _____ [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Kimberly Kleiner, Special Assistant to the Mayor</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Marcella J. Bobinsky, MPH Acting Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  <u>Megan A. York - Attorney</u> 11/4/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials

Date

[Handwritten Signature]
[Handwritten Date: 10/15/16]

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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


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

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

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

Contractor Initials

Date


10/5/16

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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


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

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

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

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

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

Contractor Initials 
Date 12/10/16



Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

The Contractor shall:

- 2.1. Provide healthy home and lead poisoning prevention care coordination for children living in the City of Nashua less than six years of age with elevated blood leads throughout the contract term. Families living in Nashua with children with elevated blood levels over five micrograms per deciliter ($\mu\text{g}/\text{dL}$) are eligible for childhood lead poisoning care coordination services. The services shall include outreach and education, case management, and partner leadership.
- 2.2. Provide Nurse Case Management services to children less than six years of age with a confirmed elevated blood lead greater than $10 \mu\text{g}/\text{dL}$ in accordance with the Healthy Home & Lead Poisoning Prevention Program (HHLPPP) *2016 Nurse Care Coordination Guidance document* and the *2015 New Hampshire Childhood Lead Poisoning Prevention Screening and Management Guidelines*. All Lead Case management services are to be provided by a Registered Nurse (RN) or Licensed Practical Nurse (LPN) under the direction of an RN; or a certified Medical Assistant (MA) under the direction of a licensed physician.
- 2.3. In accordance with the *RSA 130-A:6-a Property Owner Notification, Lead Paint Poisoning Prevention and Control*, provide education and outreach services to owners of a dwelling or dwelling unit where a child(ren) less than six years of age with an elevated blood lead (capillary or venous) between 5 to $9.9 \mu\text{g}/\text{dL}$ resides.
- 2.4. In accordance with the *RSA 130-A:6-b Parent Notification, Lead Paint Poisoning Prevention and Control*, provide education and outreach services to children less than six years of age with an elevated blood lead (capillary or venous) between 5 to $9.9 \mu\text{g}/\text{dL}$ resides.
- 2.5. Coordinate lead case management home visits with the DHHS, HHLPPP Environmentalist home in accordance with the time table included within the 2016

[Handwritten Signature]
Date 10/5/16



Nurse Care Coordination Guidance document for children less than six years of age with a confirmed blood lead level of 10 µg/dL or greater.

- 2.6. Conduct a Healthy Homes *One-Touch* Assessment during each home visit that includes the appropriate education and referrals.
- 2.7. Participate in the Nashua Healthy Homes Meeting to coordinate Healthy Home *One-Touch* referrals with regional partners and to address healthy home and lead poisoning prevention.
- 2.8. Participate in quarterly Nurse Case Management meetings coordinated by the DHHS, HHLPPP to review and develop protocols, review case load, logistics and identify and remove barriers to successful case management.
- 2.9. Provide Healthy homes and lead poisoning prevention outreach and education to providers, Woman, Infant and Children (WIC) programs, Head Start, refugee and immigrant organizations. This can be achieved through events, e-mails, letters, handouts and website.
- 2.10. Provide outreach and education to the Nashua Healthy Homes Committee, Federally Qualified Health Centers, pediatric providers, Woman, Infant and Children (WIC) programs, Head Start, and providers to increase lead screening rates for one and two year olds.
- 2.11. Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS, HHLPPP prior to initiating any research related to this contract.
- 2.12. The Contractor and the DHHS, HHLPPP shall ensure secure transfer of medical information in the case management records.

3. Staffing

3.1. New Hires

- 3.1.1. The Contractor shall notify the Department of Health and Human Services' (DHHS), HHLPPP 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.

3.2. Vacancies

- 3.2.1. The Contractor must notify the DHHS, HHLPPP 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 DHHS, HHLPPP must be notified in writing if at any time the site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

3.3. Staff employed or subcontracted by the Contractor shall meet the following:


Date 10/5/16



- 3.3.1. 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;
- 3.3.2. Have 2 years' experience working with families in a health care support capacity;
- 3.3.3. Work in coordination with a licensed multidisciplinary team, including but not limited to physicians, and/or other licensed health care professionals; and
- 3.3.4. For LPNs and MAs only, implement nursing care plans and/or case management plans under the direction of an RN or licensed physician, as appropriate.

4. Quality or Performance Improvement (QI/PI)

4.1. Workplans

- 4.1.1. The Contractor shall develop a Performance Work Plan that will be delivered to the DHHS, HHLPPP within 30 days after the effective date of the Contract. This Work plan will be used to monitor achievement of standard measures of performance of the services provided under this contract. The work plan is a key component of the DHHS performance-based contracting system and of this contract. The Contractor shall incorporate required and developmental performance measures, defined by the DHHS into the agency's Quality Improvement/Performance Indicator (QI/PI) plan. Reports on Work plan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets.
- 4.1.2. The Contractor shall comply with minor modifications and/or additions to the work plan and annual report format as requested by DHHS, HHLPPP. The DHHS, HHLPPP will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.
- 4.1.3. Within 30 days of the end of each calendar month throughout the contract period, provide the DHHS, HHLPPP with an electronic listing of new and on-going elevations $>5 \mu\text{g/dL}$ for whom education and outreach, and those children $> 10 \mu\text{g/dL}$ where case management services have been provided. Reports shall be made utilizing Microsoft Excel Software in an electronic format The report shall contain for each newly identified case of lead poisoning:
 - 4.1.3.1. Name,
 - 4.1.3.2. Date of birth,
 - 4.1.3.3. Address,
 - 4.1.3.4. Race/ethnicity,
 - 4.1.3.5. Date of nursing assessment home visit,

[Handwritten Signature]
Date 10/5/16



- 4.1.3.6. Medicaid enrollment status,
- 4.1.3.7. Date of referral for environmental inspection,
- 4.1.3.8. Dates and location of chelation treatment if known,
- 4.1.3.9. Chelating agent (if known),
- 4.1.3.10. Dose,
- 4.1.3.11. Length of treatment and if directly observed when at home and
- 4.1.3.12. Any other pertinent diagnostic testing results

4.1.4. In accordance with the time table outlined in the *2016 Nurse Care Coordination Guidance document* provide referrals to the DHHS, HHLPPP Environmentalist for home investigations of children under six with confirmed elevated blood lead of 10 µg/dL or greater.

5. Data and Reporting Requirements

5.1. The Contractor shall submit the following data to the DHHS:

- 5.1.1. Work plans and Work plan Outcome reports according to the schedule and instructions provided by the DHHS, HHLPPP. The DHHS, HHLPPP shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
- 5.1.2. Provide to DHHS, HHLPPP within 30 days of the end of each quarter, a report narrative of all lead poisoning prevention program activities. This report shall include the status of all individuals receiving case management services, cases that have been closed or discharged with reason for such, and blood lead screening events, meetings, and outreach and education program.

6. State and Federal Laws

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

- 6.1.1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 300, effective 01/05.
- 6.1.2. 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.

7. Subcontractors

7.1. If services required to comply with this exhibit are provided by a subcontracted agency or provider, the DHHS must be notified in writing prior to initiation of the subcontract (see Exhibit C subparagraph 19).

[Handwritten Signature]
Date *05/16*



8. On Site Reviews

- 8.1. The Contractor shall allow a team or person authorized by the DHHS 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.
- 8.2. Reviews shall include client record reviews to measure compliance with this Exhibit.
- 8.3. 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.
- 8.4. On-Site reviews may be waived or abbreviated at the discretion of the DHHS.

9. Performance Measures

- 9.1. The Contractor shall ensure that following performance measures are annually achieved and monitored quarterly to measure the effectiveness of the agreement:
 - 9.1.1. In year one, increase to 75%, screening rates (capillary and venous) of children 12-23 months living in the City of Nashua.
 - 9.1.2. In year one, increase to 50%, screening rates (capillary or venous) of children 24-35 months living in the City of Nashua.
 - 9.1.3. In year two, increase to 80%, screening rates (capillary and venous) of children 12-23 months living in the City of Nashua.
 - 9.1.4. In year two, increase to 60%, screening rates (capillary and venous) of children 24-35 months living in the City of Nashua.
 - 9.1.5. Provide nurse case management services to a 100% of the children less than six years of age with elevated blood lead levels $>10 \mu\text{g/dL}$ each contract year.
 - 9.1.6. Provide education and outreach services to a 100% of the children less than six years of age with elevated blood lead level between $5 - 9.9 \mu\text{g/dL}$ each contract year.
 - 9.1.7. Provide education and outreach services to a 90% of the property owners where children less than six years of age with elevated blood lead level between $5 - 9.9 \mu\text{g/dL}$ reside each contract year.
 - 9.1.8. Attend 90% of the Nashua Healthy Homes Committee meetings for the contract term.
 - 9.1.9. Attend 100% of the DHHS, HHLPPP Nurse Case Management meetings for the contract term.
- 9.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

[Handwritten Signature]
[Handwritten Date: 12/16]



Method and Conditions Precedent to Payment

1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

1.1. This contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) numbers:

- \$30,000 - 100% federal funds from the Centers for Disease Control and Prevention, NH – Reduced Lead Poisoning of: Children, CFDA #93.753, Federal Award Identification Number (FAIN), UE1EH001271.
- \$20,000 - 100% other funds from the Lead Poisoning Prevention Revolving Fund.

Total: \$50,000

1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

2) Payment for said services shall be made monthly as follows:

2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.

2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.

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

2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email address: DPHScontractbilling@dhhs.nh.gov

3) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



Date 10/5/16

EXHIBIT B-1 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: City of Nashua Health Department

Budget Request for: Healthy Home & Lead Poisoning Prevention
(Name of RFP)

Budget Period: SFY 2018 (7/1/17 - 6/30/18)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 12,573.60	\$ 2,275.00	\$ 14,848.60	Actual costs
2. Employee Benefits	\$ 4,823.00	\$ -	\$ 4,823.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 750.00	\$ -	\$ 750.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 1,500.00	\$ -	\$ 1,500.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 300.00	\$ -	\$ 300.00	
Office	\$ 300.00	\$ -	\$ 300.00	
6. Travel	\$ 350.00	\$ -	\$ 350.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 98.40	\$ -	\$ 98.40	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,500.00	\$ -	\$ 1,500.00	
11. Printing	\$ 530.00	\$ -	\$ 530.00	
12. Staff Education and Training	\$ -	\$ -	\$ -	
14. Subcontracts/Agreements	\$ -	\$ -	\$ -	
15. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 22,725.00	\$ 2,275.00	\$ 25,000.00	

Indirect As A Percent of Direct

10.0%

Exhibit B-1 Budget

Contractor Initials:

Page 1 of 1

Date: 10/5/16

EXHIBIT B-1 BUDGET

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: City of Nashua Health Department

Healthy Home & Lead Poisoning Prevention Case
Budget Request for: Management
(Name of RFP)

Budget Period: SFY 2019 (7/1/18 - 9/30/18)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 2,539.44	\$ 570.00	\$ 3,109.44	Actual costs
2. Employee Benefits	\$ 1,071.56	\$ -	\$ 1,071.56	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 300.00	\$ -	\$ 300.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 450.00	\$ -	\$ 450.00	
Office	\$ 250.00	\$ -	\$ 250.00	
6. Travel	\$ 300.00	\$ -	\$ 300.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 76.00	\$ -	\$ 76.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 693.00	\$ -	\$ 693.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 5,680.00	\$ 570.00	\$ 6,250.00	

Indirect As A Percent of Direct

10.0%

Exhibit B-1 Budget

Contractor Initials:

Page 1 of 1

Date:

[Handwritten Signature]
[Handwritten Date: 10/5/18]



SPECIAL PROVISIONS

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

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

[Handwritten Signature]
Date 10/5/16



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

[Handwritten Signature]
Date *05/16*

New Hampshire Department of Health and Human Services
Exhibit C



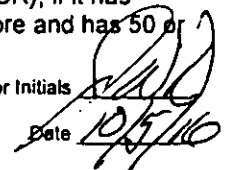
Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

Contractor Initials

Date

Handwritten signature and date: 10/5/16



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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

[Handwritten Signature]
Date 10/5/16



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

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

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.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

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: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the 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 thereunder.

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

[Handwritten Signature]
Date *1/5/16*



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Extension:**

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

[Handwritten Signature]
Date 10/15/16



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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


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

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

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


Date 10/5/16



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

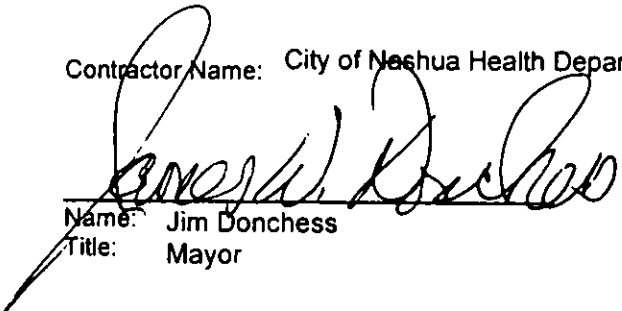
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements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

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

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

10/5/16
Date

Contractor Name: City of Nashua Health Department


Name: Jim Donchess
Title: Mayor



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

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

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

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

Contractor Name: City of Nashua Health Department

Date

10/5/16

Name: Jim Donchess
Title: Mayor

Exhibit E - Certification Regarding Lobbying

Contractor Initials

Date

PKD
10/5/16



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: City of Nashua Health Department

10/5/16
Date


Name: Jim Donchess
Title: Mayor

Contractor Initials


Date 10/5/16



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

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:

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


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

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

Exhibit G

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

Contractor Initials


Date 10/5/16

New Hampshire Department of Health and Human Services
Exhibit G



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

The 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 comply with the provisions indicated above.

Contractor Name: City of Nashua Health Department

10/5/16
Date

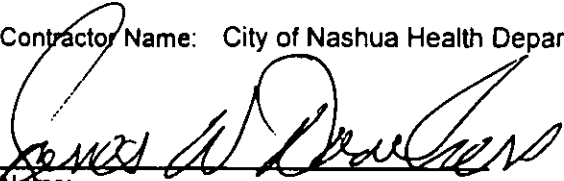

Name: Jim Donchess
Title: Mayor

Exhibit G

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

Contractor Initials JLD

Date 10/5/16



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 Name: City of Nashua Health Department

10/5/16
Date


Name: Jim Donchess
Title: Mayor

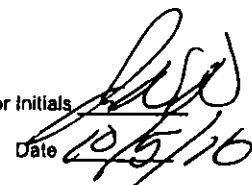

Date 10/5/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated 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 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

[Handwritten Signature]
Date 10/5/16



Exhibit I

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

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

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

[Handwritten Signature]
Date 10/5/10



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

[Handwritten Signature]
Date 10/5/16



Exhibit I

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

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

3/2014

Contractor Initials

Date

[Handwritten Signature]
Date 10/5/16



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

[Handwritten Signature]
Date 10/5/16



Exhibit I

- 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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
The State

Marcella J. Bobinsky
Signature of Authorized Representative

Marcella J. Bobinsky, MPH
Name of Authorized Representative

Acting Director
Title of Authorized Representative

10/26/16
Date

City of Nashua Health Department
Name of the Contractor

Jim Donchess
Signature of Authorized Representative

Jim Donchess
Name of Authorized Representative

Mayor
Title of Authorized Representative

10/5/16
Date

Contractor Initials JWD
Date 10/5/16



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 Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward 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:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: City of Nashua Health Department

10/15/10
Date


Name: Jim Donchess
Title: Mayor



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: 958298218
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

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

NO YES

If the answer to #3 above is YES, stop here

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

[Handwritten Signature]
[Handwritten Date: 12/19/10]