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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888

Diane Langley, Director  
Sheri Rockburn, Director

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 2, 2014

Sole Source

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into a **sole source** amendment to an existing Agreement with City of Nashua, 229 Main Street, Nashua, New Hampshire (Vendor #157569) by increasing the Price Limitation in an amount not to exceed \$132,084.48 from \$337,255.68 to \$469,340.16 to provide Transportation services for individuals age 60 and older, and by extending the completion date from June 30, 2014 to June 30, 2015 effective July 1, 2014, or date of Governor and Council approval, whichever is later, through June 30, 2015. The original Agreement, ending June 30, 2013, was approved by Governor and Executive Council on June 22, 2011 (Item #201), amended and approved on May 15, 2013 (Item # 57) and June 19, 2013 (Item # 133D).

*64% Federal / 36% General Funds*

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2015.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,  
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	512-500352	Transportation of Clients	\$102,585.60	\$ 0.00	\$102,585.60
2013	512-500352	Transportation of Clients	\$102,585.60	\$ 0.00	\$102,585.60
2014	512-500352	Transportation of Clients	\$132,084.48	\$ 0.00	\$132,084.48
2015	512-500352	Transportation of Clients	\$ 0.00	\$132,084.48	\$132,084.48
<b>Total</b>			\$337,255.68	\$132,084.48	\$469,340.16

**EXPLANATION**

This **sole source** request is being made to ensure the continuation of transportation services in the City of Nashua that enable elderly and/or disabled clients to remain in their homes and communities and maintain their independence. The City of Nashua operates a fixed route (bus) transportation service. Over the past three years the City of Nashua has been the only contractor to provide a fixed route bus system for this population.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
June 2, 2014  
Page 2 of 2

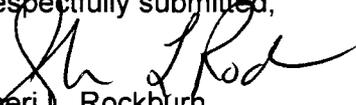
Should the Governor and Council determine to not authorize to amend this existing Agreement, seniors will have less access to services such as, but not limited to, doctor appointments, pharmacy, shopping, and congregate meal sites. Less access means less independence for seniors and greater isolation from their communities.

The contractor will obtain client feedback on the quality of the services to ensure services are being delivered satisfactory or better. Additionally, the contractor will be collecting and reporting data on the number of clients, the number of miles in the aggregate, and type of transportation for the Department to understand the gaps in service delivery and to be able to have more meaningful discussions about this important service.

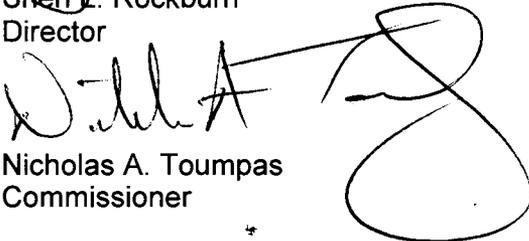
Geographic area to be served is the City of Nashua.

Source of Funds for these contracts: 64% Federal Funds from the Administration for Community Living's Special Programs for the Aging-Title III and 36% General Funds.

Respectfully submitted,

  
Sheri L. Rockburn  
Director

Approved by:

  
Nicholas A. Toumpas  
Commissioner



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 for City of Nashua**

This third Amendment to the Transportation services contract (hereinafter referred to as "Amendment #3") dated this 28th day of April 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and City of Nashua, (hereinafter referred to as "the Contractor"), a political subdivision of the State of New Hampshire, with a place of business at 229 Main Street, Nashua, NH 03061-2019.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, and amended by an agreement (Amendment #1 to the Contract) approved on May 15, 2013, and (Amendment # 2 to the Contract) approved on June 19, 2013, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
  - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2015.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$469,340.16.
- 2) Amendment and modification of Exhibit A.
  - a) Delete Exhibit A, Section II Other Terms and Conditions
  - b) Replace with Exhibit A, Section II Amendment #3.
- 3) Amendment and modification of Exhibit B.
  - a) Delete Exhibit B.
  - b) Replace with Exhibit B Amendment #3.

State of New Hampshire  
Department of Health and Human Services  
Amendment #3 for City of Nashua



This Amendment shall be effective July 1, 2014, upon 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

6/2/14  
Date

[Signature]  
Name  
Title Director

City of Nashua

May 9, 2014  
Date

[Signature]  
NAME  
TITLE

Acknowledgement:  
State of NH, County of HILLSBOROUGH MAY 9, 2014  
before the undersigned officer, personally appeared the person identified 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.  
Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace  
EXEC. SEC'Y

EXPIRATION: JANUARY 25, 2017

**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 for City of Nashua**



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

OFFICE OF THE ATTORNEY GENERAL

4/3/14  
Date

Michael K. Brown  
Name: Michael K. Brown  
Title: Asst. Atty General

I hereby certify that the foregoing contract 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:



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**SECTION II: OTHER TERMS AND CONDITIONS**

**1. Reporting Requirements**

Contractor shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15<sup>th</sup> of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For transportation:

- Number of clients served by town and in the aggregate;
- Number of miles in the aggregate;
- Nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- Occupancy rate per vehicle.

**2. Wait List**

2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

2.1.1. Each contract agency shall include the following information on its wait list:

- 2.1.1.1. The individual's full name and date of birth;
- 2.1.1.2. The name of the Title XX service being requested;
- 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
- 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
- 2.1.1.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;



Exhibit A Section II Amendment # 3

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- 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
  - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
- 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
  - 2.1.2.2. Declining mental or physical health of the caregiver;
  - 2.1.2.3. Declining mental or physical health of the individual;
  - 2.1.2.4. Individual has no respite services while living with a caregiver; and
  - 2.1.2.5. Length of time on the wait list.
  - 2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
  - 2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
- 2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- 2.2. The wait list must be maintained during the contract period and available to BEAS upon request.
3. Equal Access to services:
- 3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
  - 3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.
4. Consumer Grievance Process
- The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:
- 4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be



Exhibit A Section II Amendment # 3

addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

The Contractor shall:

8.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

8.2. Ensure the Department is provided with access that includes but is not limited to:

- a) Data
- b) Financial records
- c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
- d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
- e) Scheduled phone access to Contractor principals and staff
- f) Timely unscheduled phone response by Contractor principals and staff.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification



Exhibit A Section II Amendment # 3

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Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

11. Financial Integrity Maintenance

- 11.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide to the State, interim General Fund Balance Sheet and General Fund budget and actual comparison statements for the Contractor to include separate statements for related parties, due six months after the effective date of Amendment # 3. All statements must be certified by an officer of the reporting entity.
- 11.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
  1. Require a corrective action plan for identified deficiencies, or
  2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 11.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 11.4. Risk Assessment Process:

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

  - Low Risk 70% and Above
  - Moderate Risk From 26% to 69%
  - High Risk 25% and Below
- 11.5. Weighted Average: The process for the scoring is
  1. Calculate the individual ratio for the Contractor
  2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
  3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
  4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.
- 11.6. The State will provide, upon request, the Risk calculations for the Contractor.



Exhibit A Section II Amendment # 3

<b>Table A - Risk Analysis Assessment Ratios Matrix</b>						
<b>Category</b>	<b>Name of Ratio</b>	<b>Description</b>	<b>How it is Calculated</b>	<b>What the Ratio Measures</b>	<b>Benchmark</b>	<b>Percentage of Total Risk Assessment</b>
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION) /365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%

Contractors Initial: *JK*  
 Date: 5/9/19



Exhibit A Section II Amendment # 3

<b>Table A - Risk Analysis Assessment Ratios Matrix</b>						
<b>Category</b>	<b>Name of Ratio</b>	<b>Description</b>	<b>How it is Calculated</b>	<b>What the Ratio Measures</b>	<b>Benchmark</b>	<b>Percentage of Total Risk Assessment</b>
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and	2%	10.0%



Exhibit A Section II Amendment # 3

<b>Table A - Risk Analysis Assessment Ratios Matrix</b>						
<b>Category</b>	<b>Name of Ratio</b>	<b>Description</b>	<b>How it is Calculated</b>	<b>What the Ratio Measures</b>	<b>Benchmark</b>	<b>Percentage of Total Risk Assessment</b>
				represents 10% of the total risk assessment value.		
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%

Contractors Initial: *DC*  
 Date: *5/9/14*



Exhibit A Section II Amendment # 3

<b>Table A - Risk Analysis Assessment Ratios Matrix</b>						
<b>Category</b>	<b>Name of Ratio</b>	<b>Description</b>	<b>How it is Calculated</b>	<b>What the Ratio Measures</b>	<b>Benchmark</b>	<b>Percentage of Total Risk Assessment</b>
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	50%	10.0%
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION) /365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%



Exhibit B Amendment # 3

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of Governor & Council approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.
2. Payment for contracted services will be made based on the reimbursement rates and up to the allowable amounts as identified in the table below:

Service	Unit Type	Rate Per Unit	SFY 2015 Units	SFY 2015 Dollars
<b>Funding: ACL Title IIIB</b>				
Transportation- Fixed Route	Per one way trip	\$2.12	62,304	\$132,084.48

3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-5 12-500352

4. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
5. The DHHS may require certain payments returned to the State of New Hampshire if:
  - 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served;
  - 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and
  - 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
6. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and the number of miles per

Contractors: Initials: *JK*  
 Date: *5/9/14*



Exhibit B Amendment # 3

client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and the number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

7. Invoice Submission:

Title III Services The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual services during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Invoices shall be sent to:

NH Department of Health and Human Services  
Data Management Unit  
129 Pleasant St, P.O. Box 2000  
Concord, NH 03301

7.1. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

7.2. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.



# City of Nashua

## Office of the City Clerk

Paul R. Bergeron  
City Clerk

Patricia Piecuch  
Deputy City Clerk

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

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

### CERTIFICATION

I hereby certify that the attached document is a true and accurate copy of an extract from minutes of a meeting of the Board of Aldermen of the City of Nashua, NH held on May 24, 1994 which was duly called and at which a quorum was present and during which a second reading and final adoption of Resolution-94-36, *Relative to Agreements with the New Hampshire Department of Health and Human Services*, occurred.

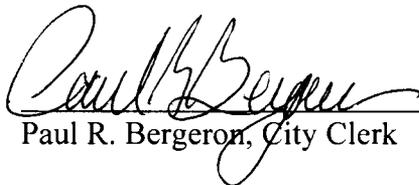
And, further attached is a true and accurate copy of said Resolution-94-36, *Relative to Agreements with the New Hampshire Department of Health and Human Services*, which provides that "the Mayor be authorized to accept grants and awards and enter into contracts and contract amendments from time to time with the State of New Hampshire Department of Health and Human Services, Division of Elderly and Adult Services, to provide transportation services in the City of Nashua and the Towns of Hudson and Merrimack, and to sign and execute such acceptances and contracts, and contract amendments, and any related documents requested by the Division of Elderly and Adult Services; this authorization to continue until revoked by the Board of Aldermen."

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that Donnalee Lozeau is the duly elected Mayor of the City of Nashua and is still qualified and serving in such capacity.

WITNESS my hand and the seal of the said City of Nashua, New Hampshire, this 9<sup>th</sup> day of May 2014.

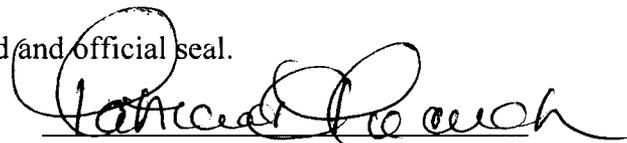
A true copy.  
Attest:

  
Paul R. Bergeron, City Clerk

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On May 9, 2014, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk of the Municipality identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

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

  
Notary Public/Justice of the Peace

PATRICIA D. PIECUCH  
State of New Hampshire  
Notary Public / Justice of the Peace  
My Commission Expires June 19, 2018

R-94-36

Endorsers: Mayor Rob Wagner  
Ald. Victor C. DuVarney, Jr.

RELATIVE TO AGREEMENTS WITH THE NEW HAMPSHIRE DEPARTMENT  
OF HEALTH AND HUMAN SERVICES

given its second reading.

ALDERMAN DUVARNEY MOVED FOR FINAL PASSAGE OF RESOLUTION 94-36.  
MOTION CARRIED

President Arel declared Resolution 94-36 adopted.

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ORDINANCES

O-94-20

Endorser: Ald. Thomas W. Grant

TO DELETE A TWO HOUR PARKING ZONE ON THE WEST SIDE OF SPRUCE  
STREET

given its second reading.

ALDERMAN GRANT MOVED FOR FINAL PASSAGE OF ORDINANCE 94-20.

ON THE QUESTION

Alderman Grant

"This and the next three ordinances pertain to Spruce Street. This and the next two are general procedures to delete certain no parking zones so O-94-32 establishing a no parking zone can be established."

MOTION CARRIED

President Arel declared Ordinance 94-20 adopted.

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O-94-21

Endorser: Ald. Thomas W. Grant

TO DELETE A TWO HOUR PARKING 6:00 A.M. TO 6:00 P.M. ZONE ON  
THE WEST SIDE OF SPRUCE STREET

given its second reading.

ALDERMAN DUVARNEY MOVED FOR FINAL PASSAGE OF ORDINANCE 94-21.  
MOTION CARRIED

did this before, and out of that they raised eighteen thousand dollars, almost all of it from Massachusetts.

Next Saturday is our annual City auction, bring your wallets and checkbooks. I will be auctioneering from ten to eleven in back of City Hall."

Alderman Hatch

"I wanted to respond very quickly to two comments made earlier. The first I wholeheartedly support which is the Parliamentary Procedure. It is something that I think is critical for this Board to start paying attention to. I have not been happy recently with what I think has been a somewhat cavalier attitude about the Rules which is, this Board can set whatever rules we want. We adopted Mason's, there is a reason why we have these Rules before us to follow and that is so that we don't have a circus like we had tonight. To be told when we raise a point of Parliamentary procedure or we question whether or not something is appropriate, that we can set whatever rules we want. It makes a mockery of the fact that we have these rules to guide us in the first place. This is not the first night that we have had difficulty with Parliamentary Procedure and it is not the first time that those concerns and complaints have been swept aside as if they did not matter. I don't like it, I have been very uncomfortable with it for a while, and I would be more than happy to attend any kind of meeting that we have on Parliamentary Procedure."

Alderman Tollner commended the Lions Club on the work they did for the Broderick family who live in Ward One.

Other comments did not record well.

-----

ADJOURNMENT

ALDERMAN DUVARNEY MOVED THAT THE MAY 24, 1994 MEETING OF THE BOARD OF ALDERMEN BE ADJOURNED.  
MOTION CARRIED

The meeting was declared adjourned at 10:35 P.M.

Attest:

Eleanor Benson, City Clerk

A regular meeting of the Board of Aldermen was held Tuesday, May 24, 1994 at 8:00 P.M. in the Aldermanic Chamber.

President Joyce L. Arel presided; Clerk of the Board of Aldermen Eleanor Benson recorded.

Prayer was offered by City Clerk Eleanor Benson with Ward Five Alderman Brian McCarthy leading in the Pledge to the Flag.

The roll call was taken with the fifteen Members of the Board of Aldermen present.

His Honor Mayor Rob Wagner was absent; City Corporation Counsel Mark Bennett was in attendance.

**MOTION BY ALD. HERSH THAT THE RULES BE SO FAR SUSPENDED TO CONSIDER RESOLUTION 94-38 WHICH APPEARS ON THIS AGENDA UNDER NEW BUSINESS. MOTION CARRIED**

R-94-38

Endorsers: Mayor Rob Wagner  
Ald. Katherine Hersh

EXTENDING CONGRATULATIONS TO THE NASHUA AQUA Y's SYNCHRONIZED SWIMMING TEAM

given its first reading.

**ALDERMAN HERSH MOVED THAT THE RULES BE SO FAR SUSPENDED TO PERMIT THE SECOND READING OF RESOLUTION 94-38 AND THAT THIS RESOLUTION BE READ IN ITS ENTIRETY. MOTION CARRIED**

RESOLUTION 94-38 GIVEN ITS SECOND READING, READ IN ITS ENTIRETY BY THE CITY CLERK

**ALDERMAN HERSH MOVED FOR FINAL PASSAGE OF RESOLUTION 94-38. MOTION CARRIED**

President Arel declared Resolution 94-38 adopted.

Certificates of Appreciation were presented to the Team Members and to the Coaches by President Arel with the help of Alderman-at-Large Katherine Hersh.

**ALDERMAN HERSH MOVED TO RETURN TO THE REGULAR ORDER OF BUSINESS. MOTION CARRIED**

-----

READING MINUTES OF PREVIOUS MEETING AND PUBLIC HEARING ALDERMAN



## R E S O L U T I O N

### RELATIVE TO AGREEMENTS WITH THE NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES

### CITY OF NASHUA

In the Year of Our Lord One Thousand Nine Hundred and Ninety-four

**RESOLVED.** By the Board of Aldermen of the City of Nashua

WHEREAS, the City may apply for funds to provide transit services under the Older Americans Act;

WHEREAS, there is a demand for such services; and

WHEREAS, City has the capacity to provide such service;

NOW THEREFORE, the Mayor be authorized to accept grants and awards and enter into contracts and contract amendments from time to time with the State of New Hampshire Department of Health and Human Services, Division of Elderly and Adult Services, to provide transportation services in the City of Nashua and the Towns of Hudson and Merrimack, and to sign and execute such acceptances and contracts, and contract amendments, and any related documents requested by the Division of Elderly and Adult Services; this authorization to continue until revoked by the Board of Aldermen.

Client#: 246984

NASHUACITY

**ACORD**<sub>TM</sub>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/30/2014

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

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

<b>PRODUCER</b> HUB International New England 299 Ballardvale St Wilmington, MA 01887 978 657-5100	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 978 657-5100		FAX (A/C, No): 978-988-0038
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> City of Nashua 229 Main St PO Box 2019 Nashua, NH 03061	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : American Alternative Ins Corp		19720
	INSURER B : MidWest Employers		
	INSURER C :		
	INSURER D :		
	INSURER E :		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: 300,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			<b>N1A2RL00000050</b>	<b>07/01/2013</b>	<b>07/01/2014</b>	EACH OCCURRENCE    \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)    \$ MED EXP (Any one person)    \$ PERSONAL & ADV INJURY    \$ GENERAL AGGREGATE    \$2,000,000 PRODUCTS - COMP/OP AGG    \$ COMBINED SINGLE LIMIT (Ea accident)    \$ BODILY INJURY (Per person)    \$ BODILY INJURY (Per accident)    \$ PROPERTY DAMAGE (Per accident)    \$
<b>A</b>	UMBRELLA LIAB                      OCCUR EXCESS LIAB                      CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			<b>N1A2UM000000504</b>	<b>07/01/2013</b>	<b>07/01/2014</b>	EACH OCCURRENCE    \$5,000,000 AGGREGATE    \$5,000,000
<b>B</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			<b>EWC005001</b>	<b>07/01/2013</b>	<b>07/01/2014</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT    \$1,000,000 E.L. DISEASE - EA EMPLOYEE    \$1,000,000 E.L. DISEASE - POLICY LIMIT    \$

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

RE: BEAS Grant Funding

**CERTIFICATE HOLDER**

**CANCELLATION**

State of New Hampshire Bureau of Elderly & Adult Services  
 Attn: Cynthia Carpenter  
 129 Pleasant Street  
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Michael A. Chapman*

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MELANSON HEATH & COMPANY, PC  
CERTIFIED PUBLIC ACCOUNTANTS  
MANAGEMENT ADVISORS

INDEPENDENT AUDITORS' REPORT

To the Mayor and Board of Aldermen  
City of Nashua, New Hampshire

**Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units (except Nashua Airport Authority), each major fund, and the aggregate remaining fund information of the City of Nashua, New Hampshire, as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the Table of Contents.

**Management's Responsibility for the Financial Statements**

The City's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of Nashua Airport Authority, which represents 9.5 percent, 49.9 percent, and 18.7 percent, respectively, of the assets, net position and revenues of the aggregate discretely presented component units. Those financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for Nashua Airport Authority is based solely on the report of other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### **Opinions**

In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Nashua, New Hampshire, as of June 30, 2013, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matters**

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis and Schedule of Funding Progress be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with evidence sufficient to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying supplementary information appearing on pages 112 through 132 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining Introductory and the Statistical Sections are presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

### *Other Reporting Required by Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 27, 2013 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City's internal control over financial reporting and compliance.

*Melanson, Heath + Company P.C.*

Nashua, New Hampshire  
December 27, 2013

## MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Nashua, we offer readers of the City of Nashua's financial statements this narrative overview and analysis of the financial activities of the City of Nashua for the fiscal year ended June 30, 2013. **All amounts, unless otherwise indicated, are expressed in thousands of dollars.**

### FINANCIAL HIGHLIGHTS

- The assets of the City of Nashua exceeded its liabilities at the close of the most recent fiscal year by \$299,814 (net position). Of this amount, \$24,175 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors. (See Section C - Government-wide Financial Analysis for further explanation).
- The government's total net position increased by \$12,851. This change is comprised of increases of \$10,803 and \$2,048 in Governmental and Business-Type Activities, respectively.
- As of the close of the current fiscal year, the City of Nashua's governmental funds reported combined ending fund balances of \$86,766, an increase of \$1,227 over the prior year. Approximately 30.6% or \$26,570 constitutes unassigned fund balance which is available for spending at the City's discretion. (This increase is discussed in Section D - Financial Analysis of the Government's Funds).
- The City issued \$19.1 million of new general obligation debt.

### OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an explanation of the basic financial statements. The basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to financial statements. This report also contains supplementary information in addition to the basic financial statements.

**Government-wide financial statements.** The government-wide financial statements are designed to provide readers with a broad overview of the City of Nashua's finances in a manner similar to a private-sector business.

The Statement of Net Position presents information on all the City of Nashua's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both government-wide financial statements distinguish functions of the City of Nashua that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City of Nashua

## CITY OF NASHUA, NEW HAMPSHIRE

## STATEMENT OF NET POSITION

JUNE 30, 2013

(Except for Pennichuck Corporation Component Unit, which is as of December 31, 2012)

	Primary Government			Component Units
	Governmental Activities	Business- Type Activities	Government Wide Total	
<b>ASSETS</b>				
Current:				
Cash and short-term investments	\$ 163,920,299	\$ 16,877,556	\$ 180,797,855	\$ 6,423,233
Investments	40,544,404	-	40,544,404	301,975
Receivables, net of allowance for uncollectibles:				
Property taxes	18,761,869	-	18,761,869	-
User fees	-	3,009,187	3,009,187	4,379,658
Departmental and other	207,040	-	207,040	-
Intergovernmental	3,727,403	97,258	3,824,661	540,512
Loans	653,910	-	653,910	-
Internal balances	450,703	(450,703)	-	-
Due from external parties - fiduciary funds	41,832	-	41,832	-
Other assets	675,085	-	675,085	2,265,000
Total current assets	<u>228,982,545</u>	<u>19,533,298</u>	<u>248,515,843</u>	<u>13,910,378</u>
Noncurrent:				
Capital assets being depreciated, net of accumulated depreciation	206,322,990	132,819,811	339,142,801	171,015,899
Capital assets not being depreciated	37,163,020	9,562,964	46,725,984	20,804,128
Acquisition premium	-	-	-	83,261,000
Investment in Pennichuck	147,180,000	-	147,180,000	-
Other assets	-	-	-	14,008,000
Total non-current assets	<u>390,666,010</u>	<u>142,382,775</u>	<u>533,048,785</u>	<u>289,089,027</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	<u>1,394,497</u>	<u>-</u>	<u>1,394,497</u>	<u>2,251,000</u>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<u>621,043,052</u>	<u>161,916,073</u>	<u>782,959,125</u>	<u>305,250,405</u>
<b>LIABILITIES</b>				
Current:				
Accounts payable	12,372,363	-	12,372,363	1,841,946
Retainage payable	647,455	-	647,455	262,000
Accrued liabilities	19,613,480	1,016,479	20,629,959	627,383
Notes payable	-	4,511,553	4,511,553	-
Due to external parties - fiduciary funds	1,165	-	1,165	-
Other	852,938	-	852,938	-
Current portion of long-term liabilities:				
Bonds and notes payable	13,632,620	3,735,276	17,367,896	2,780,000
Acquisition bonds payable	3,250,000	-	3,250,000	-
Compensated absences	1,633,296	59,308	1,692,604	-
Capital leases	23,083	-	23,083	-
Total current liabilities	<u>52,026,400</u>	<u>9,322,616</u>	<u>61,349,016</u>	<u>5,511,329</u>
Noncurrent:				
Bonds and notes payable	103,569,422	43,369,851	146,939,273	174,743,000
Acquisition bonds payable	143,930,000	-	143,930,000	-
Compensated absences	16,514,437	599,668	17,114,105	-
Net OPEB obligations	17,705,386	380,867	18,086,253	2,368,000
Other	-	4,995,633	4,995,633	66,276,703
Total non-current liabilities	<u>281,719,245</u>	<u>49,346,019</u>	<u>331,065,264</u>	<u>243,387,703</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>	<u>90,730,940</u>	<u>-</u>	<u>90,730,940</u>	<u>3,996</u>
<b>TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES</b>	<u>424,476,585</u>	<u>58,668,635</u>	<u>483,145,220</u>	<u>248,903,028</u>
<b>NET POSITION</b>				
Net investment of capital assets	133,385,506	105,525,905	238,911,411	27,762,027
Restricted for:				
Pennichuck corporation	-	-	-	28,230,000
Grants and other statutory restrictions	10,514,970	-	10,514,970	-
Capital projects	2,280,907	4,270,548	6,551,455	-
Permanent funds:				
Expendable	1,183,234	-	1,183,234	-
Nonexpendable	18,477,572	-	18,477,572	-
Unrestricted	<u>30,724,278</u>	<u>(6,549,015)</u>	<u>24,175,263</u>	<u>355,350</u>
<b>TOTAL NET POSITION</b>	<u>\$ 196,566,467</u>	<u>\$ 103,247,438</u>	<u>\$ 299,813,905</u>	<u>\$ 56,347,377</u>

The accompanying notes are an integral part of these financial statements.

CITY OF NASHUA, NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

FOR FISCAL YEAR ENDED JUNE 30, 2013

(Except for Pennichuck Corporation Component Unit, which is as of December 31, 2012)

	Expenses	Indirect Cost Allocation	Charges for Services	Program Revenues	
				Operating Grants and Contributions	Capital Grants and Contributions
<b>Primary Government</b>					
<b>Governmental Activities:</b>					
General government	\$ 22,777,079	\$ 5,788,457	\$ 2,478,975	\$ 8,838,773	\$ -
Police	27,321,535	156,822	747,150	560,897	-
Fire	21,094,654	180,466	131,744	296,459	-
Water fire protection services	2,591,814	-	-	-	-
Education	149,765,273	3,487,072	3,529,902	53,183,943	-
Public works	10,644,976	203,259	527,491	82,691	4,076,775
Health and human services	3,137,470	-	165,273	841,123	-
Culture and recreation	7,181,489	132,670	685,656	26,589	-
Community development	9,266,113	215,742	1,467,693	-	5,093,641
Communications	515,783	147,899	-	-	85,504
Interest and costs	10,537,637	(10,312,387)	-	-	-
Total Governmental Activities	264,833,823	-	9,733,884	63,830,475	9,255,920
<b>Business-Type Activities:</b>					
Wastewater services	10,897,541	-	10,208,509	-	677,133
Solid waste services	6,730,422	-	2,744,245	-	19,123
Total Business-Type Activities	17,627,963	-	12,952,754	-	696,256
Total primary government	\$ 282,461,786	\$ -	\$ 22,686,638	\$ 63,830,475	\$ 9,952,176
<b>Component units:</b>					
Pennichuck Corporation	\$ 40,338,000	\$ -	\$ 37,756,000	\$ -	\$ -
Nashua Airport Authority	1,025,168	-	505,157	-	8,303,417
Total component units	\$ 41,363,168	\$ -	\$ 38,261,157	\$ -	\$ 8,303,417

**General Revenues, permanent fund contributions and transfers:**

- Property taxes
- Auto permits
- Penalties, interest and other taxes
- Grants and contributions not restricted to specific programs
- Investment income
- Miscellaneous
- Amortization of Pennichuck investment
- Permanent fund contributions
- Transfers in (out)

Total general revenues, contributions and transfers

Change in Net Position

**Net Position:**

- Beginning of year
- End of year

The accompanying notes are an integral part of these financial statements.

Net (Expenses) Revenues and Changes in Net Position			
Primary Government			
Governmental Activities	Business- Type Activities	Total	Component Units
\$ (17,247,788)	\$ -	\$ (17,247,788)	\$ -
(26,170,310)	-	(26,170,310)	-
(20,846,917)	-	(20,846,917)	-
(2,591,814)	-	(2,591,814)	-
(96,538,500)	-	(96,538,500)	-
(6,161,278)	-	(6,161,278)	-
(2,131,074)	-	(2,131,074)	-
(6,601,914)	-	(6,601,914)	-
(2,920,521)	-	(2,920,521)	-
(578,178)	-	(578,178)	-
<u>(225,250)</u>	<u>-</u>	<u>(225,250)</u>	<u>-</u>
(182,013,544)	-	(182,013,544)	-
-	(11,899)	(11,899)	-
<u>-</u>	<u>(3,967,054)</u>	<u>(3,967,054)</u>	<u>-</u>
-	(3,978,953)	(3,978,953)	-
(182,013,544)	(3,978,953)	(185,992,497)	-
-	-	-	(2,582,000)
-	-	-	<u>7,783,406</u>
			<u>5,201,406</u>
179,660,929	-	179,660,929	-
11,422,224	-	11,422,224	-
1,660,906	-	1,660,906	-
5,453,477	618,567	6,072,044	-
1,042,839	22,150	1,064,989	5,565
2,273,681	-	2,273,681	-
(3,390,000)	-	(3,390,000)	(26,067,000)
78,349	-	78,349	-
<u>(5,385,555)</u>	<u>5,385,555</u>	<u>-</u>	<u>-</u>
<u>192,816,850</u>	<u>6,026,272</u>	<u>198,843,122</u>	<u>(26,061,435)</u>
10,803,306	2,047,319	12,850,625	(20,860,029)
<u>185,763,161</u>	<u>101,200,119</u>	<u>286,963,280</u>	<u>77,207,406</u>
<u>\$ 196,566,467</u>	<u>\$ 103,247,438</u>	<u>\$ 299,813,905</u>	<u>\$ 56,347,377</u>

CITY OF NASHUA, NEW HAMPSHIRE

GOVERNMENTAL FUNDS

BALANCE SHEET

JUNE 30, 2013

	<u>General</u>	<u>Debt Service Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
<b>ASSETS</b>				
Cash and short-term investments	\$ 160,671,543	\$ -	\$ 3,248,756	\$ 163,920,299
Investments	20,230,046	-	20,314,358	40,544,404
Receivables, net of allowance for uncollectibles:				
Property taxes	18,761,869	-	-	18,761,869
Departmental and other	78,098	-	128,942	207,040
Intergovernmental	27,473	-	3,699,930	3,727,403
Loans	-	-	653,910	653,910
Due from other funds	9,020,543	4,313,266	9,574,139	22,907,948
Other assets	<u>8,066</u>	<u>-</u>	<u>-</u>	<u>8,066</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 208,797,638</u></b>	<b><u>\$ 4,313,266</u></b>	<b><u>\$ 37,620,035</u></b>	<b><u>\$ 250,730,939</u></b>
<b>LIABILITIES</b>				
Accounts payable	\$ 12,243,464	\$ -	\$ 128,899	\$ 12,372,363
Accrued liabilities	6,386,244	-	38,270	6,424,514
Due to other funds	48,087,495	-	2,322,362	50,409,857
Other liabilities	<u>83,984</u>	<u>-</u>	<u>-</u>	<u>83,984</u>
<b>TOTAL LIABILITIES</b>	<b>66,801,187</b>	<b>-</b>	<b>2,489,531</b>	<b>69,290,718</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>	<b>94,470,218</b>	<b>-</b>	<b>203,528</b>	<b>94,673,746</b>
<b>FUND BALANCES</b>				
Nonspendable	214,361	-	16,751,522	16,965,883
Restricted	-	4,313,266	8,014,685	12,327,951
Committed	11,834,058	-	10,160,993	21,995,051
Assigned	8,907,711	-	-	8,907,711
Unassigned	<u>26,570,103</u>	<u>-</u>	<u>(224)</u>	<u>26,569,879</u>
<b>TOTAL FUND BALANCES</b>	<b><u>47,526,233</u></b>	<b><u>4,313,266</u></b>	<b><u>34,926,976</u></b>	<b><u>86,766,475</u></b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>	<b><u>\$ 208,797,638</u></b>	<b><u>\$ 4,313,266</u></b>	<b><u>\$ 37,620,035</u></b>	<b><u>\$ 250,730,939</u></b>

The accompanying notes are an integral part of these financial statements.

CITY OF NASHUA, NEW HAMPSHIRE  
 RECONCILIATION OF TOTAL GOVERNMENTAL FUND  
 BALANCES TO NET ASSETS OF GOVERNMENTAL  
 ACTIVITIES IN THE STATEMENT OF NET POSITION

JUNE 30, 2013

<b>Total governmental fund balances</b>	<b>\$</b>	<b>86,766,475</b>
• Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		243,486,010
• Revenues are reported on the accrual basis of accounting and are not deferred until collection.		3,942,806
• To record investment in Pennichuck Waterworks.		147,180,000
• Loss on prior year refundings.		1,394,497
• Internal service funds are used by management to account for health insurance and workers' compensation activities. The assets and liabilities of the internal service funds are included in the governmental activities in the Statement of Net Position.		18,337,580
• In the Statement of Activities, interest is accrued on outstanding long-term debt, whereas in governmental funds interest is not reported until due.		(4,282,657)
• Long-term liabilities, including bonds payable and net OPEB obligation, are not due and payable in the current period and, therefore, are not reported in the governmental funds.		<u>(300,258,244)</u>
<b>Net position of governmental activities</b>	<b>\$</b>	<b><u>196,566,467</u></b>

The accompanying notes are an integral part of these financial statements.

CITY OF NASHUA, NEW HAMPSHIRE

GOVERNMENTAL FUNDS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

FOR FISCAL YEAR ENDED JUNE 30, 2013

	<u>General</u>	<u>Debt Service Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
<b>Revenues:</b>				
Property taxes	\$ 179,316,327	\$ -	\$ 499,342	\$ 179,815,669
Auto permits	11,422,224	-	-	11,422,224
Penalties, interest and other taxes	1,265,981	-	394,925	1,660,906
Charges for services	1,066,266	-	4,907,031	5,973,297
Intergovernmental	45,965,204	-	21,765,256	67,730,460
Licenses and permits	1,372,314	-	-	1,372,314
Interest earnings	312,035	-	2,457,550	2,769,585
Miscellaneous	1,805,181	-	638,159	2,443,340
Contributions	-	8,766,487	556,532	9,323,019
<b>Total Revenues</b>	<u>242,525,532</u>	<u>8,766,487</u>	<u>31,218,795</u>	<u>282,510,814</u>
<b>Expenditures:</b>				
<b>Current:</b>				
General government	59,553,651	-	3,286,704	62,840,355
Police	17,954,600	-	1,164,451	19,119,051
Fire	14,312,925	-	810,040	15,122,965
Water fire protection services	2,591,814	-	-	2,591,814
Education	95,691,904	-	19,164,058	114,855,962
Public works	10,403,801	-	5,403,792	15,807,593
Health and human services	1,755,105	-	846,012	2,601,117
Culture and recreation	5,058,769	-	341,810	5,400,579
Community development	1,416,357	-	6,194,481	7,610,838
Communications	425,232	-	1,555,591	1,980,823
<b>Debt service</b>				
Principal	12,914,611	3,390,000	60,000	16,364,611
Interest and issuance cost	4,897,909	5,376,487	34,254	10,308,650
Intergovernmental	9,420,187	-	-	9,420,187
<b>Total Expenditures</b>	<u>236,396,865</u>	<u>8,766,487</u>	<u>38,861,193</u>	<u>284,024,545</u>
<b>Excess (deficiency) of revenues over expenditures</b>	6,128,667	-	(7,642,398)	(1,513,731)
<b>Other Financing Sources (Uses):</b>				
Issuance of bonds	-	-	7,136,000	7,136,000
Bond premiums	110,848	-	944,000	1,054,848
Capital leases	-	-	-	-
Transfers in	424,911	-	3,663,044	4,087,955
Transfers out	(8,396,682)	-	(1,141,813)	(9,538,495)
<b>Total Other Financing Sources (Uses)</b>	<u>(7,860,923)</u>	<u>-</u>	<u>10,601,231</u>	<u>2,740,308</u>
<b>Change in fund balance</b>	(1,732,256)	-	2,958,833	1,226,577
<b>Fund Balance, July 1, 2012, as reclassified</b>	<u>49,258,489</u>	<u>4,313,266</u>	<u>31,968,143</u>	<u>85,539,898</u>
<b>Fund Balance, June 30, 2013</b>	<u>\$ 47,526,233</u>	<u>\$ 4,313,266</u>	<u>\$ 34,926,976</u>	<u>\$ 86,766,475</u>

The accompanying notes are an integral part of these financial statements.

CITY OF NASHUA, NEW HAMPSHIRE

RECONCILIATION OF THE STATEMENT OF REVENUES  
EXPENDITURES, AND CHANGES IN FUND BALANCES OF  
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2013

<b>Net changes in fund balances - Total governmental funds</b>	<b>\$ 1,226,577</b>																		
<ul style="list-style-type: none"> <li>• Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense: <table border="0" style="margin-left: 40px;"> <tr> <td>Capital outlay purchases, net of disposals</td> <td style="text-align: right;">19,060,081</td> </tr> <tr> <td>Depreciation</td> <td style="text-align: right;">(12,473,254)</td> </tr> </table> </li> <li>• Revenues in the Statement of Activities that do not provide current financial resources are fully deferred in the Statement of Revenues, Expenditures and Changes in Fund Balances. Therefore, the recognition of revenue for various types of accounts receivable (i.e., real estate and personal property, motor vehicle excise, etc.) differ between the two statements. This amount represents the net change in deferred revenue. <span style="float: right;">(164,249)</span></li> <li>• The issuance of long-term debt (e.g., bonds and leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the financial resources of governmental funds. Neither transaction, however, has any effect on net position: <table border="0" style="margin-left: 40px;"> <tr> <td>Issuance of new debt</td> <td style="text-align: right;">(7,136,000)</td> </tr> <tr> <td>Repayment of capital leases</td> <td style="text-align: right;">22,256</td> </tr> <tr> <td>Repayments of debt</td> <td style="text-align: right;">16,364,628</td> </tr> <tr> <td>Bond premiums</td> <td style="text-align: right;">(1,054,848)</td> </tr> </table> </li> <li>• To record amortization of Pennichuck asset. <span style="float: right;">(3,390,000)</span></li> <li>• In the Statement of Activities, interest is accrued on outstanding long-term debt, whereas in governmental funds interest is not reported until due. <span style="float: right;">(3,754)</span></li> <li>• Some expenses reported in the Statement of Activities, such as compensated absences, do not require the use of current financial resources and therefore, are not reported as expenditures in the governmental funds: <table border="0" style="margin-left: 40px;"> <tr> <td>Increase in compensated absences liability</td> <td style="text-align: right;">(2,086,058)</td> </tr> <tr> <td>Increase in net OPEB obligation</td> <td style="text-align: right;">(2,732,847)</td> </tr> <tr> <td>Other</td> <td style="text-align: right;">160,998</td> </tr> </table> </li> <li>• Internal service funds are used by management to account for health insurance and workers' compensation activities. The net activity of internal service funds is reported with Governmental Activities. <span style="float: right;"><u>3,009,776</u></span></li> </ul>		Capital outlay purchases, net of disposals	19,060,081	Depreciation	(12,473,254)	Issuance of new debt	(7,136,000)	Repayment of capital leases	22,256	Repayments of debt	16,364,628	Bond premiums	(1,054,848)	Increase in compensated absences liability	(2,086,058)	Increase in net OPEB obligation	(2,732,847)	Other	160,998
Capital outlay purchases, net of disposals	19,060,081																		
Depreciation	(12,473,254)																		
Issuance of new debt	(7,136,000)																		
Repayment of capital leases	22,256																		
Repayments of debt	16,364,628																		
Bond premiums	(1,054,848)																		
Increase in compensated absences liability	(2,086,058)																		
Increase in net OPEB obligation	(2,732,847)																		
Other	160,998																		
<b>Change in net position of governmental activities</b>	<b>\$ <u>10,803,306</u></b>																		

The accompanying notes are an integral part of these financial statements.

CITY OF NASHUA, NEW HAMPSHIRE

GENERAL FUND

STATEMENT OF REVENUES AND OTHER SOURCES, AND EXPENDITURES AND OTHER USES - BUDGET AND ACTUAL

FISCAL YEAR ENDED JUNE 30, 2013

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	Variance with Final Budget Positive (Negative)
	<u>Original Budget</u>	<u>Final Budget</u>		
<b>Revenues and Other Sources:</b>				
Taxes	\$ 178,458,855	\$ 178,458,855	\$ 178,458,855	\$ -
Auto permits	10,422,000	10,422,000	11,422,224	1,000,224
Penalties, interest and other taxes	673,911	673,911	1,265,981	592,070
Charges for services	909,880	1,049,880	1,066,036	16,156
Intergovernmental	45,343,700	45,555,502	45,965,204	409,702
Licenses and permits	1,061,505	1,061,505	1,372,313	310,808
Interest earnings	450,000	450,000	306,827	(143,173)
Miscellaneous	1,571,723	1,571,723	1,799,558	227,835
Transfers in	599,000	1,322,203	1,125,757	(196,446)
Other sources	4,300,000	4,300,000	4,410,848	110,848
<b>Total Revenues and Other Sources</b>	<b>243,790,574</b>	<b>244,865,579</b>	<b>247,193,603</b>	<b>2,328,024</b>
<b>Expenditures and Other Uses:</b>				
General government	63,268,528	63,343,943	61,836,323	1,507,620
Police	17,705,125	17,884,610	17,854,458	30,152
Fire	14,227,107	14,361,690	14,244,082	117,608
Water fire protection services	2,634,760	2,634,760	2,591,814	42,946
Education	95,628,047	95,871,330	95,342,313	529,017
Public works	11,527,153	11,849,821	11,807,325	42,496
Health and human services	2,113,616	2,113,616	2,062,379	51,237
Culture and recreation	5,110,756	5,176,809	5,050,867	125,942
Community development	1,877,327	1,877,327	1,855,677	21,650
Communications	288,922	288,922	279,574	9,348
Debt service	17,814,045	17,814,045	17,812,520	1,525
Intergovernmental	9,420,187	9,420,187	9,420,187	-
Transfers out	2,175,000	2,228,519	2,228,519	-
<b>Total Expenditures and Other Uses</b>	<b>243,790,574</b>	<b>244,865,579</b>	<b>242,386,038</b>	<b>2,479,541</b>
<b>Excess of revenues and other sources over expenditures and other uses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,807,565</b>	<b>\$ 4,807,565</b>

The accompanying notes are an integral part of these financial statements.

CITY OF NASHUA, NEW HAMPSHIRE

PROPRIETARY FUNDS

STATEMENT OF NET POSITION

JUNE 30, 2013

	Business-Type Activities			Governmental Activities
	Enterprise Funds			
	Waste Water Fund	Solid Waste Fund	Total	
<b>ASSETS</b>				
Current:				
Cash and short-term investments	\$ 12,366,798	\$ 4,510,758	\$ 16,877,556	\$ -
User fees, net of allowance for uncollectibles	2,788,508	220,679	3,009,187	-
Intergovernmental receivable	97,258	-	97,258	-
Due from other funds	-	-	-	27,993,279
Other assets	-	-	-	667,019
<b>Total current assets</b>	<b>15,252,564</b>	<b>4,731,437</b>	<b>19,984,001</b>	<b>28,660,298</b>
Noncurrent:				
Capital assets being depreciated, net	116,750,573	16,069,238	132,819,811	-
Capital assets not being depreciated	9,317,663	245,301	9,562,964	-
<b>Total noncurrent assets</b>	<b>126,068,236</b>	<b>16,314,539</b>	<b>142,382,775</b>	<b>-</b>
<b>TOTAL ASSETS</b>	<b>141,320,800</b>	<b>21,045,976</b>	<b>162,366,776</b>	<b>28,660,298</b>
<b>LIABILITIES</b>				
Current:				
Due to other funds	387,905	62,798	450,703	-
Accrued liabilities	644,521	371,958	1,016,479	9,553,764
Notes payable	4,511,553	-	4,511,553	-
Other liabilities	-	-	-	768,954
Current portion of long-term liabilities:				
Bonds and notes payable	2,108,903	1,626,373	3,735,276	-
Compensated absences	29,785	29,523	59,308	-
<b>Total current liabilities</b>	<b>7,682,667</b>	<b>2,090,652</b>	<b>9,773,319</b>	<b>10,322,718</b>
Noncurrent:				
Bonds and notes payable	27,978,478	15,391,373	43,369,851	-
Compensated absences	301,157	298,511	599,668	-
Net OPEB obligations	189,452	191,415	380,867	-
Landfill closure and post closure	-	4,995,633	4,995,633	-
<b>Total noncurrent liabilities</b>	<b>28,469,087</b>	<b>20,876,932</b>	<b>49,346,019</b>	<b>-</b>
<b>TOTAL LIABILITIES</b>	<b>36,151,754</b>	<b>22,967,584</b>	<b>59,119,338</b>	<b>10,322,718</b>
<b>NET POSITION</b>				
Net investment in capital assets	99,723,919	5,801,986	105,525,905	-
Restricted for capital projects	-	4,270,548	4,270,548	-
Unrestricted	5,445,127	(11,994,142)	(6,549,015)	18,337,580
<b>TOTAL NET POSITION</b>	<b>\$ 105,169,046</b>	<b>\$ (1,921,608)</b>	<b>\$ 103,247,438</b>	<b>\$ 18,337,580</b>

The accompanying notes are an integral part of these financial statements.

CITY OF NASHUA, NEW HAMPSHIRE

PROPRIETARY FUNDS

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION

FOR FISCAL YEAR ENDED JUNE 30, 2013

	Business-Type Activities Enterprise Funds			Governmental Activities
	Waste Water Fund	Solid Waste Fund	Total	Internal Service Fund
<b>Operating Revenues:</b>				
Charges for services	\$ 10,197,610	\$ 2,534,644	\$ 12,732,254	\$ -
Contributions	-	-	-	29,857,377
Other	10,899	209,601	220,500	1,573,238
Total Operating Revenues	10,208,509	2,744,245	12,952,754	31,430,615
<b>Operating Expenses:</b>				
Personnel expenses	3,235,158	2,507,768	5,742,926	-
Non-personnel expenses	2,499,532	1,767,834	4,267,366	28,592,487
Depreciation	4,562,988	1,695,999	6,258,987	-
Total Operating Expenses	10,297,678	5,971,601	16,269,279	28,592,487
Operating Income (Loss)	(89,169)	(3,227,356)	(3,316,525)	2,838,128
<b>Nonoperating Revenues (Expenses):</b>				
Intergovernmental	190,843	427,724	618,567	-
Investment income	3,190	18,960	22,150	106,663
Loss on disposal of capital assets	-	(124,113)	(124,113)	-
Interest expense	(599,863)	(634,708)	(1,234,571)	-
Total Nonoperating Revenues (Expenses), Net	(405,830)	(312,137)	(717,967)	106,663
Income (Loss) Before Transfers	(494,999)	(3,539,493)	(4,034,492)	2,944,791
Capital contributions	677,133	19,123	696,256	-
Transfers in	-	5,385,555	5,385,555	64,985
Change in Net Position	182,134	1,865,185	2,047,319	3,009,776
Net Position at Beginning of Year	104,986,912	(3,786,793)	101,200,119	15,327,804
Net Position at End of Year	\$ 105,169,046	\$ (1,921,608)	\$ 103,247,438	\$ 18,337,580

The accompanying notes are an integral part of these financial statements.

CITY OF NASHUA, NEW HAMPSHIRE

PROPRIETARY FUNDS

STATEMENT OF CASH FLOWS

FOR FISCAL YEAR ENDED JUNE 30, 2013

	Business-Type Activities			Governmental Activities Internal Service Fund
	Enterprise Funds			
	Waste Water Fund	Solid Waste Fund	Total	
<b><u>Cash Flows From Operating Activities:</u></b>				
Receipts from customers and users	\$ 10,166,475	\$ 2,781,803	\$ 12,948,278	\$ 28,196,220
Payments to vendors	(2,418,786)	(1,310,555)	(3,729,341)	(28,367,868)
Payments to employees	(3,235,158)	(2,507,768)	(5,742,926)	-
Net Cash Provided By (Used for) Operating Activities	4,512,531	(1,036,520)	3,476,011	(171,648)
<b><u>Cash Flows From Noncapital Financing Activities:</u></b>				
Proceeds from interfund loan agreements	-	253,145	253,145	-
Payments under interfund loan agreements	(8,065,742)	-	(8,065,742)	-
Transfers	-	5,385,555	5,385,555	64,985
Intergovernmental subsidy	1,528,512	427,724	1,956,236	-
Net Cash Provided By (Used for) Noncapital Financing Activities	(6,537,230)	6,066,424	(470,806)	64,985
<b><u>Cash Flows From Capital and Related Financing Activities:</u></b>				
Acquisition and construction of capital assets	(9,928,922)	(2,098,740)	(12,027,662)	-
Contributions	677,133	-	677,133	-
Proceeds from bonds and notes	15,458,873	19,123	15,477,996	-
Principal payments on bonds and leases	(1,620,218)	(1,791,131)	(3,411,349)	-
Interest expense	(599,863)	(634,708)	(1,234,571)	-
Net Cash Provided By (Used For) Capital and Related Financing Activities	3,987,003	(4,505,456)	(518,453)	-
<b><u>Cash Flows From Investing Activities:</u></b>				
Investment income	3,190	18,960	22,150	106,663
Net Change in Cash and Short-Term Investments	1,965,494	543,408	2,508,902	-
Cash and Short-Term Investments, Beginning of Year	10,401,304	3,967,350	14,368,654	-
Cash and Short-Term Investments, End of Year	\$ 12,366,798	\$ 4,510,758	\$ 16,877,556	\$ -
<b><u>Reconciliation of Operating Income to Net Cash Provided by (Used For) Operating Activities:</u></b>				
Operating income (loss)	\$ (89,169)	\$ (3,227,356)	\$ (3,316,525)	\$ 2,838,128
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:				
Depreciation	4,562,988	1,695,999	6,258,987	-
Changes in assets and liabilities:				
User fees	(123,916)	37,558	(86,358)	-
Other assets	-	-	-	(3,103,250)
Accrued liabilities	81,881	(19,986)	61,895	(192,534)
Other liabilities	80,747	477,265	558,012	286,008
Net Cash Provided By (Used for) Operating Activities	\$ 4,512,531	\$ (1,036,520)	\$ 3,476,011	\$ (171,648)

The accompanying notes are an integral part of these financial statements.

CITY OF NASHUA, NEW HAMPSHIRE

FIDUCIARY FUNDS

STATEMENT OF FIDUCIARY NET POSITION

JUNE 30, 2013

	Pension Trust	Private Purpose Trust Funds	Agency Funds
<b><u>ASSETS</u></b>			
Cash and short-term investments	\$ 1,391,727	\$ 427,689	\$ 463,243
Investments			
Fixed income securities	12,255,252	960,793	-
Equities	19,604,737	1,640,544	-
Mutual funds	<u>1,480,987</u>	<u>1,933,931</u>	<u>-</u>
Total Investments	33,340,976	4,535,268	-
Due from other funds	<u>-</u>	<u>1,165</u>	<u>-</u>
Total Assets	<u>\$ 34,732,703</u>	<u>\$ 4,964,122</u>	<u>\$ 463,243</u>
<b><u>LIABILITIES AND NET POSITION</u></b>			
Other liabilities	\$ -	\$ -	\$ 457,614
Due to other funds	<u>36,203</u>	<u>-</u>	<u>5,629</u>
Total Liabilities	36,203	-	463,243
<b><u>NET POSITION</u></b>			
Total net position held in trust for pension benefits and other purposes	<u>34,696,500</u>	<u>4,964,122</u>	<u>-</u>
Total Liabilities and Net Position	<u>\$ 34,732,703</u>	<u>\$ 4,964,122</u>	<u>\$ 463,243</u>

The accompanying notes are an integral part of these financial statements.

CITY OF NASHUA, NEW HAMPSHIRE

FIDUCIARY FUNDS

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION

FOR FISCAL YEAR ENDED JUNE 30, 2013

	<u>Pension Trust Fund</u>	<u>Private Purpose Trust Funds</u>
<b>Additions:</b>		
Contributions:		
Employers	\$ 726,382	\$ -
Plan members	726,702	-
Other	<u>431</u>	<u>16,758</u>
Total contributions	1,453,515	16,758
Investment Income:		
Dividend, interest and investment income	<u>3,501,272</u>	<u>468,941</u>
Total Investment income	<u>3,501,272</u>	<u>468,941</u>
Total additions	4,954,787	485,699
<b>Deductions:</b>		
Benefit payments to plan members and beneficiaries	2,236,695	137,175
Administrative expenses	<u>175,580</u>	<u>33,035</u>
Total deductions	<u>2,412,275</u>	<u>170,210</u>
Net increase	2,542,512	315,489
<b>Net position held in trust:</b>		
Beginning of year	<u>32,153,988</u>	<u>4,648,633</u>
End of year	<u>\$ 34,696,500</u>	<u>\$ 4,964,122</u>

The accompanying notes are an integral part of these financial statements.

CITY OF NASHUA, NEW HAMPSHIRE  
Statement of Net Position  
Component Units  
June 30, 2013  
(Except for Pennichuck Corporation, which is as of December 31, 2012)

	<u>Pennichuck Corporation</u>	<u>Nashua Airport Authority</u>	<u>Total</u>
<b>ASSETS</b>			
Current assets:			
Cash and cash equivalents	\$ 6,316,000	\$ 107,233	\$ 6,423,233
Investments	-	301,975	301,975
Receivables, net of allowance for uncollectibles:			
User fees	4,371,000	8,658	4,379,658
Intergovernmental	-	540,512	540,512
Inventory	751,000	-	751,000
Prepaid expenses	1,366,000	-	1,366,000
Other current assets	148,000	-	148,000
<b>Total current assets</b>	<u>12,952,000</u>	<u>958,378</u>	<u>13,910,378</u>
Noncurrent assets:			
Non-depreciable capital assets	-	20,804,128	20,804,128
Depreciable capital assets, net	164,058,000	6,957,899	171,015,899
Other noncurrent assets	13,895,000	-	13,895,000
Acquisition premium	83,261,000	-	83,261,000
Investment in real estate partnership	113,000	-	113,000
<b>Total noncurrent assets</b>	<u>261,327,000</u>	<u>27,762,027</u>	<u>289,089,027</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	<u>2,251,000</u>	<u>-</u>	<u>2,251,000</u>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<u>276,530,000</u>	<u>28,720,405</u>	<u>305,250,405</u>
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable and other liabilities	1,290,000	551,946	1,841,946
Accrued payroll	262,000	-	262,000
Accrued liabilities	-	9,383	9,383
Accrued interest payable	618,000	-	618,000
Current portion of long-term liabilities:			
Bonds, notes payable and other obligations	2,780,000	-	2,780,000
Compensated absences	-	-	-
Capital leases	-	-	-
Other current liabilities	-	-	-
<b>Total current liabilities</b>	<u>4,950,000</u>	<u>561,329</u>	<u>5,511,329</u>
Noncurrent liabilities:			
Deferred income taxes	20,625,000	-	20,625,000
Deferred investment	669,000	-	669,000
Regulatory liability	846,000	-	846,000
Bonds, notes payable and other obligations	174,743,000	-	174,743,000
Post-employment benefits obligations	2,368,000	-	2,368,000
Accrued pension liability	8,855,000	-	8,855,000
Liability for derivative instruments	825,000	-	825,000
Contributions in aid of construction	33,533,000	-	33,533,000
Other noncurrent liabilities	886,000	37,703	923,703
<b>Total noncurrent liabilities</b>	<u>243,350,000</u>	<u>37,703</u>	<u>243,387,703</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>	<u>-</u>	<u>3,996</u>	<u>3,996</u>
<b>TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES</b>	<u>248,300,000</u>	<u>603,028</u>	<u>248,903,028</u>
<b>NET POSITION</b>			
Net investment in capital assets	-	27,762,027	27,762,027
Restricted for:			
Pennichuck corporation	28,230,000	-	28,230,000
Unrestricted	-	355,350	355,350
<b>Total net position</b>	<u>\$ 28,230,000</u>	<u>\$ 28,117,377</u>	<u>\$ 56,347,377</u>

CITY OF NASHUA, NEW HAMPSHIRE  
Statement of Revenues, Expenses and Changes in Net Position  
Component Units  
Fiscal Year Ending June 30, 2013  
(Except for Pennichuck Corporation, which is as of December 31, 2012)

	<u>Pennichuck Corporation</u>	<u>Nashua Airport Authority</u>	<u>Total</u>
<b>Operating revenues:</b>			
Charges for services	\$ 37,756,000	\$ 473,420	\$ 38,229,420
Other	-	31,737	31,737
<b>Total operating revenues</b>	<u>37,756,000</u>	<u>505,157</u>	<u>38,261,157</u>
<b>Operating expenses:</b>			
Cost of services	18,540,000	595,704	19,135,704
Taxes other than income taxes	4,857,000	-	4,857,000
Depreciation	5,173,000	429,464	5,602,464
<b>Total operating expenses</b>	<u>28,570,000</u>	<u>1,025,168</u>	<u>29,595,168</u>
<b>Operating income (loss)</b>	<u>9,186,000</u>	<u>(520,011)</u>	<u>8,665,989</u>
<b>Nonoperating revenues (expenses):</b>			
Interest income	-	5,565	5,565
Interest expense	(9,615,000)	-	(9,615,000)
Other nonoperating revenues (expenses)	(2,153,000)	-	(2,153,000)
<b>Nonoperating revenues (expenses), net</b>	<u>(11,768,000)</u>	<u>5,565</u>	<u>(11,762,435)</u>
<b>Income (loss) before contributions</b>	<u>(2,582,000)</u>	<u>(514,446)</u>	<u>(3,096,446)</u>
Capital contributions	-	8,303,417	8,303,417
Effect of change in capital structure	(26,619,000)	-	(26,619,000)
Benefit from income taxes	680,000	-	680,000
Other	(128,000)	-	(128,000)
<b>Change in net position</b>	<u>(28,649,000)</u>	<u>7,788,971</u>	<u>(20,860,029)</u>
<b>Stockholders' equity/Net position, beginning</b>	<u>56,879,000</u>	<u>20,328,406</u>	<u>77,207,406</u>
<b>Stockholders' equity/Net position, ending</b>	<u>\$ 28,230,000</u>	<u>\$ 28,117,377</u>	<u>\$ 56,347,377</u>

The notes to the financial statements are an integral part of this statement.

# CITY OF NASHUA, NEW HAMPSHIRE

## Notes to Financial Statements

### 1. Summary of Significant Accounting Policies

The accounting policies of the City of Nashua (the City) conform to generally accepted accounting principles (GAAP) as applicable to governmental units.

The following is a summary of the more significant policies:

#### A. Reporting Entity

The government is a municipal corporation governed by an elected Mayor and Board of Aldermen. As required by generally accepted accounting principles, these financial statements present the government and applicable component units for which the government is considered to be financially accountable. In fiscal year 2013, it was determined that the Pennichuck Corporation and Nashua Airport Authority met the required GASB 14 (as amended by GASB 39) criteria of a discretely presented component units.

#### B. Government-wide and Fund Financial Statements

##### Government-wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate component units for which the primary government is financially accountable.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

##### Fund Financial Statements

Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the govern-



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF COMMUNITY BASED CARE SERVICES**  
**BUREAU OF ELDERLY & ADULT SERVICES**

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate  
 Commissioner

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 603-271-9203 1-800-351-1888

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

APPROVED BY \_\_\_\_\_  
 DATE 6/19/13  
 PAGE 20  
 ITEM # 133D

June 11, 2013

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into **sole source** amendments with multiple vendors by increasing the price limitation by \$15,737,115.82 in the aggregate from \$34,162,555.45 to \$49,899,671.27 in aggregate, for a continuum of home and community based services to support the elderly and the disabled to remain in their homes and community, and extending the completion date from June 30, 2013 to June 30, 2014, effective July 1, 2013 or date of Governor and Council approval, whichever is later.

Summary of contracted amounts by vendor:

Vendor	Amount
Androscoggin Valley Home Care Services	\$751,975.73
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	\$114,365.61
Area Homecare and Family Services, Inc.	\$1,390,585.24
Child & Family Services of NH	\$1,176,228.14
Community Action Partnership of Strafford County	\$42,510.44
Community Action Program Belknap-Merrimack Counties, Inc.	\$1,597,356.75
CornerStone VNA	\$107,850.54
Easter Seals New Hampshire, Inc.	\$151,397.51
Gibson Center for Senior Services	\$282,232.24
Grafton County Senior Citizen's Council, Inc.	\$1,121,578.72
Nashua Transit System	\$132,084.48
Newport Senior Center, Inc.	\$598,562.45
NH Association for the Blind	\$28,899.56
NH Legal Assistance	\$132,661.20
North Country Home Health and Hospice Agency, Inc.	\$141,240.83

Vendor	Amount
Ossipee Concerned Citizens, Inc.	\$349,999.46
Rockingham Nutrition & M-O-W Program, Inc.	\$1,329,320.30
Somersworth Housing Authority	\$436,545.66
Special Transit Services, Inc.	\$112,113.68
St. Joseph Community Services, Inc.	\$1,614,713.96
The Homemakers Health Services	\$865,192.30
Tri County CAP	\$878,402.60
Valley Regional Healthcare	\$417,605.20
Visiting Nurse Home Care & Hospice of Carroll County	\$312,368.27
VNA at HCS, Inc.	\$1,651,324.95
<b>Total</b>	<b>\$15,737,115.82</b>

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

**05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (60.32% Federal and 39.68% General)**

**05-95-48-481010-90100000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, VOLUNTEER ACTIVITIES (100% General Funds)**

**05-95-48-481010-92550000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT (44.31% Federal and 55.69% General Funds)**

Please see attachment for fiscal details.

#### EXPLANATION

These sole source actions are requested so the Department can ensure the continuation of services that enable elderly and/or disabled clients to remain in their homes and communities and maintain their independence while the Department looks for opportunities to further align service delivery to better serve the citizens of the State of New Hampshire. The requested action seeks approval of 25 of 30 agreements that represent \$15,737,115.82 of the \$16,604,214.77 total anticipated to be spent statewide during this period on a continuum of home and community based services to support the elderly and the disabled to remain in their homes and community via the funding sources listed. A matrix of services provided by vendor is attached.

One of the Agreements with Lakes Region Community Services Council, Inc. is being submitted separately to Governor and Executive Council on June 19, 2013. The Department anticipates that the remaining four agreements will be presented at upcoming Governor and Executive Council meetings.

These extensions are necessitated because the Department incorporated these services into a statewide Request for Proposals (Issued March 15, 2013) that resulted in proposals that did not align closely enough with Department objectives or expectations that vendors provide proposals that embraced a statewide approach to service delivery. The Department will release a new Request for Proposals within the next six months with the same objectives as the March 15, 2013 Request for Proposals to provide person centered service solutions that ensure statewide coverage and that highlight the Department's core values to:

- Empower older adults, their families, and other consumers to make informed decisions about existing health and Long-term care options;
- Enable older adults to remain in their own homes with high quality of life for as long as possible;
- Empower older adults to stay active and healthy;
- Ensure the rights of older adults and prevent their abuse, neglect, and exploitation;
- Promote and support individual and family direction;
- Improve quality of services;
- Improve outcomes;
- Increase access to needed services; and;
- Establish financial sustainability.

The reissue of the Request for Proposals will allow potential contractors time to:

- Develop their programming solutions to meet the Department's core values for the population being served.
- Develop partnerships/subcontracting arrangements to better meet the requirements in the Request for Proposals.
- Meet the time requirements for contracting prior to the expiration of these extensions.

Should the Governor and Executive Council not authorize these amendments, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs. These direct care social services allow the elderly and disabled adults to secure and maintain maximum independence, health, and quality of life that support a goal of the Division of Community Based Care Services to keep individuals in the community.

The contractors were originally selected through a competitive bid process.

The Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the clients by enabling the clients to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. The Bureau has determined that this Contractor has performed satisfactorily.

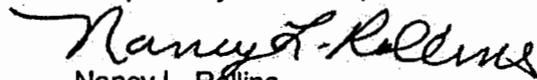
Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
June 11, 2013  
Page 4

Geographic area served is specific per contract.

Source of Funds for this amendment: 51.29% Federal and 48.71% General Funds.

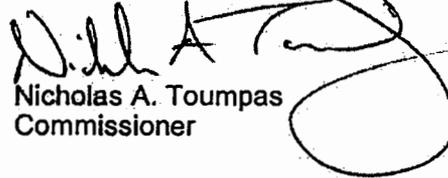
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

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



---

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

This second Amendment to the Transportation services contract (hereinafter referred to as "Amendment #2") dated this 3<sup>rd</sup> day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and City of Nashua, (hereinafter referred to as "the Contractor"), a political subdivision of the State of New Hampshire, with a place of business at 229 Main Street, Nashua, NH 03061-2019.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, and amended by an agreement (Amendment #1 to the Contract) approved on May 15, 2013, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
  - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$337,255.68.
  
- 2) Amendment and modification of Exhibit A:
  - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
  
  - b) Delete and replace Section II Other Terms and Conditions.

Contractor's Initials:       
Date: 6/6/13

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



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
  - a) Add Paragraph #4:
    4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
      10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

*Remainder of Page Left Intentionally Blank*

Contractor's Initials:

Date: 10/16/13

State of New Hampshire  
Department of Health and Human Services  
Amendment #2 for City of Nashua



This Amendment shall be effective upon 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 June 2013  
Date

Nancy L. Rollins  
Nancy L. Rollins  
Associate Commissioner

City of Nashua

June 6, 2013  
Date

Donna Lee Cozdan  
NAME Donna Lee Cozdan  
TITLE Mayor

Acknowledgement:

State of NH, County of HILLSBOROUGH on JUNE 6, 2013,  
before the undersigned officer, personally appeared the person identified 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.

Signature of Notary Public or Justice of the Peace

Brenda J. Cloutier, Exec. Sec'y  
Name and Title of Notary or Justice of the Peace  
MY COMM. EXP: 1/25/17

Contractor's Initials: DL  
Date: 6/6/13

State of New Hampshire  
Department of Health and Human Services  
Amendment #2 for City of Nashua



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

OFFICE OF THE ATTORNEY GENERAL

10 Jun. 2013  
Date

Jeanne P. Herrick  
Name: Jeanne P. Herrick  
Title: Attorney

I hereby certify that the foregoing contract 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:

Contractor's Initials: DL  
Date: 6/6/13



57

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF COMMUNITY BASED CARE SERVICES**  
**BUREAU OF ELDERLY & ADULT SERVICES**

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate  
 Commissioner

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 603-271-9203 1-800-351-1888

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 28, 2013

42.38% general  
 57.62% federal

*retroactive*

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to retroactively amend an existing Agreement (Purchase Order #1023712) with City of Nashua, 229 Main Street, New Hampshire (Vendor #157569) to provide transportation services by transferring Transportation service units from demand to fixed route with no change to the total price limitation, effective October 1, 2012 through June 30, 2013 upon Governor and Executive Council approval. The original Agreement, ending June 30, 2013, was approved by Governor and Executive Council on June 22, 2011 (Item #201). Funding is available in the following accounts for State Fiscal Year 2013, with the authority to transfer service units within the scope of services that are funded within the same account number and within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	512-500352	Transportation	\$102,585.60	\$0.00	\$102,585.60
2013	512-500352	Transportation	\$102,585.60	\$0.00	\$102,585.60
<b>Total</b>			\$205,171.20	\$0.00	\$205,171.20

**EXPLANATION**

Under the terms of this agreement the City of Nashua's Nashua Transit System provides transportation services to seniors. Funding to support these services is provided under the Older Americans Act. There are two types of transportation services provided: on demand transportation and fixed route (bus) transportation. The agreement provides funding for a fixed number of services (defined as units of service) for each type of transportation. This amendment is identified as retroactive because it transfers available on demand transportation units of service to fixed route units of service effective October 1, 2012 and is being submitted retroactively due to a Bureau of Elderly and Adult Services' oversight.

The site review conducted by the Bureau of Elderly and Adult Services revealed that the Nashua Transit System was charging a fare for on demand transportation, contrary to Title III of the Older Americans Act that prohibits charging a fee or a fare for services. Nashua Transit System determined that it could not continue on

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
March 28, 2013  
Page 2

demand services without the fare charged to seniors. That being the case, the Transit System could no longer invoice the Bureau for on demand services. However, the Transit System does not charge a fare for fixed route bus transportation to seniors who redeem vouchers that are distributed free of charge to senior housing facilities. By transferring unused on demand transportation units of service to fixed route units of service, the Nashua Transit System will be able to provide more senior riders uninterrupted service. These additional units of service for bus transportation allow seniors to attend doctor appointments, meals sites, shopping and a connection to their community, in compliance with the Older Americans Act.

Should the Governor and Council determine to not authorize to amend this existing Agreement, seniors will have less access to services such as, but not limited to, doctor appointments, pharmacy, shopping, and congregate meal sites. Less access means less independence for seniors and greater isolation from their communities.

City of Nashua, New Hampshire's original contract, approved by Governor and Executive Council on June 22, 2011 (item #201), for transportation services was awarded based on a competitive bid process. A Request for Proposals was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. The bid summary for City of Nashua is attached.

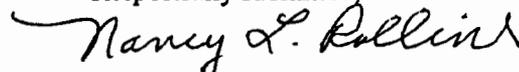
Bureau of Elderly and Adult Services established performance measures to determine that these services were beneficial to the State and seniors by enabling them to remain in their homes and communities and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. Because their recent site review revealed that the City of Nashua's Nashua Transit System could not sustain the on demand transportation utilizing Administration on Aging Title III funding through the Bureau of Elderly and Adult Services, the Bureau agreed with the City of Nashua's Nashua Transit System that focusing the Title III funding provided through this contract on fixed route transportation only, Nashua Transit System will be able to provide for more senior riders and be in compliance with the Older Americans Act.

Area served: See attached list of towns/cities served.

Source of Funds: 57.62% Federal (Administration on Aging) and 42.38% General Funds.

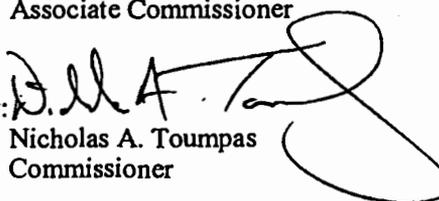
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

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



---

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

This first Amendment to the Transportation services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of February 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and City of Nashua, (hereinafter referred to as "the Contractor"), a political subdivision of the State of New Hampshire, with a place of business at 229 Main Street, Nashua, NH 03061-2019.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, 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 of the Agreement; and Exhibit A, Section II, Paragraph 15; the State may modify the payment schedule of the contract by written agreement of the parties; and

WHEREAS, the Contractor has requested to transfer units of demand route transportation to units of fixed route transportation.

*Remainder of Page Left Intentionally Blank*

Contractor Initials: DL  
Date: 3/1/2013

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



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) Amendment and modification of Exhibit B;  
a) Delete Paragraph #1 Table and replace with the following:

<u>Service</u>	<u>SFY 2012-2013 Unit Type</u>	<u>SFY 2012- 2013 Rate Per Unit</u>	<u>Original SFY 2012 Units</u>	<u>Original SFY 2013 Units</u>	<u>Revised SFY 2013 Units</u>
<b>Funding: AoA Title IIIB</b>					
Transportation-Demand Route	Per one way trip	\$ 5.74	13,440	13,440	0
Transportation-Fixed Route	Per one way trip	\$ 2.12	12,000	12,000	48,389

- b) Delete Paragraph # 2 and replace with the following:

2. It is understood that in no event shall the payments made by the Bureau of Elderly and Adult Services under this Agreement for services provided by the Contractor in SFY 2012 and SFY 2013 exceed the sum of \$102,585.60 and \$102,585.60, respectively, for a grand total of \$205,171.20.

- c) Add Paragraph # 13 with the following:

13. Notwithstanding paragraph 18 of the P-37 and Exhibit A, Section II, Paragraph 15, an amendment limited to the terms of Exhibit B, Paragraph #1 Table, to transfer the amount of units from one service to another that are funded within the same account number identified in the original Exhibit B Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without first obtaining approval of Governor and Executive Council.

*Remainder of Page Left Intentionally Blank*

Contractor Initials:                     

Date: 3/11/2013

State of New Hampshire  
Department of Health and Human Services  
Amendment #1 for City of Nashua



This Amendment shall be retroactive to October 1, 2012, effective upon 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

4/9/2013  
Date

Nancy L. Rollins  
Nancy L. Rollins  
Associate Commissioner

City of Nashua

3/1/2013  
Date

Donna Lee Lozeau  
NAME Donna Lee Lozeau  
TITLE Mayor

Acknowledgement:

State of NH, County of HILLSBOROUGH on 3/1/2013,  
before the undersigned officer, personally appeared the person identified above, of DONNA LEE LOZEAU  
satisfactorily proven to be the person whose name is signed above, and acknowledged  
that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Brenda J. Cloutier  
Name and Title of Notary or Justice of the Peace

MY COMM. EXP.: 1/25/17

Contractor Initials: DL  
Date: 3/1/2013

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



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

OFFICE OF THE ATTORNEY GENERAL

22 April 2013  
Date

*[Signature]*  
Name: Verne P. Herick  
Title: Attorney

I hereby certify that the foregoing contract 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:

Contractor Initials: DC  
Date: 3/11/2013



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF COMMUNITY BASED CARE SERVICES**

***BUREAU OF ELDERLY & ADULT SERVICES***

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-4680 1-800-351-1888  
 Fax: 603-271-4643 TDD Access: 1-800-735-2964

May 23, 2011

His Excellency, Governor John H. Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with City of Nashua, New Hampshire, (Vendor #157569) to provide Transportation, in an amount not to exceed \$205,171.20 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

<b>Fiscal Year</b>	<b>Class/Object</b>	<b>Class Title</b>	<b>Amounts</b>
2012	512-500352	Transportation	\$102,585.60
2013	512-500352	Transportation	\$102,585.60
Total			\$205,171.20

**EXPLANATION**

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Transportation services will be able to remain in their homes and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Transportation services to eligible individuals in the catchment area identified in this contract was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

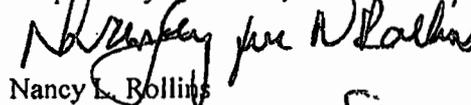
Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 57.62% Federal (Administration on Aging and Social Services Block Grant) and 42.38% General Funds.

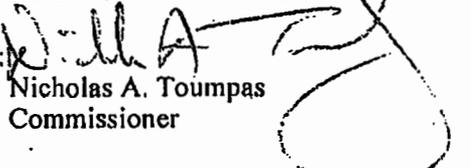
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:

  
Nicholas A. Toumpas  
Commissioner

Request for Proposals Social Services for SFY's 2012 and 2013  
 RFP #12-DCBCS-BEAS-SS-01

Agency Name:	City of Nashua
--------------	----------------

RFP Criteria	Max. Pts.	RFP Reviewers			Total
		1	2	3	
		Ann Driscoll	Tracey Tarr	Patrick Herlihy	
Agency Capacity	35	23	28	28	26.3
Response to Scope of Services	40	33	30	35	32.7
Budget & Justification	20	11	16	18	15.0
Format	5	2	4	5	3.7
<b>Total</b>	<b>100</b>	<b>69</b>	<b>78</b>	<b>86</b>	<b>77.7</b>

Reviewers Information:

Job Title	Administrator I	Supervisor VII	Administrator II
Dept/Agency	DHHS/DCBCS/BEAS	DHHS/DCBCS/BEAS	DHHS/DCBCS/BEAS
Qualifications	20 years as a CPA, worked for DHHS for 8 years, monitored programming and financial contracts for BBH, BDS, Homeless and Housing and BEAS. Reviewed RFPs for BBH and BEAS.	Policy and Program Development and Direct Care with the Aging Population	DHHS Transportation Coordinator with 25 years experience in state government with emphasis on community development & human services

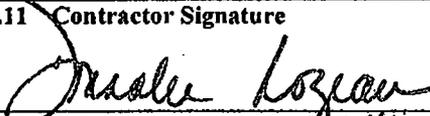
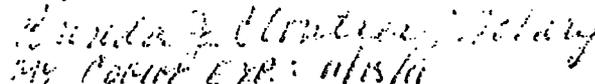
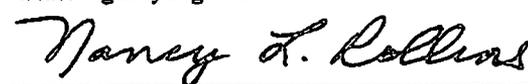
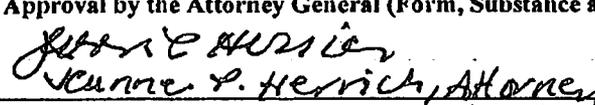
Subject: \_\_\_\_\_

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services, Division of Community Based Care Services Bureau of Elderly and Adult Services		<b>1.2 State Agency Address</b> 129 Pleasant Street, Brown Building Concord, New Hampshire 03301-3857	
<b>1.3 Contractor Name</b> City of Nashua, New Hampshire		<b>1.4 Contractor Address</b> 229 Main Street Nashua, NH 03061-2019	
<b>1.5 Contractor Phone Number</b> (603) 589-3260	<b>1.6 Account Number</b> See Exhibit B for account Numbers	<b>1.7 Completion Date</b> June 30, 2013	<b>1.8 Price Limitation</b> \$ 205,171.20
<b>1.9 Contracting Officer for State Agency</b> Nancy L. Rollins		<b>1.10 State Agency Telephone Number</b> (603) 271-4394	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Donnalee Lozeau, MAYOR	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/27/11</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal]  BRENDAN T. CROCKETT EXEC. SECRET			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> BRENDAN T. CROCKETT EXEC. SECRET			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Nancy L. Rollins, Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: <u>5/27/2011</u> Jeanne P. Herrich, Attorney			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: <u>June 22, 2011</u> # <u>201</u>			

**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.

**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: DL  
Date: 5/18/11

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.

**EXHIBIT A  
SCOPE OF SERVICES**

**DATE:** May 9, 2011

**CONTRACT PERIOD:** July 1, 2011 to June 30, 2013

**CONTRACTOR:**

NAME	City of Nashua, New Hampshire
ADDRESS	229 Main Street Nashua, NH 03061-2019
TELEPHONE	603-589-3260
MAYOR OF NASHUA	Donnalee Lozeau

**SECTION I  
TRANSPORTATION**

The Contractor agrees:

**SERVICE/PROGRAM DESCRIPTION**

Transportation service transports older persons to and from community facilities, meal sites, and other resources for purposes of applying for and receiving services which reduce isolation, increase participation in programs or otherwise promote independent living.

**SERVICE/PROGRAM AND ADMINISTRATIVE REQUIREMENTS:**

1. The Contractor agrees to provide the following service/program activities:  
  
Transportation services shall be regularly provided on a demand responsive basis and/or over a fixed route.
2. The Contractor agrees to provide the following administrative requirements:
  - A. The Contractor agrees to perform the following services: determine eligibility; maintain recipient records; supervise and train staff; monitor and evaluate services; maintain financial records; and submit reports as requested by the Bureau of Elderly and Adult Services.
  - B. The Contractor shall determine eligibility for Title III funded services as specified in the Older Americans Acts of 1965 as amended.
3. Rules and Policies:  
  
The Contractor shall provide services according to the rules and policies of the Bureau of Elderly and Adult Services, which are incorporated by reference into this Agreement.
4. Regional Transportation Coordination Plan:

Contractor Initials: DL  
 Date: 5/18/11

The Contractor shall be an officially recognized participant in the New Hampshire Regional Planning Commission coordinated transit-human service plan that pertains to the geographical areas in which the Contractor delivers transportation services. This may require the Contractor to be an officially recognized participant in more than one Regional Planning Commission's coordinated transit- human service plan, depending on the geographical areas served by the Contractor. All geographical areas served by the Contractor shall be included in a regional coordinated transit-human service plan if such a plan exists.

5. Compliance with New Hampshire Community Transportation Regional Coordination System.

Current DHHS plans call for the implementation of a statewide Community Transportation Regional Coordination System (CTRCS). The State Coordinating Council for Community Transportation (SCC) is in the process of approving Regional Coordination Councils (RCC) in ten regions of the State. Each RCC shall designate a Regional Transportation Coordinator (RTC), upon approval of the SCC pursuant to RSA 239B, to coordinate transportation service for the region. It is anticipated that this will be accomplished by July 2012. Once the RCC is established and the RTC designated, BEAS shall transition the transportation funding under this contract to the RTC. At that time the transportation portion of this contract will terminate and transportation providers shall receive funding to provide transportation services from the CTRCS rather than BEAS. The providers shall adhere to the operating standards of each region upon implementation of the CTRCS.

6. Units of Service:

The Contractor agrees to provide the number of Transportation units as detailed in Exhibit B Purchase of Services.

7. Location:

Transportation services shall be provided in the town/cities listed in the attached Catchment page, which is incorporated by reference into this Exhibit A.

8. Quality Assurance:

- 1) The Quarterly Program Service Report shall be submitted by the 15th of the month following the State Fiscal Year quarter reported. The Quarterly Program Service Report is to be completed in accordance with instructions provided by the Bureau of Elderly and Adult Services and sent to the Bureau of Elderly and Adult Services, Finance and Business Operations, 129 Pleasant Street, Concord, New Hampshire 03301-0387.
- 2) The Contractor agrees to obtain client feedback as to the quality of services provided and report the outcome to BEAS in the Quarterly Program Service Report due January 15, 2012 and January 15, 2013.
- 3) Contractor agrees to the outcomes, goals, objectives, and performance measures as described herein and assures a plan for monitoring and evaluating progress in meeting these. BEAS expects one hundred percent compliance with meeting the performance measures, by the contractor.

Based on the federal grant requirements, the desired service outcome for Transportation services is as follows:

Contractor Initials: DC  
Date: 5/18/11

**Outcome:** The informal supports that NH's older residents receive enable them to remain in their homes and communities and ensure that the services they receive assist them in remaining independent.

BEAS developed four goals that contain objective(s) and performance measures in which to monitor the performance of the contract to assure the desired outcomes.

1. **Goal: Eligibility determination**
    - a. Objectives:
      - i. All clients served meet eligibility requirements of AoA;
      - ii. Agency to identify, locate and serve the people who need and could benefit from services.
    - b. Performance Measures:
      - i. Initial application: process is accurate and timely;
      - ii. Continued eligibility: continued eligibility is assessed and timely;
      - iii. Outreach: There is evidence of outreach; and the designated population is being served.
  2. **Goal: Service plan/service delivery**
    - a. Objective:
      - i. Clients receive services in accordance with needs.
    - b. Performance Measures:
      - i. Comprehensive, person centered service plans are developed based on established timeframes;
      - ii. Services are available and accessible;
      - iii. Clients participate in planned services.
  3. **Goal: Agency and provider staff requirements**
    - a. Objectives:
      - i. Provider agency is licensed, certified or authorized, as applicable;
      - ii. Agency staff is qualified to provide services/supports.
    - b. Performance Measures:
      - i. Agency meets all applicable federal, state, and local regulations;
      - ii. Staff is qualified to plan and deliver services within scope of contract.
  4. **Goal: Financial accountability**
    - a. Objectives:
      - i. Provider Agency's billing is accurate, complete, and timely, within the contract budget and adheres to state regulations;
      - ii. BEAS pays provider's claims within state regulations and contract guidelines.
    - b. Performance Measure:
      - i. Provider Agency submits invoices for reimbursement that can be substantiated with backup source documents, that are in accordance with BEAS instructions, and consistent with state/federal regulation.
- 4) Contractor agrees to participate in any future Quality Assurance Measures adopted by the Bureau of Elderly and Adult Services.

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Contractor Initials: DL  
Date: 5/18/11

**SECTION II: OTHER TERMS AND CONDITIONS**

**I. Wait List**

1) All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

- a. Each contract agency shall include the following information on its wait list:
  - i. The individual's full name and date of birth;
  - ii. The name of the Title XX service being requested;
  - iii. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
  - iv. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
  - v. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
  - vi. The individual's assigned priority on the wait list, determined in accordance with (b) below;
  - vii. A brief description of the individual's circumstances and the services he or she needs.
- b. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
  - i. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
  - ii. Declining mental or physical health of the caregiver;
  - iii. Declining mental or physical health of the individual;
  - iv. Individual has no respite services while living with a caregiver; and
  - v. Length of time on the wait list.
  - vi. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
  - vii. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
- c. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2) The wait list must be maintained during the contract period and available to BEAS upon request.

**2. Equal Access to services:**

1) To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

Contractor Initials: DL  
Date: 5/18/11

- 2) Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

3. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

- o Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

4. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services for the period July 1, 2011 through June 30, 2013. These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

5. Sub contracts:

- 1) With prior written approval from BEAS, the Contractor may enter into subcontracts with vendors as needed.
- 2) Prior to entering into subcontracts supported with Federal funds, the Contractor shall consult the ineligible parties list to ensure that potential subcontractors are eligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." The list is available on the Web at <http://www/eplis.gov>.

6. Compliance with Laws and Regulations:

Contractor shall submit to the Bureau of Elderly and Adult Services proof of current licenses/permits etc., as described in Exhibit C Special Provisions # 15 Operations of Facilities that covers the entire contract period from July 1, 2011 through June 30, 2013. Failure to submit current copies of licenses/permits, etc. may result in the Bureau of Elderly and Adult Services withholding payments until licenses are submitted. Provide BEAS with copies of any inspection deficiency reports and corrective action plans.

7. Criminal Background and Adult Protective Service Registry Checks:

- 1) Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.
- 2) Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective

Contractor Initials: DC  
Date: 5/18/11

employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

8. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.
9. Invoices, financial reports, and Quarterly Service Purchase Reports shall be submitted monthly to BEAS as described in Exhibit A Scope of Services and Exhibit B Purchase of Services.
10. Assure appropriate accounting practices, procedures and laws are adhered to and participate in reporting requirements as outlined in the Standard State Contract (P-37) and Exhibits A and B.

11. Audit Requirement

- 1) On or before March 31, 2012 and 2013, the Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. The Contractor shall provide the State with a copy of their most current independent audit during the entire contract period.
- 2) The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

12. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

13. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

14. Debarment, Suspension and Other Responsibility Matters

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

15. Contract Amendments

- a. The Bureau of Elderly and Adult Services may adjust the contract amount and/or scope of services during the contract period based on program performance, fiscal expenditure, and

Contractor Initials: DL  
Date: 5/18/11

federal/state regulatory, policy and program changes. If the action taken requires a contract amendment, it shall be submitted to Governor and Executive Council for approval.

- b. Changes that do not affect its scope, duration, or financial limitations, may be made upon mutual agreement between the contractor and BEAS.

16. Entire Agreement:

The following documents are incorporated by reference into this Agreement and they constitute the entire Agreement between the State and the Contractor: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement (does not apply to this contract), Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance, Certificate of Good Standing, Certificate of Vote, Certificate of Proof of Insurance, and Comprehensive General Liability Insurance Acknowledgement Form, the Contractor's mission statement, audited financial statement, list of Board of Directors, list of key personnel and salaries, key resumes, and Catchment area.

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Contractor Initials:                       
Date: 5/18/11

**EXHIBIT B  
PURCHASE OF SERVICES**

**Contractor Name:** City of Nashua, New Hampshire

**Contract Period:** July 1, 2011 through June 30, 2013

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, at the following rate(s):

Service	SFY 2012-2013 Unit Type	SFY 2012-2013 Rate Per Unit	SFY 2012 Units	SFY 2012 Cost	SFY 2013 Units	SFY 2013 Cost
<b>Funding: AoA Title IIIB</b>						
Transportation- Demand Route	Per one way trip	\$5.74	13,440	\$77,145.60	13,440	\$77,145.60
Transportation- Fixed Route	Per one way trip	\$2.12	12,000	\$25,440.00	12,000	\$25,440.00
			<b>Total SFY 12</b>	<b>\$102,585.60</b>	<b>Total SFY 13</b>	<b>\$102,585.60</b>

2. It is understood that in no event shall the total payments made by the Bureau of Elderly and Adult Services under this Agreement exceed the sum of:

Grand Total SFY 12 and 13: \$205,171.20

3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	Administration on Aging	93.044	05-95-48-481010-78720000-512-500352

4. Administration on Aging, Title IIIB and Title IIIC Source of Funds Matching Requirement. Local share of matching funds shall be at a minimum 10% of the Administration on Aging Title IIIB and Title IIIC funds, as identified in this exhibit. The 10% match shall be based on the total amount of requested federal dollars plus the match amount. This amount can be local share, i.e. town, county, United Way, fund raising, client donations toward services provided under Title IIIB and Title IIIC, other or in-kind match. However, in-kind match cannot be more than 50% of the total local share match requirement. Other federal funds, such as Title XX, Title XX client fees and USDA reimbursement cannot be used to meet Title III match requirements.

Contractor Initials: DA  
Date: 5/18/11

5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay the Contractor one twelfth of the contract amount or the amount of the invoice, which has been approved by the Bureau of Elderly and Adult Services. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. Invoices shall be due by the 15th of the month following the month in which services are provided.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
9. The Bureau of Elderly and Adult Services may make an adjustment of the payment amount and/or a suspension of the one twelfth payment amount if any of the following occur: 1) Invoices are received over a two month period after the due date identified in paragraph 6 above; 2) The Quarterly Program Service Reports or missing client invoices are not submitted in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services; 3) Services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 4) Should BEAS choose to execute the right to terminate the contract agreement prior to completion date, as stated in Exhibit C-1 Additional Special Provisions.
10. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
11. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS.

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services  
Data Management Unit  
129 Pleasant Street, P.O. Box 2000  
Concord, NH 03301

Contractor Initials: DL  
Date: 5/18/11

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services  
Finance and Business Operations  
Governor Hugh Gallen Office Park, Brown Building  
129 Pleasant Street  
Concord, N.H. 03301

12. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services  
Data Management Unit  
129 Pleasant Street, P.O. Box 2000  
Concord, NH 03301

Contractor Initials: DL  
Date: 5/18/11