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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: 1-800-735-29644



Jeffrey A. Meyers
Commissioner

Lisa Morris, MSSW
Director

July 25, 2017

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 enter into a **sole source** Amendment to exercise a renewal option with the Manchester Health Department, Purchase Order #1045620, Vendor #177433-B009, 1528 Elm Street, Manchester, NH 03101, by increasing the Price Limitation by \$80,000 from \$80,000 to an amount not to exceed \$160,000 to continue providing Healthy Homes and Lead Poisoning Prevention and case management services, and to extend the completion date from August 31, 2017 to August 31, 2019, effective upon the date of Governor and Council approval. The original contract was approved by Governor and Council on July 22, 2015, Item #24. 28% Federal Funds and 72% Other Funds.

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019 and are anticipated to be available in State Fiscal Year 2020, 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.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2016	102-500731	Contracts for Prog Svc	90037002	\$33,330	0	\$33,330
2017	102-500731	Contracts for Prog Svc	90037002	\$25,000	0	\$25,000
2018	102-500731	Contracts for Prog Svc	90037002	0	\$25,000	\$25,000
2019	102-500731	Contracts for Prog Svc	90037002	0	\$25,000	\$25,000
2020	102-500731	Contracts for Prog Svc	90037002	0	\$6,670	\$6,670
			<i>Subtotals:</i>	\$58,330	\$56,670	\$115,000

**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, LEAD
 PREVENTION**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2016	102-500731	Contracts for Prog Svc	90036000	0	0	0
2017	102-500731	Contracts for Prog Svc	90036000	\$15,000	0	\$15,000
2018	102-500731	Contracts for Prog Svc	90036000	\$6,670	\$8,330	\$15,000
2019	102-500731	Contracts for Prog Svc	90036000	0	\$15,000	\$15,000
2020	102-500731	Contracts for Prog Svc	90036000	0	0	0
			<i>Subtotals:</i>	\$21,670	\$23,330	\$45,000
			TOTALS:	\$80,000	\$80,000	\$160,000

EXPLANATION

This is a **sole source** Amendment with the Manchester Health Department because of the high percentage of lead poisonings in Manchester, Auburn and Goffstown (forty percent (40%) of all cases in the State), as well as the Contractor's established experience with case management and providing technical assistance to families and medical systems for lead poisoning.

Manchester, Auburn and Goffstown are designated as highest-risk areas due to an increased prevalence of risk factors for lead poisoning that include age of house, children on Medicaid and children living in poverty. Community based childhood lead poisoning case management 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, treatment coordination, referrals, data collection, provision of health information and counseling on how to maintain lead-safe housing.

The Manchester Health Department will provide community based lead poisoning care coordination to families with children under the age of six (6) who have elevated blood lead levels greater than five (5) micrograms per deciliter (mcg/dl) in accordance with RSA 130-A:6(a)(b) Lead Poisoning Prevention and Control. Medical nurse case management services through the Agreement will be provided to a minimum of thirty (30) children yearly, under the age of six (6) with an elevated blood lead level greater than ten (10) mg/dl in accordance with RSA 130-A:2(f). The Manchester Health Department will also assist with prevention activities, including technical assistance, to families and property owners to create and maintain lead-safe housing.

The following performance measures/objectives will be monitored quarterly to measure the effectiveness of the agreement:

- Increase the existing testing rates for one (1) and two (2) year olds living in Manchester, Auburn and Goffstown from sixty-one percent (61%) and forty-one percent (41%) respectively, by five percent (5%).

- Provide outreach letters to one hundred percent (100%) of parents with children under the age of six (6) with elevated blood lead levels (capillary and venous) between 5 and 9.9 mcg/dl.
- Provide outreach letters to one hundred percent (100%) of property owners of rental units where children under the age of six (6) with elevated blood lead levels (venous) between 5 and 9.9 mcg/dl reside.
- Provide medical nurse case management services to a minimum of thirty (30) children under the age of six (6) with elevated blood lead levels greater than ten (10) mcg/dl each contract year.
- Provide outreach and education to a minimum of twenty (20) clinicians annually on the importance of testing children under the age of six (6) for elevated blood lead levels.

As referenced in the Exhibit C-1 of the original contract, the Department reserves the right to extend the Agreement for 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. The Division is exercising this renewal option.

Should the Governor and Executive Council not authorize this request, approximately thirty (30) children per year, residing in the Greater Manchester Public Health Region under age six (6) with elevated blood lead levels, may not receive lead poisoning case management services.

Area served: Manchester, Auburn and Goffstown

Source of Funds: 28% Federal Funds from the United States Centers for Disease Control and Prevention, New Hampshire Reduced Lead Poisoning of Children Grant and 72% Other Funds from the Revolving Lead Poisoning Prevention Fund.

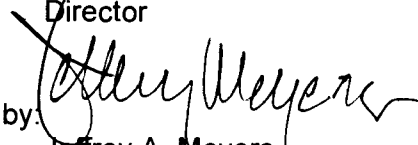
In the event that Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

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 Homes & Lead Poisoning Prevention and Case Management Services

This 1st Amendment to the Healthy Homes & Lead Poisoning Prevention and Case Management Services contract (hereinafter referred to as "Amendment One") dated this 15 day of June, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Health Department, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 1528 Elm Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 22, 2015, Item #24, 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 the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

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 as follows:

1. Amend Form P-37, Block 1.7, to read August 31, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$80,000 from \$80,000 to read: \$160,000
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Delete Exhibit A in its entirety and replace with Exhibit A Amendment #1.
6. Delete Exhibit B in its entirety and replace with Exhibit B Amendment #1.

S.G.

7/5/17



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

7. Amend Budget to add:
- Exhibit B-1 Amendment #1 Budget
 - Exhibit B-2 Amendment #1 Budget
 - Exhibit B-3 Amendment #1 Budget

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

7/26/17
 Date

Lisa Morris
 Name: Lisa Morris, MSSW
 Title: Director

Manchester Health Department

7/5/17
 Date

Theodore Gatsas
 Name: Theodore Gatsas
 Title: Mayor

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on July 5, 2017, 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 this document in the capacity indicated above.

Victoria L. Ferraro
 Signature of Notary Public or Justice of the Peace

Victoria L. Ferraro, Constituent Services Rep.
 Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

VICTORIA L. FERRARO, Notary Public
My Commission Expires June 24, 2020

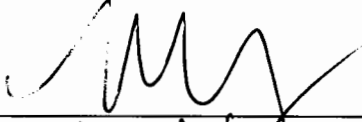
New Hampshire Department of Health and Human Services
Healthy Homes & Lead Poisoning Prevention and Case Management Services



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

OFFICE OF THE ATTORNEY GENERAL

7/31/17
Date


Name: Megan A. Fay
Title: Attorney

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:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor 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 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.
- 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 biennium.

2. Scope of Services

- 2.1. The Contractor shall provide healthy home and lead poisoning prevention services to a minimum of 30 children living in Manchester, Goffstown and Auburn under the age of six years of age throughout the contract term. Families living in these communities with children with confirmed elevated venous blood levels over ten micrograms per deciliter (10 mcg/dl), are eligible for childhood lead poisoning case management services. The services shall include case management, outreach and education and referrals.
- 2.2. Provide Nurse Case Management services to children less than six years of age with a confirmed elevated blood lead greater than 10 micrograms per deciliter in accordance with the 2017 Best Practices on Lead Case Management Guidance document.
- 2.3. In accordance with RSA 130-A:6 (b) send outreach materials via U.S. mail to the parents of any child with a blood lead level of ≥ 5 mcg/dL. Letters will inform parents who are tenants to work with the property owner and advise against engaging in renovation, repair, or painting activities themselves. Letters will also inform parents who own and occupy the house in which the child resides of resources for identifying and eliminating lead hazards, including the Renovation, Repair, and Painting Program.
- 2.4. In accordance with RSA 130-A:6 (a) send outreach materials via U.S. mail to the owner of a rental unit where the child resides with a confirmed venous EBLL



between 5 and 9.9 mcg/dL. Letters will include information about the health hazards of lead poisoning, standards for identifying and eliminating lead hazards, and the federal Renovation, Repair, and Painting Program.

- 2.5. Make referrals to the HHLPPP Environmentalist for investigations in accordance with the time table included within the 2017 Best Practices in Lead Case Management Guidance document for children with a confirmed venous blood lead level of 10 mcg/dL or greater.
- 2.6. Facilitate and coordinate all meeting logistics, and provide leadership and oversight to the local lead advisory committee to address healthy home and lead poisoning prevention. Meetings of this group shall be held, at a minimum, three times a year.
- 2.7. Provide healthy home and lead poisoning prevention outreach and education to providers, Community Health Centers, WIC, Head Start, refugee and immigrant organizations on the dangers of lead poisoning and the importance of increasing testing rates for children under the age of six. This can be achieved through events, e-mails, letters, handouts and website.
- 2.8. Provide at least one (1) educational session within the Elliot affiliated pediatric practices on the dangers of lead poisoning and the importance of testing children under the age of six for elevated blood lead.
- 2.9. Provide at least one (1) educational session within the Catholic Medical Center affiliated pediatric practices on the dangers of lead poisoning and the importance of testing children under the age of six for elevated blood lead.
- 2.10. Coordinate with the HHLPPP to utilize the newly developed CDC software system; Healthy Homes & Lead Poisoning Surveillance System (HHL PSS) as it is made available, for coordination and documentation of Nurse Case Management services.
- 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. Case management services shall be provided in accordance with the 2017 Best Practices in Lead Case Management and the most current version of the New Hampshire Childhood Lead Poisoning Screening and Management Guidelines.
- 2.13. The Contractor and the HHLPPP shall ensure secure transfer of medical information in the case management records through a secure File Transfer Protocol (sFTP) site established by the DHHS.
- 2.14. The Contractor will be responsible to attend and participate in the tri-annual nurse case management/care coordination meetings.
- 2.15. Collaborate with the HHLPPP Environmentalist on the collection of water samples in the home of every child under the age of six with a confirmed elevated blood lead



greater than 10 mcg/dL. Distribute educational information to these families on the dangers of drinking water with elevated lead levels.

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 becomes vacant. 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.

3.3. Staff employed or subcontracted by the Contractor 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. Workplans

- 4.1.1. A Performance Work plan is required annually for this program and is 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.

J.G.

7/5/17



- 4.1.2. The Contractor shall comply with minor modifications and/or additions to the work plan and annual report format as requested by HHLPPP. The 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 HHLPPP with an electronic listing of new and on-going cases for whom case management services have been provided. The list shall contain for each newly identified case of lead poisoning: name, date of birth, address, race/ethnicity, date of nursing assessment home visit, Medicaid enrollment status, date of referral for environmental inspection, dates and location of chelation treatment if known, chelating agent (if known), dose, length of treatment and if directly observed when at home and any other pertinent diagnostic testing results
- 4.1.4. In accordance with the time table outlined in the 2017 Best Practices in Lead Case Management *Guidance* document, provide referrals to the HHLPPP Environmentalist for home investigations of children under six with confirmed elevated blood lead of 10 µg/dL or greater.
- 4.1.5. As requested by the HHLPPP, provide feedback from the Manchester Health Department information technology personnel on the implementation of the newly developed web-based CDC Healthy Homes & Lead Surveillance System software for case management services.

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 HHLPPP. The HHLPPP shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
 - 5.1.2. Within 30 days of the end of each quarter throughout the contract period, provide the HHLPPP with a report of outreach and educational efforts to increase the awareness of lead poisoning and the importance of testing children under the age of six that are coordinated through email, mailings, website, social media and meetings, minutes from the triannual lead committee and details of clinical outreach events.

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).

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 Manchester.
- 9.1.2. In year one, increase to 55%, screening rates (capillary and venous) of children 24-35 months living in the City of Manchester.
- 9.1.3. In year two, increase to 80%, screening rates (capillary and venous) of children 12-23 months living in the City of Manchester
- 9.1.4. In year two, increase to 60%, screening rates (capillary and venous) of children 24-35 months.
- 9.1.5. Provide nurse case management services to a minimum of 30 children under the age of six with elevated blood lead levels >10 mcg/dl each contract year.
- 9.1.6. Facilitate and coordinate quarterly meetings of a local lead committee at a minimum of four (4) meetings annually.
- 9.1.7. Attend and participate in a minimum of three statewide nurse case management/care coordination meetings annually.

**New Hampshire Department of Health and Human Services
Healthy Homes & Lead Poisoning Prevention and Case Management Services
Exhibit A Amendment #1**



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- 9.1.8. Provide outreach letters to 100% of parents with children under the age of six with elevated blood leads (capillary and venous) between 5 – 9.9 mcg/dL.
 - 9.1.9. Provide outreach letters to 100% of property owners living in rental units with children under the age of six with elevated blood leads (capillary and venous) between 5 – 9.9 mcg/dL.
 - 9.1.10. Provide outreach and education to a minimum of 20 clinicians annually in the importance of testing children under the age of six for elevated blood lead.
- 9.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

J.G.
7/5/17



Exhibit B Amendment #1

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:
 - Federal funds from the US Centers for Disease Control and Prevention, NH – Reduced Lead Poisoning of Children, CFDA #93.753, Federal Award Identification Number (FAIN), NUE1EH001271.
 - 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 to DPHScontractbilling@dhhs.nh.gov or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
- 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 adjusting 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.

J.G.
Date 7/15/17

Exhibit B-1 Amendment #1 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Manchester Health Department

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

Budget Period: SFY 2018 (9/1/17 - 6/30/18)

1. Total Salary/Wages	\$ 26,680.21	\$ -	\$ 26,680.21
2. Employee Benefits	\$ 5,749.79	\$ -	\$ 5,749.79
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 800.00	\$ -	\$ 800.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 100.00	\$ -	\$ 100.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 33,330.00	\$ -	\$ 33,330.00

Indirect As A Percent of Direct

0.0%

Contractor Initials: J.G.

Date: 1/5/17

Exhibit B-2 Amendment #1 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Manchester Health Department

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

Budget Period: SFY 2019 (7/1/18 - 6/30/19)

1. Total Salary/Wages	\$ 32,264.44	\$ -	\$ 32,264.44
2. Employee Benefits	\$ 6,435.56	\$ -	\$ 6,435.56
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 1,200.00	\$ -	\$ 1,200.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 100.00	\$ -	\$ 100.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 40,000.00	\$ -	\$ 40,000.00

Indirect As A Percent of Direct

0.0%

Contractor Initials: J.G.

Date: 7/5/17

Exhibit B-3 Amendment #1 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Manchester Health Department

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

Budget Period: SFY 2020 (7/1/19 - 8/31/19)

1. Total Salary/Wages	\$ 5,584.22	\$ -	\$ 5,584.22
2. Employee Benefits	\$ 885.78	\$ -	\$ 885.78
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 200.00	\$ -	\$ 200.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 6,670.00	\$ -	\$ 6,670.00

Indirect As A Percent of Direct

0.0%

Contractor Initials: J.G.

Date: 7/5/17

CERTIFICATE OF VOTE

I, Heather Freeman, do hereby certify that:
(Name of the City Clerk of the Municipality)

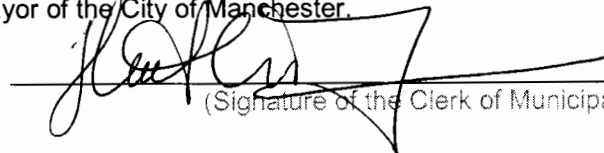
1. I am a duly elected Assistant City Clerk of the City of Manchester.
2. The following is a true copy of an action duly adopted at a meeting of the Board of Mayor and Aldermen duly held on June 13, 2017:

RESOLVED: That this Municipality enter into a contract amendment with the State of New Hampshire, Department of Health and Human Services.

RESOLVED: That Theodore Gatsas
(Mayor of the City of Manchester)
hereby is authorized on behalf of this municipality to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing action has not been amended or revoked, and remains in full force and effect as of the July 5, 2017.

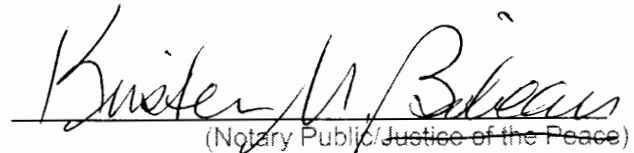
4. Theodore Gatsas is the duly elected Mayor of the City of Manchester.


(Signature of the Clerk of Municipality)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 5th day of July, 2017, by Heather Freeman.


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

KRISTEN M. BIBEAU, Notary Public
Commission Expires: August 14, 2018



**City of Manchester
Office of Risk Management**

Harry G. Ntupalis
Risk Manager

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

CERTIFICATE OF COVERAGE
N.H. DEPARTMENT OF HEALTH & HUMAN SERVICES
Division of Public Health Services
29 Hazen Drive
Concord, New Hampshire 03301-6504

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

	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	975
WORKER'S COMPENSATION	Statutory Limits	

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

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD

To cover State Case Management Services contract between the City of Manchester Health Department and the New Hampshire Division of Public Health Services.

Issued the 23rd day of April, 2013.



Risk Manager

Timothy M. Soucy, MPH, REHS
Public Health Director

Anna J. Thomas, MPH
Deputy Public Health Director



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

CITY OF MANCHESTER
Health Department

MISSION STATEMENT

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

VISION STATEMENT

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

1528 Elm Street • Manchester, New Hampshire 03101 • (603) 624-6466
Administrative Fax: (603) 624-6584, Community Health Fax: (603) 665-6894
Environmental Health & School Health Fax: (603) 628-6004
E-mail: health@manchesternh.gov • Website: www.manchesternh.gov/health

Timothy M. Soucy, MPH, REHS
Public Health Director



Anna J. Thomas, MPH
Deputy Public Health Director

CITY OF MANCHESTER *Health Department*

Board of Mayor & Aldermen

Mayor

Theodore L. Gatsas

Ward 1 Alderman
Kevin J. Cavanaugh

Ward 2 Alderman
Ron Ludwig

Ward 3 Alderman
Patrick Long

Ward 4 Alderman
Christopher Herbert

Ward 5 Alderman
Anthony Sapienza

Ward 6 Alderman
Vacant

Ward 7 Alderman
William P. Shea

Ward 8 Alderman
Thomas Katsiantonis

Ward 9 Alderman
Barbara E. Shaw

Ward 10 Alderman
Bill Barry

Ward 11 Alderman
Normand Gamache

Ward 12 Alderman
Keith Hirschmann

At-Large Alderman
Daniel P. O'Neil

At-Large Alderman
Joseph Kelly Levasseur

Board of Health

Rosemary M. Caron, PhD, MPH, Chair

Elaine M. Michaud, Esquire, Clerk

Tanya A. Tupick, D.O.

Christopher N. Skaperdas, DMD

Stephanie P. Hewitt, MSN, FNP-BC

TIMOTHY M. SOUCY, MPH, REHS

SUMMARY OF QUALIFICATIONS

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

EDUCATION

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

PROFESSIONAL PUBLIC HEALTH EXPERIENCE

02/90 – Present: Manchester Health Department

12/06 – Present: Public Health Director

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

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

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

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

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

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

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

PROFESSIONAL CERTIFICATIONS

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

PROFESSIONAL ORGANIZATIONS

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

HONORS AND RECOGNITIONS

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

CONTINUING EDUCATION

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

COMMUNITY ACTIVITIES

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

CITY OF MANCHESTER ACTIVITIES

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

NICOLE T. LOSIER, MSN, RN

Manchester Health Department
1528 Elm Street, Manchester, NH 03101
Work: (603) 624-6466 Fax: (603) 665-6894
nlosier@manchesternh.gov

EDUCATION:

Master of Science in Nursing

University of New Hampshire

Sigma Theta Tau International Honor Society of Nursing

2007

Durham, NH

Bachelor of Science in Behavioral Neuroscience, Minor in Philosophy

Northeastern University

Magna Cum Laude • Outstanding Co-op Achievement Award • Amelia Peabody Scholar • Carl S. Ell Scholar • Dean's List • Honors Program

1996

Boston, MA

NURSING EXPERIENCE:

Public Health Nurse Supervisor

City of Manchester

Supervise Community Health staff including Certified Community Health Nurses, Community Health Nurses, Public Health Specialist, Registered Dental Hygienist and Dental Assistant • Plan, direct and evaluate community health programs • Compile monthly, quarterly, semi-annual and annual reports for community health programs • Develop and prepare budget and grant requests

March 2014 – Present

Manchester, NH

Community Health Nurse

City of Manchester

Conduct case investigations for reported communicable disease cases • Provide case management for high-risk latent Tuberculosis infections and active Tuberculosis cases • Provide clinical services including: child and adult immunizations, STD/HIV counseling & testing, Mantoux skin testing • Point person for the Tuberculosis program in Manchester

July 2013 – March 2014

Manchester, NH

School Nurse II

City of Manchester

Promote and maintain the health of school children • Obtain student health histories and maintain cumulative health records • Administer medication to students as prescribed • Develop emergency care plans and medical alert lists and review with appropriate personnel • Provide first aid • Perform health screenings and assessments • Develop health portion of Individual Education Plans • Provide individual and group health education to students and staff • Collect and maintain data on school health issues • Establish and maintain working relationships with staff, school officials, students and parents

August 2011 – June 2013

Manchester, NH

Public Health Nurse II

City of Nashua

Provide clinical services including: child and adult immunizations, STD/HIV counseling & testing, Mantoux skin testing, blood lead screening • Conduct case investigations for reported communicable disease cases • Provide case management for high-risk latent Tuberculosis infections and active Tuberculosis cases • Manage and coordinate the Tuberculosis program in Nashua (2008-2010) including producing monthly, semi-annual and annual reports • Review client healthcare records for quality assurance purposes • Manage and coordinate the Communicable Disease program in Nashua (2009-2011) including producing monthly reports • Participate in the planning and exercise of emergency preparedness activities including written plans, trainings and drills • Develop educational materials • Provide education regarding healthcare topics to individual clients, area agencies and community groups

November 2007 – August 2011

Nashua, NH

• Serve as a preceptor for undergraduate nursing students • Completed ICS 100, 200, 300, 700 & 800 training • Completed the Local Public Health Institute Series of Public Health Courses (Manchester Health Department)

**Clinical Nurse I, Fuller Unit
Elliot Hospital**

January - September 2007
Manchester, NH

Provide safe and effective nursing care in a medical surgical environment • Provide a therapeutic and trusting environment for patient care • Perform comprehensive assessments, document findings, develop, implement and evaluate nursing care plans • Effectively utilize the EPIC electronic medical record system • Familiar with catheters, nasogastric tubes, chest tubes, wound-vac dressings and ostomy appliances

RESEARCH EXPERIENCE:

Research Associate 2002 – 2005
Curis, Inc., Neuroscience Cambridge, MA

Senior Research Assistant, Dr. James Stellar's Behavioral Neuroscience Laboratory 2001 – 2002
Northeastern University, Department of Psychology Boston, MA

Graduate Student, Dr. Peter Shizgal's Behavioural Neurobiology Laboratory 1997 – 2001
Concordia University, Department of Psychology Montreal, Quebec

Laboratory Technician, Dr. Barbara Waszczak's Research Laboratory 1997
Northeastern University, Department of Pharmaceutical Sciences Boston, MA

Laboratory Technician, Dr. Ralph Loring's Research Laboratory 1996 – 1997
Northeastern University, Department of Pharmaceutical Sciences Boston, MA

Research Assistant, Dr. James Stellar's Behavioral Neuroscience Laboratory 1992 – 1996
Northeastern University, Department of Psychology Boston, MA

AFFILIATIONS

Society for Neuroscience (SFN) 1993 - 2005

NH Infection Control and Epidemiology Professionals (NHICEP) 2009 - 2011

National Association of School Nurses (NASN) 2011 - 2013

NH Communicable Disease Epidemic Control Committee (CDECC) 2014 - present

NH Childhood Lead Poisoning Prevention and Screening Commission 2016 - present

NH Public Health Association (NHPHA) 2016 - present

NH Public Health Nurses Association 2016 - present

PRESENTATIONS AND PUBLICATIONS:

Losier, N.T. (2007). Lead screening in Nashua, NH. Capstone Project.

Boucher, N.T., Bless, E., Brebeck, D., Albers, D.S., Guy, K., Rubin, L.L., & Dellovade, T.L. (2004). Treatment with hedgehog agonist reduces apomorphine – induced rotations in 6-OHDA lesioned rats. 34th Annual Meeting of the Society for Neuroscience, San Diego, CA, October, 2004.

Dellovade, T.L., Bless, E., Brebeck, D., Albers, D.S., Allendoerfer, K.L., Guy, K., **Boucher, N.T.**, & Rubin, L.L. (2004). Treatment with hedgehog agonist decreases infarct volume in rat model of stroke. 34th Annual Meeting of the Society for Neuroscience, San Diego, CA, October, 2004.

Dellovade, T.L., Bless, E., Albers, D.S., Brebeck, D., Guy, K., **Boucher, N.**, Qian, C., Munger, W., Dudek, H., and Rubin, L.L. (2003). Efficacy of Small-Molecule Hedgehog Agonists in Models of Excitotoxicity. 33rd Annual Meeting of the Society for Neuroscience, New Orleans, LA, November 2003.

Waszczak, B.L., Martin, L., **Boucher, N.**, Zahr, N., Sikes, R.W., and Stellar, J.R. Electrophysiological and behavioral output of the rat basal ganglia after intrastriatal infusion of d-amphetamine: lack of support for the basal ganglia model. *Brain Research*, 920 (2001): 170-182.

Martin, L.P., **Boucher, N.T.**, Finlay, H., Stellar, J.R., and Waszczak, B.L. (1997). Correlation of Electrophysiological and Behavioral Output of the Rat Basal Ganglia after Infusion of Dopamine (DA) Agonists: A New Approach, New Data. 27th Annual Meeting of the Society for Neuroscience, New Orleans, LA, October 1997.

Boucher, N. (1996). Effects of Substantia Innominata Lesions on Medial Forebrain Bundle Self-Stimulation Reward. Honors Thesis.

Stellar, J.R., Johnson, P.I., Hall, F.S., **Boucher, N.**, & Tehraney, P. (1995). Ipsilateral Ventral Tegmental Area Excitotoxic Lesions Do Not Reliably Disrupt Lateral Hypothalamic Self-Stimulation Reward. 25th Annual Meeting of the Society for Neuroscience, San Diego, CA, November 1995.

Stellar, J.R., Jaehn, L., & **Boucher, N.** (1993). Multiple electrode arrays, HZ-I trade-offs, and MFB reward anatomy in rats. 23rd Annual Meeting of the Society for Neuroscience, Washington, DC, November 1993.

Suzanne E. Rouleau MSN, RN, HHS

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

OBJECTIVE

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

EDUCATION

University of New Hampshire

Master of Science in Nursing December 2010

New Hampshire Institute for Local Public Health Practice

Fall 2008 Certificate Program

New Hampshire Technical Institute – Concord

Associate of Science Degree- Nursing 2004-2006

Saint Anselm College- Manchester

Bachelor Arts- Business 1985

Science Courses – 2002-2003

CLINICAL EXPERIENCES

Department of Health – City of Manchester, NH

Community Health Nurse 8/2006 – Present

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

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

PROFESSIONAL ASSOCIATION

Member of Sigma Theta Tau

Member American Nurses' Association

Member New Hampshire Nurses' Association

Member AFSCME

CERTIFICATION

CPR/AED- Adult and CPR –Child and Infant

National Environmental Health Association

Healthy Home Specialist

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Manchester Health Department

Name of Contract: Healthy Homes & Lead Poisoning Prevention & Case Management Services

BUDGET PERIOD: SFY 18 (Sep 1, 2017 - Jun 30, 2018)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Timothy M. Soucy	Public Health Director	\$143,036	0.00%	\$0.00
Nicole Losier	Community Nurse Supervisor	\$78,469	0.00%	\$0.00
Suzanne Rouleau	Community Health Nurse	\$70,158	22.74%	\$15,954.29
		\$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)				\$15,954.29

BUDGET PERIOD: SFY 19 (Jul 1, 2018 - Jun 30, 2019)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Timothy M. Soucy	Public Health Director	\$143,036	0.00%	\$0.00
Nicole Losier	Community Nurse Supervisor	\$78,469	0.00%	\$0.00
Suzanne Rouleau	Community Health Nurse	\$70,158	27.50%	\$19,293.56
		\$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)				\$19,293.56

BUDGET PERIOD: SFY 20 (Jul 1, 2019 - Aug 31, 2019)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Timothy M. Soucy	Public Health Director	\$143,036	0.00%	\$0.00
Nicole Losier	Community Nurse Supervisor	\$78,469	0.00%	\$0.00
Suzanne Rouleau	Community Health Nurse	\$70,158	4.76%	\$3,339.27
		\$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)				\$3,339.27



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



Nicholas A. Toumpas
Commissioner

Marcella J. Bobinsky
Acting Director

G&C APPROVED
Date: 7/22/15
Item # 24

June 15, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** agreement with the Manchester Health Department (Vendor #177433-B009), 1528 Elm Street, Manchester, NH 03101, in an amount not to exceed \$80,000 to provide Healthy Homes and Lead Poisoning Prevention and case management services, to be effective September 1, 2015, or date of Governor and Council approval, whichever is later, through August 31, 2017. 73% Other Funds (Revolving Lead Poisoning Prevention Fund) and 27% Federal Funds.

Funds are anticipated to be available in SFY 2016 and, SFY 2017, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

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 2016	102-500731	Contracts for Prog Svc	90037002	33,330
SFY 2017	102-500731	Contracts for Prog Svc	90037002	25,000
SFY 2018	102-500731	Contracts for Prog Svc	90037002	0.00
			Sub-total	\$58,330

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, LEAD PREVENTION

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2016	102-500731	Contracts for Prog Svc	90036000	0.00
SFY 2017	102-500731	Contracts for Prog Svc	90036000	15,000
SFY 2018	102-500731	Contracts for Prog Svc	90036000	6,670
			Sub-total	\$21,670
			TOTAL	\$80,000

EXPLANATION

This is a **sole source** agreement with the Manchester Health Department because of the high percentage of lead poisonings in Manchester (40% of all cases in the state) and the contractor's established experience with case management and providing technical assistance to families and medical systems for lead poisoning. The Manchester Health Department will provide community based lead poisoning care coordination to families with children under the age of six living in Manchester who have elevated blood lead levels >10 micrograms per deciliter (mcg/dl).

Manchester is designated as a highest-risk area due to an increased prevalence of risk factors for lead poisoning. Community based childhood lead poisoning case management helps to ensure that any child with an elevated blood lead screening or positive test result receives timely, appropriate, comprehensive, and coordinated medical and environmental follow-up, resulting in decreased blood lead levels. These services include ensuring children receive timely monitoring of their blood lead, treatment coordination, referrals, data collection, provision of health information and counseling on how to maintain lead safe housing. Services through this agreement will be provided to a minimum of 40 children yearly, under the age of six. The Manchester Health Department will also assist with prevention activities, including technical assistance, to families and property owners to create and maintain lead-safe housing.

Should Governor and Executive Council not authorize this Request, approximately 40 children per year residing in the greater Manchester Public Health Region under age six with elevated blood lead levels, will not receive lead poisoning case management services.

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

The Contractor shall ensure that following performance measures are annually achieved and monitored quarterly 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 Manchester.
- In year one, increase to 55%, screening rates (capillary and venous) of children 24-35 months living in the City of Manchester.
- In year two, increase to 80%, screening rates (capillary and venous) of children 12-23 months living in the City of Manchester.
- In year two, increase to 60%, screening rates (capillary and venous) of children 24-35 months living in the City of Manchester.
- Provide nurse case management services to a minimum of 40 children under the age of six with elevated blood lead levels >10 mcg/dl each contract year.
- Facilitate and coordinate quarterly meetings of the Manchester Partnership for Safe and Healthy Housing, at minimum of eight meetings for the contract term.
- Attend and participate in a minimum of three statewide nurse case management/care coordination meetings per contract year.
- Attend and participate in the annual NH Statewide Healthy Homes Conference each contract year.

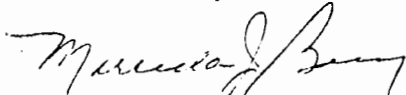
Area served: Manchester.

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

Source of Funds: 73% Other Funds (Revolving Lead Poisoning Prevention Fund), and 27% Federal Funds from the US Centers for Disease Control and Prevention.

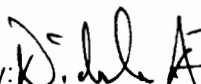
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Marcella J. Bobinsky, MPH
Acting Director

Approved by:



Nicholas A. Toumpas
Commissioner

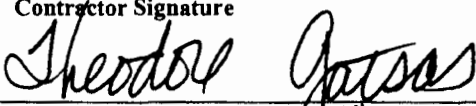
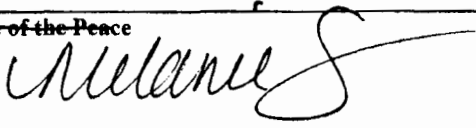
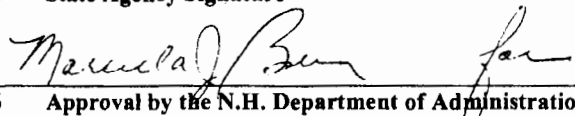
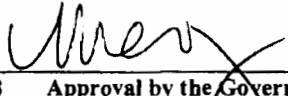
Subject: Healthy Homes & Lead Poisoning Prevention and Case Management Services

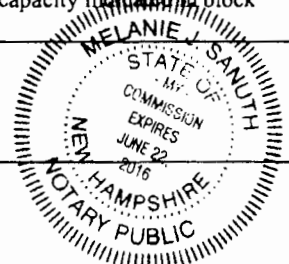
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Manchester Health Department		1.4 Contractor Address 1528 Elm Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-624-6466	1.6 Account Number 05-95-90-901510-5698-102-500731, 05-95-90-9001510-7964-102-500731	1.7 Completion Date 08/31/2017	1.8 Price Limitation \$80,000
1.9 Contracting Officer for State Agency Eric D. Borrin, Director Contracts and Procurement Unit		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Theodore Gatsas, Mayor	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>4/15</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 Melanie J. Sanuth			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
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) By:  Megan A. York - Attorney On: <u>4/25/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

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

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

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

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

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

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

Contractor Initials: J.G.
Date: 6/18/15

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: J.G.
Date: 6/8/15

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials: J.G.
Date: 6/8/15



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor 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 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

- 2.1. The Contractor shall provide healthy home and lead poisoning prevention services to a minimum of 40 children living in Manchester under the age of six years of age throughout the contract term. Families living in Manchester with children with elevated blood levels over ten micrograms per deciliter (10 mcg/dl), are eligible for childhood lead poisoning care management services. The services shall include case management, outreach and education and partner leadership.
- 2.2. Provide Nurse Case Management services to children under six years of age with a confirmed elevated blood lead greater than 10 micrograms per deciliter in accordance with the 2015 Healthy Home & Lead Poisoning Prevention Program Case Management Guidance document.
- 2.3. Provide education and outreach services to children under six years of age with an elevated blood lead (capillary or venous) between 5 to 9.9 micrograms per deciliter (mcg/dL) in accordance with the 2015 Healthy Home & Lead Poisoning Prevention Program (HHLPPP) Case Management Guidance document.
- 2.4. Make referrals to the HHLPPP Environmentalist for investigations in accordance with the time table included within the 2015 Healthy Home & Lead Poisoning Prevention Program Case Management Guidance for children with a confirmed blood lead level of 10 mcg/dL or greater.
- 2.5. Facilitate and coordinate all meeting logistics, and provide leadership and oversight to the local advisory committee, the Manchester Partnership for Safe & Healthy Housing, to address healthy home and lead poisoning prevention. Meetings of this group shall be held, at a minimum, on a quarterly basis.
- 2.6. Provide healthy home and lead poisoning prevention outreach and education to providers, WIC, Head Start, refugee and immigrant organizations. This can be achieved through events, e-mails, letters, handouts and website.

J.G.
6/8/15



Exhibit A

- 2.7. Provide outreach and education to the Manchester Partnership for Safe and Healthy Housing, Federally Qualified Health Centers, Woman, Infant and Children (WIC) programs, Head Start, and providers to increase lead screening rates.
- 2.8. Coordinate with the HHLPPP to utilize the newly developed CDC software system; Healthy Homes & Lead Poisoning Surveillance System (HHLPPSS) as it is made available, for coordination and documentation of Nurse Case Management services.
- 2.9. 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.
- 2.10. Case management services shall be provided in accordance with the 2015 Healthy Homes and Lead Poisoning Prevention Program Case Management Protocols and the 2015 New Hampshire Childhood Lead Poisoning Screening and Management Guidelines.
- 2.11. The Contractor and the HHLPPP shall ensure secure transfer of medical information in the case management records.
- 2.12. The Contractor will be responsible to attend and participate in meetings and trainings required by the HHLPPP, which include the statewide tri-annual nurse case management/care coordination meetings, quarterly Manchester Partnership for Safe & Healthy Housing committee meetings, and the annual New Hampshire Statewide Healthy Homes Conference.

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:

- 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;

J.g.
6/8/15



Exhibit A

- 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. A Performance Work plan is required annually for this program and is 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 HHLPPP. 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 HHLPPP with an electronic listing of new and on-going cases for whom case management services have been provided. The list shall contain for each newly identified case of lead poisoning: name, date of birth, address, race/ethnicity, date of nursing assessment home visit, Medicaid enrollment status, date of referral for environmental inspection, dates and location of chelation treatment if known, chelating agent (if known), dose, length of treatment and if directly observed when at home and any other pertinent diagnostic testing results. Reports shall be made utilizing Microsoft Excel Software in an electronic format.
- 4.1.4. In accordance with the time table outlined in the 2015 *Healthy Home & Lead Poisoning Prevention Program Case Management Guidance* document, provide referrals to the HHLPPP Environmentalist for home investigations of children under six with confirmed elevated blood lead of 10 µg/dL or greater.
- 4.1.5. Within 30 days of the end of each quarter, throughout the contract period, provide to HHLPPP a copy of the meeting notes summarizing activities of the Manchester Partnership for Safe & Healthy Housing committee.

J.G.
6/18/15



Exhibit A

- 4.1.6. As requested by the HHLPPP, provide feedback from the Manchester Health Department information technology personnel on the implementation of the newly developed web-based CDC Healthy Homes & Lead Surveillance System software for case management services.

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 HHLPPP. The HHLPPP shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
 - 5.1.2. Provide to 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).

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.

J.G.
2/8/15



Exhibit A

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 Manchester.
 - 9.1.2. In year one, increase to 55%, screening rates (capillary and venous) of children 24-35 months living in the City of Manchester.
 - 9.1.3. In year two, increase to 80%, screening rates (capillary and venous) of children 12-23 months living in the City of Manchester
 - 9.1.4. In year two, increase to 60%, screening rates (capillary and venous) of children 24-35 months.
 - 9.1.5. Provide nurse case management services to a minimum of 40 children under the age of six with elevated blood lead levels >10 mcg/dl each contract year.
 - 9.1.6. Facilitate and coordinate quarterly meetings of the Manchester Partnership for Safe and Healthy Housing, at minimum of eight meetings for the contract term.
 - 9.1.7. Attend and participate in a minimum of three statewide nurse case management/care coordination meetings per contract year.
 - 9.1.8. Attend and participate in the annual NH Statewide Healthy Homes Conference each contract year.
- 9.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

J.G.
6/8/15



Exhibit B

Method and Conditions Precedent to Payment

1) Funding Sources:

a. \$58,330 = 100% other funds from the Revolving Lead Poisoning Prevention Fee, Account #05-95-90-901510-5698-102-500731, \$33,330 in SFY 2016 and \$25,000 in SFY 2017.

b. \$21,670 = 100% federal funds from the US Centers for Disease Control and Prevention, CFDA #93.753, Federal Award Identification Number (FAIN), UE1EH001271, Account #05-95-90-901510-7964-102-500731, \$15,000 in SFY 2017 and \$6,670 in SFY 2018.

\$80,000 Total

2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

a. Payment for said services shall be made as follows:

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 State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than forty (40) days after the contract Completion Date.

b. The invoice must be submitted to:

Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us

3) This is a cost-reimbursement contract. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1 – SFY 2016, SFY 2017 and SFY 2018 Budgets, and reimbursement shall be made monthly based on actual costs incurred during the previous month. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State. DHHS funding may not be used to replace funding for a program already funded from another source.

4) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred upon compliance with reporting

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials

Jg.
6/8/15



Exhibit B

requirements and performance and utilization review. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

- 5) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.
- 6) The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.
- 7) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers and Exhibit B-1 Budgets, 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.

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials

J.G.
6/8/15



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;

J. G.
6/18/15



- 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.



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

19.
6/18/15



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP 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 EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP 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

J.G.
6/8/15



- 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.

J. G.
6/18/15



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.

4. Insurance

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

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

J.G.
6/8/15



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

J.G.
6/8/15



- 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.

Contractor Name: Manchester Health Department

6-8-15
Date

Theodore Gatsas
Name: Theodore Gatsas
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: Manchester Health Department

6-8-15
Date

Theodore Gatsas
Name: Theodore Gatsas
Title: Mayor

1.9.
6/8/15



**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

J.G.
6/8/15



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 (I)(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: Manchester Health Department

6-8-15
Date


Name: Theodore Gatsas
Title: Mayor



**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

J.G.

6/8/15

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: Manchester Health Department

6-8-15
Date

Theodore Gatsas
Name: Theodore Gatsas
Title: Mayor

Exhibit G

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

Contractor Initials

T.G.

Date

6/8/15



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: Manchester Health Department

6-8-15
Date

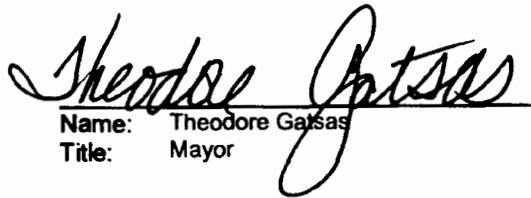

Name: Theodore Gatsas
Title: Mayor



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.

J. G.
6/8/15



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

J.G.
Date 6/8/15



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 (l). 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

J. G.
6/8/15



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

J.G.
6/8/15



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.



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

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

Department of Health and Human Services
The State

Maricela J. Brown for
Signature of Authorized Representative

Brook Dupee
Name of Authorized Representative

Bureau Chief
Title of Authorized Representative

6/19/15
Date

Manchester Health Department
Name of the Contractor

Signature of Authorized Representative

Theodore Gatsas
Name of Authorized Representative

Mayor *Theodore Gatsas*
Title of Authorized Representative

6/8/15
Date

Contractor Initials *tg*
Date *6/8/15*



**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.

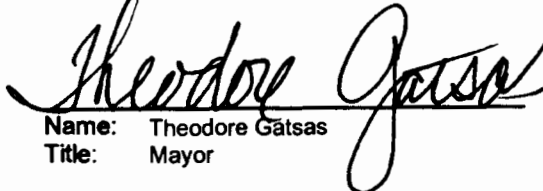
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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: Manchester Health Department

6-8-15
Date


Name: Theodore Gätsas
Title: Mayor

Contractor Initials J.G.
Date 6/8/15



FORM A

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

1. The DUNS number for your entity is: 790913636
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X 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: _____

J.G.
6/8/15