



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4493 1-800-852-3345 Ext. 4493
Fax: 603-271-0545 TDD Access: 1-800-735-2964



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September 19, 2013

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

REQUESTED ACTION

Sole Source
Retroactive *100% General funds*

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** agreement with the City of Nashua, Division of Public Health and Community Services (Vendor #177441-B011), 18 Mulberry Street, Nashua, NH 03060, in an amount not to exceed \$35,000.00, to provide tuberculosis prevention and control services in the Greater Nashua area, to be effective **retroactive** to July 1, 2013, through June 30, 2014.

Funds are available in the following account for SFY 2014, 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.

05-95-90-902510-5170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUR INFECTIOUS DISEASE CONTROL, DISEASE CONTROL

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2014	102-500731	Contracts for Prog Svc	90020006	\$35,000.00

EXPLANATION

The request for this agreement to be awarded as **sole source** is because the City of Nashua Division of Public Health and Community Services is the local municipal public health entity, with the legal authority and infrastructure necessary to carry out disease surveillance and investigations, mitigate public health hazards, and enforce applicable laws and regulations. **Retroactive** approval is requested because of unanticipated delays in necessary revisions to the contract scope of work due to two program managers on FMLA leaves of absence and the City of Nashua's contact signatory process.

Funds in this agreement will be used to provide tuberculosis prevention and control services in the Greater Nashua area. This includes prompt identification and treatment of active tuberculosis cases, identification and treatment of individuals who have been exposed to infectious tuberculosis cases, and targeted testing and treatment of individuals most at risk for contracting the disease, including children younger than five years of age, foreign-born individuals, and immunocompromised individuals in the Greater Nashua area.

Case management services will be provided by isolating infectious individuals with tuberculosis from the public, assuring proper supervised treatment for 6 - 9 months, and monitoring for adherence and adverse reactions to medication by visiting clients regularly. Prompt contact investigations will be provided to identify all exposed individuals and arrange for tuberculin skin testing and proper treatment if needed. Case management of those infected will be provided until a 9-month course of treatment is completed.

Based on recent data, it is anticipated that 10 - 30 individuals will be served by this agency for comprehensive tuberculosis prevention and control services annually, in addition to screening and testing of 100 - 150 refugees annually.

Should Governor and Executive Council not authorize this Request, these critical public health activities may not be completed in a timely manner and may lead to an increased number of infectious cases of tuberculosis in the state.

These services were contracted previously with this agency in SFY 2013 in the amount of \$35,000. This represents level funding.

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

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

Completion of Treatment

- 90% of clients with pulmonary tuberculosis, for whom one year of treatment is indicated, shall complete treatment within 12 months.
- 75% of program-identified high-risk infected persons who are placed on treatment of latent tuberculosis infection shall complete treatment.
- 90% of clients with pulmonary tuberculosis shall complete treatment by directly observed therapy.
- 75% of clients with extra pulmonary tuberculosis shall complete treatment by directly observed therapy.

Known HIV Status

- 90% of newly reported persons with tuberculosis shall have an HIV test.

Contact Investigations

- 95% of close contacts shall be evaluated to determine if they have latent tuberculosis infection or tuberculosis disease.
- 90% of infected close contacts, which start treatment for latent tuberculosis infection, shall complete treatment.

Evaluation of Immigrants and Refugees

- Refugee arrivals shall be screened for tuberculosis / latent tuberculosis infection within 30 days of arrival notification.
- 90% of Class A/B arrivals shall be evaluated for tuberculosis disease and latent tuberculosis infection within 30 days of arrival.
- 90% of class A/B arrivals with latent tuberculosis infection, who are started on treatment, shall complete treatment.

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Area served: Greater Nashua area.

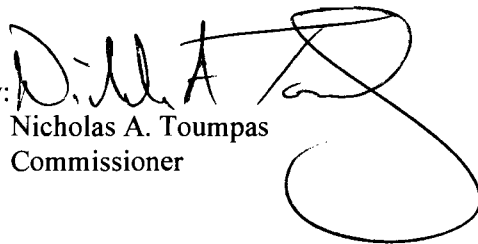
Source of Funds: 100% General Funds.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:

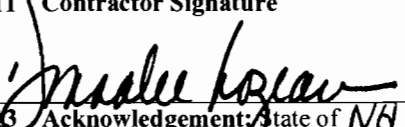
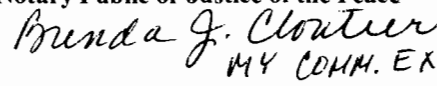
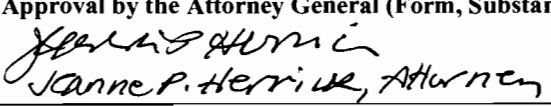


Nicholas A. Toumpas
Commissioner

Subject: Tuberculosis Prevention and Control Services**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name City of Nashua, Division of Public Health and Community Services		1.4 Contractor Address 18 Mulberry Street Nashua, NH 03060	
1.5 Contractor Phone Number (603) 589-4560	1.6 Account Number 05-95-90-902510-5170-102-500731	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$35,000.00
1.9 Contracting Officer for State Agency Eisa L. Bujno, MSN, APRN Brook Dupee Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Donnalee Lozeau, Mayor	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>HILLS</u> . On <u>9/13/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] MY COM. EXP.: 1/25/17			
1.13.2 Name and Title of Notary or Justice of the Peace BRENDA J. CLOUTIER, EXEC. SEC'Y			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupee Eisa L. Bujno , Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herriault, Attorney On: <u>20 Sept. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

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


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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.

NH Department of Health and Human Services

Exhibit A

Scope of Services

Tuberculosis Prevention and Control Services - Greater Nashua Area

CONTRACT PERIOD: July 1, 2013 through June 30, 2014

CONTRACTOR NAME: City of Nashua, Division of Public Health and Community Services

**ADDRESS: 18 Mulberry Street
Nashua, NH 03060**

Division Director: Kerran Vigroux

TELEPHONE: (603) 589-4560

SCOPE OF SERVICES, PERFORMANCE STANDARDS AND PERFORMANCE MEASURES

Scope of Services:

The minimum required services to meet the priorities and goals of this request for proposals are summarized below.

The New Hampshire Tuberculosis Program (NHTBP) will work with the contractor to provide Tuberculosis (TB) prevention and control services. Three key national priorities for TB services include: prompt identification and treatment of active TB cases, identification and treatment of individuals who have been exposed to active cases and targeted testing and treatment of individual most at risk for the disease.

The contractor shall provide case management services by assuring proper supervision until treatment is completed, monitoring for adherence and adverse reactions of treatment by visiting clients regularly, and supervising isolation of individuals with infectious TB when ordered by the New Hampshire Department of Human Services (NH DHHS), New Hampshire Division of Public Health Services (NH DPHS).

The contractor will also conduct prompt contact investigations to identify all exposed individuals, arrange for tuberculin skin testing or Interferon Gamma Release Assay (IGRA) testing and assure proper treatment, if infected. Case management of those individuals who are infected with TB shall be provided until a 9-month course of treatment, or other appropriate treatment regimen, is completed. Targeted testing of high-risk groups identified by the NHTBP is an expectation of this contract. Based upon recent data, it is anticipated that 30 -50 individuals will be served by this agency for comprehensive TB prevention and control services annually in addition to (if applicable) screening and testing of 250 refugees annually.

I. TESTING, DIAGNOSIS AND MEDICAL EVALUATION STANDARDS

Screening shall be targeted to high-risk populations as identified by the NH DPHS to include:

- Children < 5 years of age;
- Immunocompromised persons (Human Immunodeficiency Virus Infection/Acquired Immunodeficiency Syndrome (HIV/AIDS) those on cancer treatments or high-dose steroids or Tumor necrosis factor alpha antagonists or those who have recently undergone transplant procedures);
- Recent converters;
- Contact to recent active case of pulmonary TB;

- Class A/B immigrants and refugees.

The contractor shall:

1. Assure that all Class A, B1, and B2, & Class B3 arrivals receive a tuberculin skin test (TST)/ Blood Assay for Mycobacterium tuberculosis (BAMT) and symptom screen within 10 business days of notification of arrival;
2. Inform medical providers of the need to comply with the ICE standard for Class B1, B2, & B3 immigrant medical evaluations within 30 days of arrival;
3. Provide a tuberculin skin test to all other newly arrived refugees within 30 days of notification of arrival;
4. Assure that refugees with positive TSTs or BAMTs are evaluated and that recommendations are made for treatment of latent tuberculosis infection (LTBI) to the medical provider;
5. Assure that all others identified as high risk are provided a screening test as indicated.
6. Conduct an investigation on all TST or BAMT positive children less than five years of age to identify a source case.
7. Arrange a medical evaluation to diagnose TB/LTBI for all individuals with a positive TST which will also include recommendations for HIV testing.
8. Document a medical diagnosis within 60 days of the start of treatment.
9. Report the diagnosis, ruled out or confirmed, to the NHTBP.
10. Submit a completed NH TB Program Investigation form to the NHTBP within 10 business days of results.

II. REPORTING STANDARDS

A system exists to collect, monitor, analyze data and evaluate performance is utilized for timely reporting to the NH DPHS NHTBP.

The contractor shall assure for active TB Cases:

1. Timely submission of the "NH TB Program Investigation form (via fax) and a template for suspect active and active TB cases" via email to the TB Program Manager and Infectious Disease Nurse Manager within 1 business day of initial report.
2. Timely submission of "The Report of Verified Case of TB (RVCT)" within 30 days of diagnosis,
3. Timely submission of the "Initial Drug Susceptibility Report (RVCT Follow Up Report 1)" within 30 days of sensitivity results,
4. Timely submission of the "Completion Report (RVCT Follow Up Report 2)" within 30 days of discharge regardless of residence location.

The contractor shall assure that for all LTBI cases:

1. Determine if a client will be eligible to receive TB Program Services based on risk category.
2. Assure submission of the completed NH TB Program Tuberculosis Investigation Form with the TB Discharge Form

III. TREATMENT AND MONITORING STANDARDS

Treatment and the monitoring of treatment shall be provided utilizing the guidance of the Centers for Disease Control and Prevention (CDC) and the NHTBP.

The contractor shall:

1. Provide to the patient's medical provider the current CDC and/or American Thoracic Society Guidelines for baseline and ongoing laboratory testing, vision and hearing screening;
2. Arrange treatment for all eligible Class A/B arrivals with LTBI and assure completion of treatment according to clinical guidelines;
3. Provide consultation to medical providers regarding treatment recommendations for all high-risk groups;

4. Provide recommendations for treatment about the importance of adherence to treatment guidelines;
5. Assure that a telephone contact is made with the client within 24 hours of identification of case or suspect case.
6. Conduct a face-to-face visit to the identified case or suspect case within three business days of identification to provide counseling and assessment;
7. Monitor treatment adherence and adverse reaction to treatment by conducting a minimum of monthly visits for active cases or phone calls for LTBI cases until treatment is completed.
8. Document and report unusual symptoms and severe adverse drug reactions to the medical provider and the NHTBP within 24 hours of assessment.
9. Document and report lack of clinical improvement to the medical provider and the NHTBP within two months of treatment initiation (active cases).

A plan for Directly Observed Therapy (DOT) shall be established.

The contractor shall:

1. Evaluate each patient and his/her environment to determine the most appropriate person(s) to provide DOT.
2. If the DOT provider is not a Contractor employee, the Contractor staff will provide DOT education to that provider and recommend DOT as the standard of care for all clients with TB.
3. Develop a DOT calendar to include the following information: drug, dose, route, frequency, duration, observer name and changes in any of these to be reviewed at least monthly.
4. Non-adherence to treatment shall be reported to the NHTBP within three days.
5. Clients not placed on DOT shall be reported to the NHTBP within 1 week of treatment initiation or confirmed diagnosis.
6. Adherence of clients self administering medications shall be monitored by contact with the patient every two weeks, as well as monthly unannounced visits to monitor pill counts, pharmacy refills or urine testing.

Laboratory monitoring shall be individualized based on the treatment regimen used and the client's risk factors for adverse reactions.

The contractor shall:

1. Arrange for the collection of sputum specimens, in coordination with the medical provider, at a minimum of monthly intervals until at least two consecutive negative cultures are reported by the laboratory (culture conversion).
2. Collect specimens for smear positive infectious cases, if not done by the medical provider, every one-two weeks until three negative smears or two negative cultures are reported.
3. Report culture conversions not occurring within two months of treatment initiation to the NHTBP and medical provider with the appropriate treatment recommendation.
4. Notify the NHTBP if susceptibility testing is not ordered on isolates sent to private labs.
5. Obtain susceptibility results from private labs to be forwarded to the NHTBP.
6. Request that an isolate be sent to the NH Public Health Laboratory for genotype testing when specimens are submitted to a reference laboratory.

Isolation shall be established, monitored and discontinued as required.

The contractor shall:

1. Monitor adherence to isolation through unannounced visits and telephone calls.
2. Report non-adherence to isolation to the NHTBP.
3. Assure that legal orders for isolation are issued from the NH DPHS, NH DHHS and served by the

local authority when indicated.

IV. CONTACT INVESTIGATION STANDARDS

Contact investigation is initiated and completed promptly.

The contractor shall:

1. For infectious clients, conduct the client interview and identify contacts within three business days of case report submission to the NHTBP;
2. Contact investigations are prioritized based upon current CDC guidelines such as smear positivity and host factors;
3. Assure that contacts diagnosed with LTBI, who are eligible for treatment, start and complete treatment as recommended.

V. FOR ALL CLIENTS IN THE NEW HAMPSHIRE TB PROGRAM

The contractor shall assure that:

1. Patient teaching is provided per NHTBP Assessment and Education form.
2. A policy is developed, implemented and annually reviewed for the maintenance of confidential client records.
3. A signed release of information is obtained from each client receiving services.
4. Contractor staff complies with all laws related to the protection of client confidentiality and the management of medical records.
5. A copy of the client record is submitted to the NHTBP within 30 days of completion of therapy or discharge.
6. Assistance is provided to individuals applying for the NHTBP Financial Assistance Fund to assure that diagnostic and treatment services are made available regardless of the individual's ability to pay.

VI. ADDITIONAL PROGRAM SERVICES

The contractor shall:

1. Participate in NHTBP case review meetings at a mutually agreed upon time;
2. Participate in the mandatory cohort review & chart audit when scheduled;
3. Submit a biannual progress report by February 1 and August 1 of each funding year;
4. Assure a trained and proficient workforce is maintained.

Performance Measures

The NH DPHS is committed to assuring that it delivers high quality public health services directly or by contract. As stewards of state and federal funds we strive to assure that all services are evidenced-based and cost efficient. To measure and improve the quality of public health services, NH DPHS employs a performance management model. This model, comprised of four components, provides a common language and framework for NH DPHS and its community partners. These four components are: 1) performance standards; 2) performance measurement; 3) reporting of progress; and, 4) quality improvement. NH DPHS has established the following performance measures for the work to be carried out under this proposal.

Completion of Treatment

- 90% of clients with pulmonary TB, for whom one year of treatment is indicated, shall complete treatment within 12 months.

- 75% of program-identified high-risk infected persons who are placed on treatment of LTBI shall complete treatment.
- 90% of clients with pulmonary TB shall complete treatment by DOT.
- 75% of clients with extra pulmonary TB shall complete treatment by DOT.

Known HIV Status

- 90% of newly reported persons with TB shall have an HIV test

Contact Investigations

- 95% of close contacts shall be evaluated to determine if they have LTBI or TB disease.
- 90% of infected close contacts, which start treatment for LTBI, shall complete treatment.

Evaluation of Immigrants and Refugees

- Refugee arrivals shall be screened for TB/LTBI within 30 days of arrival notification.
- 90% of Class A/B arrivals shall be evaluated for TB disease and LTBI infection within 30 days of arrival.
- 90% of class A/B arrivals with LTBI, who are started on treatment, shall complete treatment.

Culturally and Linguistically Appropriate Standards of Care

NH DPHS recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, NH DPHS expects the Contractor shall provide culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer consumers a forum through which clients have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

I understand and agree to this scope of services to be completed in the contract period. In the event our agency is having trouble fulfilling this contract we will contact the NHTBP immediately for additional guidance.

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NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

Tuberculosis Prevention and Control Services - Greater Nashua Area

CONTRACT PERIOD: July 1, 2013 through June 30, 2014

CONTRACTOR NAME: City of Nashua, Division of Public Health and Community Services

ADDRESS: 18 Mulberry Street
Nashua, NH 03060

Division Director: Kerran Vigroux

TELEPHONE: (603) 589-4560

Vendor #177441 B011

Job #90020006 Appropriation #05-95-90-902510-5170-102-500731

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

\$35,000.00 for Tuberculosis Prevention and Control services, funded from 100% general funds.

TOTAL: \$35,000.00

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.

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- 7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within nine 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.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

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

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

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

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

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

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

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess, and.

17. Renewal:

The DHHS in its sole discretion may decide to offer a two (2) year renewal of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

18. Authority to Adjust

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

The remainder of this page is intentionally left blank.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS

US DEPARTMENT OF EDUCATION – CONTRACTORS

US DEPARTMENT OF AGRICULTURE – CONTRACTORS

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

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

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

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

City of Nashua, Division of Public Health and Community Services

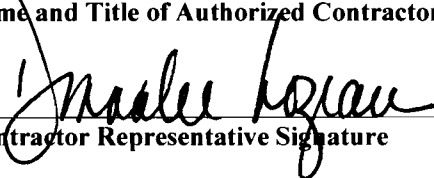
Contractor Name

From: 7/1/2013 To: 6/30/2014

Period Covered by this Certification

Donnalee Lozeau, Mayor

Name and Title of Authorized Contractor Representative



Contractor Representative Signature

9/13/13

Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: 7/1/2013 through 6/30/ 2014

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

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

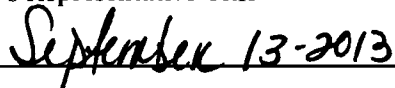
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to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


Contractor Signature

Mayor

Contractor's Representative Title

City of Nashua, Division of Public Health and Community Services



Contractor Name

Date

NH Department of Health and Human Services

Standard Exhibit F

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

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

Instructions for Certification

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

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

PRIMARY COVERED TRANSACTIONS

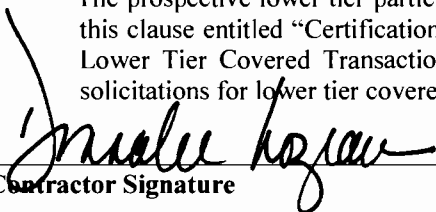
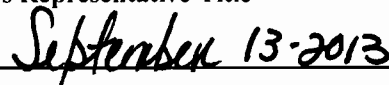
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b.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

Lower Tier Covered Transactions

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

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

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

 _____ Contractor Signature	Mayor _____ Contractor's Representative Title
City of Nashua, Division of Public Health and Community Services	 _____ Date
Contractor Name	

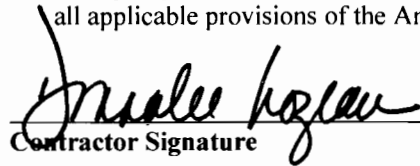
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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


Contractor Signature

Mayor
Contractor's Representative Title

City of Nashua, Division of Public Health and Community Services
Contractor Name

September 13, 2013
Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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


Contractor Signature

Mayor

Contractor's Representative Title

City of Nashua, Division of Public Health and
Community Services
Contractor Name


Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

DIVISION OF PUBLIC HEALTH SERVICES

CITY OF NASHUA, DIVISION OF PUBLIC HEALTH AND COMMUNITY SERVICES

The State Agency Name

Name of Contractor



Signature of Authorized Representative

Signature of Authorized Representative

Brook Dupee

Donnalee Lozeau

~~LISA L. BUJNO, MSN, APRN~~

Name of Authorized Representative

Name of Authorized Representative

BUREAU CHIEF

Mayor

Title of Authorized Representative

Title of Authorized Representative

9/24/13

Date

September 13-2013

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

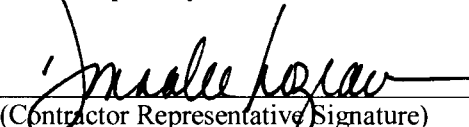
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

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

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

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


(Contractor Representative Signature)

Donnalee Lozeau, Mayor
(Authorized Contractor Representative Name & Title)

City of Nashua, Division of Public Health and Community Services

(Contractor Name)

9/13/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 958298218

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

 X NO YES

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

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

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

 NO YES

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

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

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

Name: Amount:

Name: Amount:

Name: Amount:

Name: Amount:

Name: Amount:



City of Nashua

Office of the City Clerk

Paul R. Bergeron
City Clerk

Patricia Piecuch
City Clerk

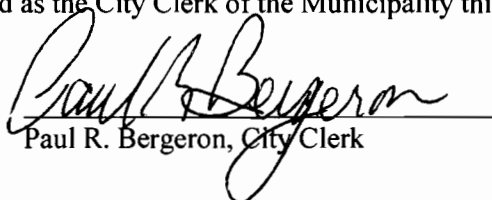
229 Main Street
P.O. Box 2019
Nashua, NH 03061-2019
(603)589-3010
Fax (603)589-3029

CERTIFICATE OF VOTE

I, Paul R. Bergeron, City Clerk of the City of Nashua, County of Hillsborough, State of New Hampshire, do hereby certify that:

1. I am the duly appointed City Clerk for the City of Nashua, NH;
2. I maintain and have custody of and am familiar with the seal and minute books of the municipality;
3. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
4. The attached is a true and complete copy of Resolution 13-132, "RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$35,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AN COMMUNITY SERVICES GRANT ACTIVITY "FY14 TUBERCULOSIS PROGRAM OF GREATER NASHUA";
5. That said Resolution was approved following a motion duly made at a meeting of the Board of Aldermen of the City of Nashua, NH, held on September 10, 2013, which was duly called and at which a quorum was present;
6. The foregoing Resolution R-13-132 is in full force and effect, unamended, as of the date hereof; and
7. The following persons lawfully occupy the office(s) indicated below:
Donnalee Lozeau, Mayor
Stephen Bennett, Interim Corporation Counsel
John Griffin, Chief Financial Officer
David Fredette, Tax Collector/Treasurer
Paul R. Bergeron, City Clerk

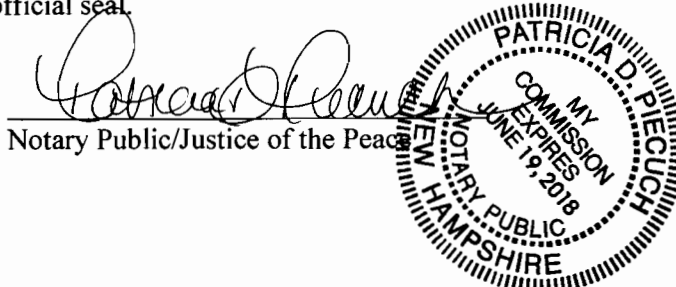
IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the Municipality this 13th day of September 2013.

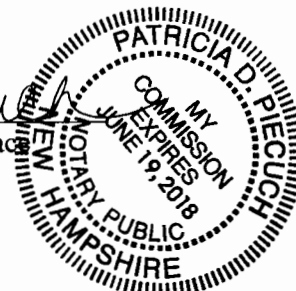

Paul R. Bergeron, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On September 13, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the City 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



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/08/2013

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).

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

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		N1A2RL00000050	07/01/2013	07/01/2014	EACH OCCURRENCE
	☒ COMMERCIAL GENERAL LIABILITY					\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					
	☒ BI/PPD Ded: 300,000					
	GEN'L AGGREGATE LIMIT APPLIES PER					
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO					\$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per person)
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE
	EXCESS LIAB	☐ CLAIMS-MADE				\$
	DED	RETENTION \$				AGGREGATE
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		EWC005001	07/01/2013	07/01/2014	☒ WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
						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: Grant - Tuberculosis Prevention and Control Services - Greater Nashua Area Agreement FY-14

CERTIFICATE HOLDER

CANCELLATION

The Director/ Division of Public
Health Services, NH DHHS
29 Hazen Drive
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



MELANSON HEATH & COMPANY, PC

CERTIFIED PUBLIC ACCOUNTANTS
MANAGEMENT ADVISORS

102 Perimeter Road
Nashua, NH 03063-1301
Tel (603) 882-1111 • Fax (603) 882-9456
www.melansonheath.com

INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying financial statements 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 and for the year ended June 30, 2012 (except for Pennichuck Corporation which is as of and for the year ended December 31, 2011), which collectively comprise the City's basic financial statements as listed in the Table of Contents. These financial statements are the responsibility of the City of Nashua's management. Our responsibility is to express an opinion on these financial statements based on our audit. We did not audit the Nashua Airport Authority Component Unit as of June 30, 2012 and for the year then ended. We did not audit Pennichuck Corporation and Subsidiaries as of December 31, 2011 and for the year then ended. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the component unit, is based solely on the report of the 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 of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, based on our audit and the reports 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, the aggregate discretely presented component units, each major fund, the aggregate remaining fund information of the City of Nashua, New Hampshire, as of June 30, 2012, and the respective changes in financial position and cash flows, where applicable, thereof and the respective budgetary comparison for the General Fund for the year then ended in conformity, and discretely presented component units, with accounting principles generally accepted in the United States of America.

Additional Offices:

In accordance with *Government Auditing Standards*, we have also issued a report dated February 21, 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 the internal control over financial reporting or on compliance. That report is an integral part of an audit performed with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and Schedule of Funding Progress information 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.

Our audit was made for the purpose of forming opinions on the financial statements that collectively comprise the City of Nashua, New Hampshire's basic financial statements. The combining, individual fund statements and schedules are presented for purposes of additional analysis and are not a required part of the basic 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 of Nashua, New Hampshire's basic financial statements. The introductory and statistical section is 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.

Melanson, Heath + Company P.C.
February 21, 2013

CITY OF NASHUA, NEW HAMPSHIRE

STATEMENT OF NET ASSETS

JUNE 30, 2012

(Except for Pennichuck Corporation Component Unit, which is as of December 31, 2011)

	Primary Government			
	Governmental Activities	Business- Type Activities	Government Wide Total	Component Units
ASSETS				
Current:				
Cash and short-term investments	\$ 149,768,801	\$ 14,368,654	\$ 164,137,455	\$ 3,090,186
Investments	34,498,427	-	34,498,427	383,819
Receivables, net of allowance for uncollectibles:				
Property taxes	20,188,046	-	20,188,046	-
User fees	-	2,907,427	2,907,427	5,589,536
Departmental and other	339,446	-	339,446	-
Intergovernmental	5,125,609	1,450,329	6,575,938	2,041,580
Loans	656,823	-	656,823	-
Internal balances	8,263,300	(8,263,300)	-	-
Due from external parties - fiduciary funds	650,645	-	650,645	-
Other assets	782,562	-	782,562	2,686,000
Total current assets	220,273,659	10,463,110	230,736,769	13,791,121
Noncurrent:				
Capital assets being depreciated, net of accumulated depreciation	202,372,373	128,195,943	330,568,316	167,976,447
Capital assets not being depreciated	34,526,810	8,542,270	43,069,080	13,246,040
Investment in Pennichuck	150,570,000	-	150,570,000	-
Other assets	-	-	-	16,826,000
Total non-current assets	387,469,183	136,738,213	524,207,396	198,048,487
TOTAL ASSETS	607,742,842	147,201,323	754,944,165	211,839,608
LIABILITIES				
Current:				
Accounts payable	10,518,024	-	10,518,024	3,286,497
Retainage payable	524,134	-	524,134	591,000
Accrued liabilities	19,913,046	954,582	20,867,628	751,038
Unearned revenues	88,030,079	-	88,030,079	4,172
Notes payable	-	2,591,957	2,591,957	-
Other	592,522	-	592,522	-
Current portion of long-term liabilities:				
Bonds and notes payable	13,124,676	3,136,368	16,261,044	1,096,000
Acquisition bonds payable	3,390,000	-	3,390,000	-
Compensated absences	1,284,934	49,976	1,334,910	43,293
Capital leases	22,256	-	22,256	304,000
Total current liabilities	137,399,671	6,732,883	144,132,554	6,076,000
Noncurrent:				
Bonds and notes payable	107,627,647	33,840,833	141,468,480	59,437,000
Acquisition bonds payable	147,180,000	-	147,180,000	-
Compensated absences	14,776,741	505,313	15,282,054	34,202
Net OPEB obligations	14,972,539	335,052	15,307,591	3,217,000
Capital leases	23,083	-	23,083	-
Other	-	4,587,123	4,587,123	65,868,000
Total non-current liabilities	284,580,010	39,268,321	323,848,331	128,556,202
TOTAL LIABILITIES	421,979,681	46,001,204	467,980,885	134,632,202
NET ASSETS				
Invested in capital assets, net of related debt	119,796,245	105,608,828	225,405,073	19,899,487
Restricted for:				
Pennichuck corporation	-	-	-	56,879,000
Grants and other statutory restrictions	5,408,418	-	5,408,418	-
Capital projects	1,448,731	3,863,829	5,312,560	-
Permanent funds:				
Expendable	1,688,117	-	1,688,117	-
Nonexpendable	16,380,114	-	16,380,114	-
Unrestricted	41,041,536	(8,272,538)	32,768,998	428,919
TOTAL NET ASSETS	\$ 185,763,161	\$ 101,200,119	\$ 286,963,280	\$ 77,207,406

See notes to financial statements.

CITY OF NASHUA, NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

FOR FISCAL YEAR ENDED JUNE 30, 2012

(Except for Pennichuck Corporation Component Unit, which is as of December 31, 2011)

			Program Revenues		
	Expenses	Indirect Cost Allocation	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary Government					
Governmental Activities:					
General government	\$ 22,497,654	\$ 520,070	\$ 1,822,436	\$ 4,819,101	\$ 2,581,897
Police	27,563,038	173,269	931,703	454,865	-
Fire	21,696,948	185,142	95,041	576,370	-
Water fire protection services	2,611,535	-	-	-	-
Education	146,755,939	3,682,641	3,860,116	54,310,233	200,000
Public works	11,378,882	178,636	841,118	55,065	1,660,408
Health and human services	3,217,342	-	188,493	916,597	-
Culture and recreation	7,593,302	149,364	580,426	(33,968)	64,081
Community development	7,165,410	239,529	1,389,901	-	3,896,535
Communications	1,170,742	150,371	-	-	70,219
Interest and costs	5,279,022	(5,279,022)	-	-	-
Total Governmental Activities	256,929,814	-	9,709,234	61,098,263	8,473,140
Business-Type Activities:					
Wastewater services	10,840,594	-	10,182,311	-	1,130,104
Solid waste services	5,554,950	-	2,393,635	-	125,000
Total Business-Type Activities	16,395,544	-	12,575,946	-	1,255,104
Total primary government	\$ 273,325,358	\$ -	\$ 22,285,180	\$ 61,098,263	\$ 9,728,244
Component units:					
Pennichuck Corporation	\$ 31,565,000	\$ -	\$ 38,327,000	\$ -	\$ -
Nashua Airport Authority	933,227	-	530,063	-	10,078,666
Total component units	\$ 32,498,227	\$ -	\$ 38,857,063	\$ -	\$ 10,078,666

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
 Pennichuck adjustments
 Permanent fund contributions
 Transfers in (out)

Total general revenues, contributions and transfers

Change in Net Assets

Net Assets:

Beginning of year

End of year

See notes to financial statements.

Net (Expenses) Revenues and Changes in Net Assets			
Primary Government			
Governmental Activities	Business- Type Activities	Total	Component Units
\$ (13,794,290)	\$ -	\$ (13,794,290)	\$ -
(26,349,739)	-	(26,349,739)	-
(21,210,679)	-	(21,210,679)	-
(2,611,535)	-	(2,611,535)	-
(92,068,231)	-	(92,068,231)	-
(9,000,927)	-	(9,000,927)	-
(2,112,252)	-	(2,112,252)	-
(7,132,127)	-	(7,132,127)	-
(2,118,503)	-	(2,118,503)	-
(1,250,894)	-	(1,250,894)	-
-	-	-	-
(177,649,177)	-	(177,649,177)	-
-	471,821	471,821	-
-	(3,036,315)	(3,036,315)	-
-	(2,564,494)	(2,564,494)	-
(177,649,177)	(2,564,494)	(180,213,671)	-
-	-	-	6,762,000
-	-	-	9,675,502
			16,437,502
174,911,173	-	174,911,173	-
11,077,345	-	11,077,345	-
1,425,762	-	1,425,762	-
5,599,971	610,336	6,210,307	-
1,297,950	36,104	1,334,054	6,861
1,410,241	-	1,410,241	-
-	-	-	(6,033,000)
100,140	-	100,140	-
(3,543,251)	3,543,251	-	-
192,279,331	4,189,691	196,469,022	(6,026,139)
14,630,154	1,625,197	16,255,351	10,411,363
171,133,007	99,574,922	270,707,929	66,796,043
\$ 185,763,161	\$ 101,200,119	\$ 286,963,280	\$ 77,207,406

CITY OF NASHUA, NEW HAMPSHIRE

GOVERNMENTAL FUNDS

BALANCE SHEET

JUNE 30, 2012

	<u>General</u>	<u>Pennichuck Acquisition</u>	<u>Debt Service Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
ASSETS					
Cash and short-term investments	\$ 147,567,442	\$ -	\$ -	\$ 2,201,359	\$ 149,768,801
Investments	15,165,427	-	-	19,333,000	34,498,427
Receivables, net of allowance for uncollectibles:					
Property taxes	20,188,046	-	-	-	20,188,046
Departmental and other	51,354	-	-	288,092	339,446
Intergovernmental	29,237	-	-	5,096,372	5,125,609
Loans	-	-	-	656,823	656,823
Due from other funds	18,304,466	560,187	4,313,266	10,239,628	33,417,547
Other assets	22,919	-	-	261	23,180
TOTAL ASSETS	\$ 201,328,891	\$ 560,187	\$ 4,313,266	\$ 37,815,535	\$ 244,017,879
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 10,518,024	\$ -	\$ -	\$ -	\$ 10,518,024
Accrued liabilities	5,791,232	558,921	-	61,826	6,411,979
Taxes levied in advance	88,030,079	-	-	-	88,030,079
Deferred revenues	3,894,018	-	-	213,037	4,107,055
Due to other funds	43,727,210	-	-	5,573,795	49,301,005
Other liabilities	109,839	-	-	-	109,839
TOTAL LIABILITIES	152,070,402	558,921	-	5,848,658	158,477,981
Fund Balances:					
Nonspendable	226,123	-	-	16,380,114	16,606,237
Restricted	-	1,266	4,313,266	7,470,742	11,785,274
Committed	13,352,749	-	-	9,063,280	22,416,029
Assigned	9,738,926	-	-	-	9,738,926
Unassigned	25,940,691	-	-	(947,259)	24,993,432
TOTAL FUND BALANCES	49,258,489	1,266	4,313,266	31,966,877	85,539,898
TOTAL LIABILITIES AND FUND BALANCES	\$ 201,328,891	\$ 560,187	\$ 4,313,266	\$ 37,815,535	\$ 244,017,879

See notes to financial statements.

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

JUNE 30, 2012

Total governmental fund balances	\$ 85,539,898
• Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	236,899,183
• Revenues are reported on the accrual basis of accounting and are not deferred until collection.	4,107,055
• To record acquisition and investment in Pennichuck Waterworks.	150,570,000
• 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 Assets.	15,327,804
• In the statement of activities, interest is accrued on outstanding long-term debt, whereas in governmental funds interest is not reported until due.	(4,278,903)
• 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>(302,401,876)</u>
Net assets of governmental activities	<u><u>\$ 185,763,161</u></u>

See notes to financial statements.

CITY OF NASHUA, NEW HAMPSHIRE
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR FISCAL YEAR ENDED JUNE 30, 2012

	<u>General</u>	<u>Pennichuck Acquisition</u>	<u>Debt Service Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
Revenues:					
Property taxes	\$ 174,263,969	\$ -	\$ -	\$ 111,588	\$ 174,375,557
Auto permits	11,077,345	-	-	-	11,077,345
Penalties, interest and other taxes	971,916	-	-	453,846	1,425,762
Charges for services	2,113,695	-	-	5,699,965	7,813,660
Intergovernmental	46,452,864	-	-	19,786,143	66,239,007
Licenses and permits	728,360	-	-	-	728,360
Interest earnings	938,791	-	-	873,841	1,812,632
Miscellaneous	1,348,906	-	-	787,610	2,136,516
Contributions	-	2,561,897	4,313,266	193,690	7,068,853
Total Revenues	<u>237,895,846</u>	<u>2,561,897</u>	<u>4,313,266</u>	<u>27,906,683</u>	<u>272,677,692</u>
Expenditures:					
Current:					
General government	58,422,354	1,131,722	-	3,561,018	63,115,094
Police	17,753,964	-	-	1,213,535	18,967,499
Fire	14,148,513	-	-	1,358,721	15,507,234
Water fire protection services	2,611,535	-	-	-	2,611,535
Education	93,475,960	-	-	24,758,710	118,234,670
Public works	9,231,944	-	-	2,590,889	11,822,833
Health and human services	1,673,764	-	-	922,133	2,595,897
Culture and recreation	5,087,541	-	-	494,152	5,581,693
Community development	1,545,459	-	-	5,061,609	6,607,068
Communications	280,075	-	-	84,224	364,299
Debt service					
Principal	12,199,834	-	-	60,000	12,259,834
Interest and issuance cost	5,200,836	-	-	36,654	5,237,490
Intergovernmental	9,569,306	-	-	-	9,569,306
Total Expenditures	<u>231,201,085</u>	<u>1,131,722</u>	<u>-</u>	<u>40,141,645</u>	<u>272,474,452</u>
Excess (deficiency) of revenues over expenditures	6,694,761	1,430,175	4,313,266	(12,234,962)	203,240
Other Financing Sources (Uses):					
Issuance of bonds	-	-	-	13,460,000	13,460,000
Transfers in	1,227,619	-	-	1,422,174	2,649,793
Transfers out	(4,231,574)	(1,028,000)	-	(933,470)	(6,193,044)
Total Other Financing Sources (Uses)	<u>(3,003,955)</u>	<u>(1,028,000)</u>	<u>-</u>	<u>13,948,704</u>	<u>9,916,749</u>
Change in fund balance before extraordinary items	3,690,806	402,175	4,313,266	1,713,742	10,119,989
Extraordinary Items:					
Issuance of acquisition bonds	-	150,570,000	-	-	150,570,000
Pennichuck acquisition	-	(150,011,079)	-	-	(150,011,079)
Acquisition bonds interest and issuance cost	-	(558,921)	-	-	(558,921)
Change from extraordinary items	-	-	-	-	-
Change in fund balance	3,690,806	402,175	4,313,266	1,713,742	10,119,989
Fund Balance, July 1, 2011, as restated	<u>45,567,683</u>	<u>(400,909)</u>	<u>-</u>	<u>30,253,135</u>	<u>75,419,909</u>
Fund Balance, June 30, 2012	<u>\$ 49,258,489</u>	<u>\$ 1,266</u>	<u>\$ 4,313,266</u>	<u>\$ 31,966,877</u>	<u>\$ 85,539,898</u>

See notes to 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, 2012

NET CHANGES IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS	\$ 10,119,989																								
- 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> <tr> <td>Capital outlay purchases, net of disposals</td><td>19,532,175</td></tr> <tr> <td>Depreciation</td><td>(12,044,357)</td></tr> </table> - 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. <table> <tr> <td></td><td>359,237</td></tr> </table> - 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 assets: <table> <tr> <td>Issuance of new debt</td><td>(164,030,000)</td></tr> <tr> <td>Repayment of capital leases</td><td>21,457</td></tr> <tr> <td>Repayments of debt</td><td>14,494,834</td></tr> </table> - To record acquisition and investment in Pennichuck Waterworks. <table> <tr> <td></td><td>150,570,000</td></tr> </table> - In the statement of activities, interest is accrued on outstanding long-term debt, whereas in governmental funds interest is not reported until due. <table> <tr> <td></td><td>(2,276,532)</td></tr> </table> - 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> <tr> <td>Decrease in compensated absences liability</td><td>399,265</td></tr> <tr> <td>Increase in net OPEB obligation</td><td>(2,979,233)</td></tr> <tr> <td>Other</td><td>82,145</td></tr> </table> - 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. <table> <tr> <td></td><td>381,174</td></tr> </table>	Capital outlay purchases, net of disposals	19,532,175	Depreciation	(12,044,357)		359,237	Issuance of new debt	(164,030,000)	Repayment of capital leases	21,457	Repayments of debt	14,494,834		150,570,000		(2,276,532)	Decrease in compensated absences liability	399,265	Increase in net OPEB obligation	(2,979,233)	Other	82,145		381,174	
Capital outlay purchases, net of disposals	19,532,175																								
Depreciation	(12,044,357)																								
	359,237																								
Issuance of new debt	(164,030,000)																								
Repayment of capital leases	21,457																								
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	150,570,000																								
	(2,276,532)																								
Decrease in compensated absences liability	399,265																								
Increase in net OPEB obligation	(2,979,233)																								
Other	82,145																								
	381,174																								
CHANGE IN NET ASSETS OF GOVERNMENTAL ACTIVITIES	\$ 14,630,154																								

See notes to 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, 2012

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual Amounts	
Revenues and Other Sources:				
Taxes	\$ 174,087,268	\$ 174,087,268	\$ 174,087,268	\$ -
Auto permits	10,422,000	10,422,000	11,077,345	655,345
Penalties, interest and other taxes	783,500	783,500	967,819	184,319
Charges for services	915,369	915,369	1,062,765	147,396
Licenses and permits	1,075,200	1,075,200	1,152,817	77,617
Intergovernmental	45,701,184	45,881,284	46,068,589	187,305
Interest earnings	600,000	600,000	903,226	303,226
Miscellaneous	1,891,807	1,923,707	2,122,369	198,662
Transfers in	549,200	2,782,740	2,951,975	169,235
Other sources	4,300,000	4,300,000	4,644,572	344,572
Total Revenues and Other Sources	240,325,528	242,771,068	245,038,745	2,267,677
Expenditures and Other Uses:				
General government	62,874,597	63,477,236	62,717,681	759,555
Police	17,157,163	17,609,804	17,435,348	174,456
Fire	14,084,796	14,291,150	14,149,382	141,768
Water fire protection services	2,684,760	2,684,760	2,611,535	73,225
Education	93,386,383	94,478,076	93,688,710	789,366
Public works	11,230,680	11,201,930	10,989,520	212,410
Health and human services	2,461,014	2,283,014	2,078,509	204,505
Culture and recreation	4,985,721	5,072,684	5,006,782	65,902
Community development	1,440,937	1,440,937	1,410,866	30,071
Communications	290,685	290,685	280,075	10,610
Debt service	17,533,396	17,533,396	17,400,670	132,726
Intergovernmental	9,569,306	9,569,306	9,569,306	-
Transfers out	2,626,090	2,838,090	2,838,090	-
Total Expenditures and Other Uses	240,325,528	242,771,068	240,176,474	2,594,594
Excess of revenues and other sources over expenditures and other uses	\$ -	\$ -	\$ 4,862,271	\$ 4,862,271

See notes to financial statements.

CITY OF NASHUA, NEW HAMPSHIRE

PROPRIETARY FUNDS

STATEMENT OF NET ASSETS

JUNE 30, 2012

	Business-Type Activities Enterprise Funds			Governmental Activities
	Waste Water Fund	Solid Waste Fund	Total	Internal Service Funds
<u>ASSETS</u>				
Current:				
Cash and short-term investments	\$ 10,401,304	\$ 3,967,350	\$ 14,368,654	\$ -
User fees, net of allowance for uncollectibles	2,761,850	145,577	2,907,427	-
Intergovernmental receivable	1,337,669	112,660	1,450,329	-
Due from other funds	-	190,347	190,347	24,797,403
Other assets	-	-	-	759,645
Total current assets	14,500,823	4,415,934	18,916,757	25,557,048
Noncurrent:				
Capital assets being depreciated, net	112,391,738	15,804,205	128,195,943	-
Capital assets not being depreciated	8,310,565	231,705	8,542,270	-
Total noncurrent assets	120,702,303	16,035,910	136,738,213	-
TOTAL ASSETS	135,203,126	20,451,844	155,654,970	25,557,048
<u>LIABILITIES</u>				
Current:				
Due to other funds	8,453,647	-	8,453,647	-
Accrued liabilities	562,639	391,943	954,582	9,746,298
Notes payable	2,591,957	-	2,591,957	-
Other liabilities	-	-	-	482,946
Current portion of long-term liabilities:				
Bonds and notes payable	1,345,239	1,791,129	3,136,368	-
Compensated absences	24,615	25,361	49,976	-
Total current liabilities	12,978,097	2,208,433	15,186,530	10,229,244
Noncurrent:				
Bonds and notes payable	16,823,085	17,017,748	33,840,833	-
Compensated absences	248,890	256,423	505,313	-
Net OPEB obligations	166,142	168,910	335,052	-
Landfill closure and post closure	-	4,587,123	4,587,123	-
Total noncurrent liabilities	17,238,117	22,030,204	39,268,321	-
TOTAL LIABILITIES	30,216,214	24,238,637	54,454,851	10,229,244
<u>NET ASSETS</u>				
Invested in capital assets, net of related debt	99,942,021	5,666,807	105,608,828	-
Restricted for capital projects	-	3,863,829	3,863,829	-
Unrestricted	5,044,891	(13,317,429)	(8,272,538)	15,327,804
TOTAL NET ASSETS	\$ 104,986,912	\$ (3,786,793)	\$ 101,200,119	\$ 15,327,804

See notes to financial statements.

CITY OF NASHUA, NEW HAMPSHIRE
 PROPRIETARY FUNDS
 STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET ASSETS
 FOR FISCAL YEAR ENDED JUNE 30, 2012

	Business-Type Activities Enterprise Funds			Governmental Activities
	Waste Water Fund	Solid Waste Fund	Total	Internal Service Fund
Operating Revenues:				
Charges for services	\$ 10,161,716	\$ 2,182,144	\$ 12,343,860	\$ -
Contributions	-	-	-	29,417,546
Other	20,595	211,491	232,086	1,707,133
Total Operating Revenues	10,182,311	2,393,635	12,575,946	31,124,679
Operating Expenses:				
Personnel expenses	3,024,168	2,580,985	5,605,153	-
Non-personnel expenses	2,673,381	833,905	3,507,286	30,795,273
Depreciation	4,401,079	1,445,437	5,846,516	-
Total Operating Expenses	10,098,628	4,860,327	14,958,955	30,795,273
Operating Income (Loss)	83,683	(2,466,692)	(2,383,009)	329,406
Nonoperating Revenues (Expenses):				
Intergovernmental	199,169	610,336	809,505	-
Investment income	10,663	25,441	36,104	51,768
Interest expense	(741,966)	(694,623)	(1,436,589)	-
Total Nonoperating Revenues (Expenses), Net	(532,134)	(58,846)	(590,980)	51,768
Income (Loss) Before Transfers	(448,451)	(2,525,538)	(2,973,989)	381,174
Capital contributions	930,935	125,000	1,055,935	-
Transfers in	-	3,543,251	3,543,251	-
Change in Net Assets	482,484	1,142,713	1,625,197	381,174
Net Assets at Beginning of Year	104,504,428	(4,929,506)	99,574,922	14,946,630
Net Assets at End of Year	\$ 104,986,912	\$ (3,786,793)	\$ 101,200,119	\$ 15,327,804

See notes to financial statements.

CITY OF NASHUA, NEW HAMPSHIRE

PROPRIETARY FUNDS

STATEMENT OF CASH FLOWS

FOR FISCAL YEAR ENDED JUNE 30, 2012

	Business-Type Activities Enterprise Funds			Governmental Activities Internal Service Fund
	Waste Water Fund	Solid Waste Fund	Total	
Cash Flows From Operating Activities:				
Receipts from customers and users	\$ 9,889,100	\$ 2,398,958	\$ 12,288,058	\$ 31,774,850
Payments to vendors	(3,336,584)	(1,148,836)	(4,485,420)	(31,826,618)
Payments to employees	(3,024,168)	(2,547,811)	(5,571,979)	-
Net Cash Provided By (Used for) Operating Activities	3,528,348	(1,297,689)	2,230,659	(51,768)
Cash Flows From Noncapital Financing Activities:				
Proceeds from interfund loan agreements	-	2,071,777	2,071,777	-
Payments under interfund loan agreements	(1,762,615)	-	(1,762,615)	-
Transfers	-	3,543,251	3,543,251	-
Intergovernmental subsidy	199,169	610,336	809,505	-
Net Cash Provided By (Used for) Noncapital Financing Activities	(1,563,446)	6,225,364	4,661,918	-
Cash Flows From Capital and Related Financing Activities:				
Acquisition and construction of capital assets	(6,115,099)	(2,661,970)	(8,777,069)	-
Contributions	930,935	125,000	1,055,935	-
Proceeds from bonds and notes	2,158,663	-	2,158,663	-
Principal payments on bonds and leases	(2,268,608)	(1,791,575)	(4,060,183)	-
Interest expense	(741,962)	(694,623)	(1,436,585)	-
Net Cash (Used For) Capital and Related Financing Activities	(6,036,071)	(5,023,168)	(11,059,239)	-
Cash Flows From Investing Activities:				
Investment income	10,663	25,441	36,104	51,768
Net Change in Cash and Short-Term Investments	(4,060,506)	(70,052)	(4,130,558)	-
Cash and Short-Term Investments, Beginning of Year	14,461,810	4,037,402	18,499,212	-
Cash and Short-Term Investments, End of Year	\$ 10,401,304	\$ 3,967,350	\$ 14,368,654	\$ -
Reconciliation of Operating Income to Net Cash Provided by (Used For) Operating Activities:				
Operating income (loss)	\$ 83,683	\$ (2,466,492)	\$ (2,382,809)	\$ 329,406
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:				
Depreciation	4,401,079	1,445,437	5,846,516	-
Changes in assets and liabilities:				
User fees	(273,520)	5,323	(268,197)	-
Other assets	-	-	-	384,024
Accounts payable	(513,642)	(67,721)	(581,363)	(1,220,011)
Retainage payable	(162,762)	-	(162,762)	-
Accrued liabilities	(19,691)	(24,808)	(44,499)	(18,775)
Other liabilities	13,201	(189,428)	(176,227)	473,588
Net Cash Provided By (Used for) Operating Activities	\$ 3,528,348	\$ (1,297,689)	\$ 2,230,659	\$ (51,768)

See notes to financial statements.

CITY OF NASHUA, NEW HAMPSHIRE
FIDUCIARY FUNDS
STATEMENT OF FIDUCIARY NET ASSETS
JUNE 30, 2012

	Pension Trust	Private Purpose Trust Funds	Agency Funds
<u>ASSETS</u>			
Cash and short-term investments	\$ 1,104,887	\$ 174,391	\$ 613,114
Investments			
Fixed income securities	11,787,965	1,237,350	-
Equities	18,387,696	1,441,827	-
Mutual funds	1,478,011	1,784,847	-
Total Investments	31,653,672	4,464,024	-
Due from other funds	-	10,220	-
Total Assets	\$ 32,758,559	\$ 4,648,635	\$ 613,114
<u>LIABILITIES AND NET ASSETS</u>			
Other liabilities	\$ -	\$ -	\$ 556,820
Due to other funds	604,571	-	56,294
Total Liabilities	604,571	-	613,114
<u>NET ASSETS</u>			
Total net assets held in trust for pension benefits and other purposes	32,153,988	4,648,635	-
Total Liabilities and Net Assets	\$ 32,758,559	\$ 4,648,635	\$ 613,114

See notes to financial statements.

CITY OF NASHUA, NEW HAMPSHIRE
FIDUCIARY FUNDS
STATEMENT OF CHANGES IN FIDUCIARY NET ASSETS
FOR FISCAL YEAR ENDED JUNE 30, 2012

	Pension <u>Trust Fund</u>	Private Purpose Trust <u>Funds</u>
Additions:		
Contributions:		
Employers	\$ 723,548	\$ -
Plan members	723,091	-
Other	<u>6,193</u>	<u>60,600</u>
Total contributions	1,452,832	60,600
Investment Income:		
Dividend, interest and investment income	<u>933,363</u>	<u>89,483</u>
Total Investment income	<u>933,363</u>	<u>89,483</u>
Total additions	2,386,195	150,083
Deductions:		
Benefit payments to plan members and beneficiaries	2,224,748	119,666
Administrative expenses	<u>180,520</u>	<u>80,209</u>
Total deductions	<u>2,405,268</u>	<u>199,875</u>
Net increase	(19,073)	(49,792)
Net assets held in trust:		
Beginning of year	<u>32,173,061</u>	<u>4,698,427</u>
End of year	<u>\$ 32,153,988</u>	<u>\$ 4,648,635</u>

See notes to financial statements.

Statement of Net Assets
Component Units
June 30, 2012
(Except for Pennichuck Corporation, which is as of December 31, 2011)

	Pennichuck Corporation	Nashua Airport Authority	Total
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 2,987,000	\$ 103,186	\$ 3,090,186
Investments	-	383,819	383,819
Receivables, net of allowance for uncollectibles:			
User fees	5,578,000	11,536	5,589,536
Intergovernmental	-	2,041,580	2,041,580
Inventory	814,000	-	814,000
Prepaid expenses	1,804,000	-	1,804,000
Other current assets	68,000	-	68,000
Total current assets	<u>11,251,000</u>	<u>2,540,121</u>	<u>13,791,121</u>
Noncurrent assets:			
Non-depreciable capital assets	-	13,246,040	13,246,040
Depreciable capital assets, net	161,323,000	6,653,447	167,976,447
Other noncurrent assets	16,713,000	-	16,713,000
Investment in real estate partnership	113,000	-	113,000
Total noncurrent assets	<u>178,149,000</u>	<u>19,899,487</u>	<u>198,048,487</u>
Total assets	<u>189,400,000</u>	<u>22,439,608</u>	<u>211,839,608</u>
LIABILITIES			
Current liabilities:			
Accounts payable and other liabilities	1,259,000	2,027,497	3,286,497
Accrued payroll	591,000	-	591,000
Accrued liabilities	-	2,038	2,038
Accrued interest payable	749,000	-	749,000
Deferred revenue	-	4,172	4,172
Current portion of long-term liabilities:			
Bonds, notes payable and other obligations	1,096,000	-	1,096,000
Compensated absences	-	43,293	43,293
Other current liabilities	304,000	-	304,000
Total current liabilities	<u>3,999,000</u>	<u>2,077,000</u>	<u>6,076,000</u>
Noncurrent liabilities:			
Deferred income taxes	21,437,000	-	21,437,000
Deferred investment tax credits	702,000	-	702,000
Regulatory liability	868,000	-	868,000
Bonds, notes payable and other obligations	59,437,000	-	59,437,000
Compensated absences	-	34,202	34,202
Post-employment benefits obligations	3,217,000	-	3,217,000
Accrued pension liability	7,483,000	-	7,483,000
Contributions in aid of construction	33,078,000	-	33,078,000
Other noncurrent liabilities	2,300,000	-	2,300,000
Total noncurrent liabilities	<u>128,522,000</u>	<u>34,202</u>	<u>128,556,202</u>
Total liabilities	<u>132,521,000</u>	<u>2,111,202</u>	<u>134,632,202</u>
NET ASSETS			
Invested in capital assets, net of related debt	-	19,899,487	19,899,487
Restricted for:			
Pennichuck corporation	56,879,000	-	56,879,000
Unrestricted	-	428,919	428,919
Total net assets	<u>\$ 56,879,000</u>	<u>\$ 20,328,406</u>	<u>\$ 77,207,406</u>

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

Statement of Revenues, Expenses and Changes in Net Assets
Component Units
Fiscal Year Ending June 30, 2012
(Except for Pennichuck Corporation, which is as of December 31, 2011)

	<u>Pennichuck Corporation</u>	<u>Nashua Airport Authority</u>	<u>Total</u>
Operating revenues:			
Charges for services	\$ 38,327,000	\$ 508,132	\$ 38,835,132
Other	-	21,931	21,931
Total operating revenues	<u>38,327,000</u>	<u>530,063</u>	<u>38,857,063</u>
Operating expenses:			
Cost of services	18,795,000	512,492	19,307,492
Taxes other than income taxes	4,480,000	-	4,480,000
Depreciation	4,240,000	420,735	4,660,735
Total operating expenses	<u>27,515,000</u>	<u>933,227</u>	<u>28,448,227</u>
Operating income (loss)	<u>10,812,000</u>	<u>(403,164)</u>	<u>10,408,836</u>
Nonoperating revenues (expenses):			
Interest income	-	6,861	6,861
Interest expense	(3,278,000)	-	(3,278,000)
Other nonoperating revenues (expenses)	(772,000)	-	(772,000)
Nonoperating revenues (expenses), net	<u>(4,050,000)</u>	<u>6,861</u>	<u>(4,043,139)</u>
Income (loss) before contributions	6,762,000	(396,303)	6,365,697
Capital contributions	-	10,078,666	10,078,666
Provision for income taxes	<u>(2,651,000)</u>	<u>-</u>	<u>(2,651,000)</u>
Change in net assets	4,111,000	9,682,363	13,793,363
Stockholders' equity/Net assets, beginning	56,150,000	10,646,043	66,796,043
Dividends	(3,467,000)	-	(3,467,000)
Other equity adjustments	<u>85,000</u>	<u>-</u>	<u>85,000</u>
Stockholders' equity/Net assets, ending	<u>\$ 56,879,000</u>	<u>\$ 20,328,406</u>	<u>\$ 77,207,406</u>

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



City of Nashua

Division of Public Health & Community Services
18 Mulberry Street, Nashua, NH 03060

Mission and Vision

As part of the strategic planning process, a new mission and vision were written.

The vision of the City of Nashua Division of Public Health and Community Services is to have
“an informed, safe, healthy and resilient community where all people can thrive and prosper.”

The mission of the City of Nashua Division of Public Health and Community Services is
“to promote, protect and preserve the health and well-being of the Greater Nashua Region through leadership and community collaboration.”



City of Nashua

Division of Public Health and Community Services
18 Mulberry Street, Nashua, NH 03060

City of Nashua, NH Board of Aldermen - 2013

Aldermen-At-Large

<u>Brian S. McCarthy, President</u>	<u>McCarthyB@nashuanh.gov</u>
<u>Lori Wilshire, Vice President</u>	<u>WilshireL@nashuanh.gov</u>
<u>David W. Deane</u>	<u>DeaneD@nashuanh.gov</u>
<u>Mark S. Cookson</u>	<u>CooksonM@nashuanh.gov</u>
<u>Barbara Pressly</u>	<u>PresslyB@Nashuanh.gov</u>
<u>Jim Donchess</u>	<u>DonchessJ@nashuanh.gov</u>

Ward Aldermen

Alderman - Ward 1	<u>Kathy Vitale</u>	<u>VitaleK@nashuanh.gov</u>
Alderman - Ward 2	<u>Richard A. Dowd</u>	<u>DowdR@nashuanh.gov</u>
Alderman - Ward 3	<u>Diane Sheehan</u>	<u>SheehanD@nashuanh.gov</u>
Alderman - Ward 4	<u>Arthur T. Craffey, Jr.</u>	<u>CraffeyA@nashuanh.gov</u>
Alderman - Ward 5	<u>Michael J. Tabacsko</u>	<u>TabacskoM@nashuanh.gov</u>
Alderman - Ward 6	<u>Paul M. Chasse, Jr.</u>	<u>ChasseP@Nashuanh.gov</u>
Alderman - Ward 7	<u>June M. Caron</u>	<u>junecaronward7@yahoo.com</u>
Alderman - Ward 8	<u>Mary Ann Melizzi-Golja</u>	<u>MelizziGoljaM@nashuanh.gov</u>
Alderman - Ward 9	<u>Daniel T. Moriarty</u>	<u>MoriartyD@nashuanh.gov</u>

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name:

City of Nashua, Division of Public Health and Community Services

Name of Bureau/Section:

Division of Public Health Services, Bureau of Infectious Disease Control, Tuberculosis Prevention Services

BUDGET PERIOD:		SFY 2014	July 1, 2013 - June 30, 2014
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Kerran Vigroux, Division Director	\$87,206	0.00%	\$0.00
Janet Graziano, Financial Manager	\$71,115	0.00%	\$0.00
Beverly Doolan, Program Coordinator	\$46,964	0.00%	\$0.00
Theresa Calope, Public Health Nurse	\$52,906	37.50%	\$19,839.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$19,839.00

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

Kerran G. Vigroux

◆ Nashua Division of Public Health and Community Services, 18 Mulberry Street, Nashua, NH 03060 (603) 589-4546 VigrouxK@NashuaNH.Gov ◆

◆ EDUCATION

Master of Public Health, Health Promotion Concentration

Florida International University, Miami, FL

Bachelor of Science,

Gordon College, Wenham, MA

◆ EXPERIENCE

◆ Director

June 30, 2008 – Present

Division of Public Health and Community Services, City of Nashua, NH

Duties & Accomplishments:

- Directs, manages and supervises personnel and resources to accomplish the City of Nashua's Public Health and Community Services Division objectives.
- Provides both policy and operational direction to the Mayor, Board of Aldermen and the Board of Health.
- Serves as the Public Health and Community Services liaison to local, state and federal officials, as well as private sector partners and the general public.
- Exercises daily supervision/oversight of the Deputy Director/Epidemiologist, the Medical Director, three department managers and over thirty-two employees.
- Ensures the Division provides the 10 Essential Public Health Services
- Develops, prepares, presents, monitors, forecasts, and manages the 3.8M divisional budget including available grant funds.

◆ Director

July 1, 2005 – June 27, 2008

Bureau of Public Health, Town of Derry, NH

Duties & Accomplishments:

- Oversaw the creation of the Town of Derry, NH, Bureau of Public Health
- Establish departmental procedures
- Coordinate regional Public Health Emergency Planning efforts
- Supervise two Deputy Health Officers in food establishment, commercial and residential inspections and licensing
- Coordinate regional public health initiatives
- Serve as a public health resource to the Greater Derry region
- Created and coordinate monthly childhood immunization clinics

◆ Public Health Network Coordinator

November 2003 – June 27, 2008

Greater Derry Area Health and Safety Council, Derry, NH

Duties & Accomplishments:

- Plan, develop, implement and evaluate public health education programs and materials for the communities with the Network site.
- Ensure public health involvement and cooperation with network towns' Emergency Management.
- Facilitate the implementation of the Public Health Improvement Plan process within the network site communities.
- Plan, conduct and evaluate public meetings and presentations to advise communities and citizens about public health issues.
- Represent the AHSC through developing press releases and public service announcements, and conducting media interviews.

◆ Director

November 2003 – December 2008

Medical Reserve Corps, Derry, NH Unit

Duties & Accomplishments:

- Plan, implement and evaluate Volunteer training opportunities.
- Recruit medical professionals for the corps.
- Oversee daily programmatic operations for the Derry Unit.
- Facilitate inter-agency cooperation with MRC units throughout the Northeast Region.

◆ OTHER RELEVANT EXPERIENCE

- ◆ **Health Promotion Advisor** April 1999 – June 2001
New Hampshire Department of Health and Human Services, Concord, NH
- ◆ **Program Coordinator**, Broward County Breast and Cervical Cancer Initiative
Broward County Health Department, Fort Lauderdale, FL
- ◆ **Senior Health Educator**, Health Education / Risk Reduction Program
Broward County Health Department, Fort Lauderdale, FL
- ◆ **Deputy Assistant Director**,
South Beach AIDS Project (SoBAP), Miami, FL
- ◆ **Rural Fisheries Extension Agent**, United States Peace Corps,
Makongonio, Gabon Central Africa

◆ Boards & Committees

Mayor's Cabinet, 2008 - Present
Greater Nashua Dental Connection, Board Member 2012 – Present
Nashua Area Health Center at Lamprey, Advisory Board 2011-Present
Nashua Child Care Advisory Commission, 2011-Present
NH Department of Health and Human Services, Public Health Improvement Services Council
2008 - Present
NH Department of Health and Human Services, Preventive Health & Health Services Block Grant Advisory
Committee 2008 - Present
Derry Community Alliance for Teen Safety, Board Member 2006 – 2011
Greater Derry Medical Reserve Corps, Steering Committee January 2009 – 2010

JANET L. GRAZIANO, CPA

229 Main Street
Nashua, NH 03060
(603) 589-4542

SUMMARY

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

EXPERIENCE

2010 – Present

CITY OF NASHUA, Nashua, NH

Financial Manager

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

2005 – 2009

DANIEL WEBSTER COLLEGE, Nashua, NH

Senior Accountant

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

1999 - 2006

LEGAL ADVICE AND REFERRAL CENTER, Concord, NH

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

Controller

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

1998 – 1999

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

Financial Consultant

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

Janet L. Graziano, CPA

1996 - 1998

Financial Planning & Analysis Manager, Eastern Division

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

1993 - 1996

BANC ONE NEW HAMPSHIRE ASSET MANAGEMENT CORPORATION,

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

Audit Supervisor

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

EDUCATION

NORTHEASTERN UNIVERSITY, School of Business, Boston, MA

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

Concentrations in both Accounting and Finance

VOLUNTEER EXPERIENCE

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

Beverly W Doolan

Professional Summary: Excellent verbal and written communication skills and proven dexterity to work independently or with teams. Strong organizational skills with an ability to prioritize and initiate. Commitment to integrity and confidentiality.

Work experience

2012-current Division of Public Health and Community Services Nashua NH

Program Coordinator

- Coordinate efforts with community groups to advance regional community health improvement plans and assist with the preparation and management of Division grants.

2005-2012 Marguerite's Place Inc. Nashua, NH

Director of Development and Public Relations 2008-2012

- Planned, implemented, and reported on development efforts, including all private and federal grants. Provided oversight for publications, marketing, volunteer and community relations activities.

Case Manager 2005-2008

- Interviewed applicants for transitional housing placement. Provided daily support services for residents through advocacy and referral to education, employment, and social service agencies.

2004-2005 Merrimack School District Merrimack, NH

Kindergarten Outreach Coordinator

- Initiated contact and collected input from public and private NH kindergarten programs and from residents regarding needs and concerns for the planned 2005 implementation of a public kindergarten program. Served on the District's Implementation Committee.

1998-2003 Merrimack PTA Kindergarten Merrimack, NH

Kindergarten Director

- Managed daily operation of private, non-profit kindergarten including communicating policies, developing and documenting procedures, and maintaining state licensing requirements.
- Developed relationships with personnel, Board members, enrolled families, community supporters, and other kindergartens

1984-1990 Digital Equipment Corporation Nashua, NH

Financial Analyst and Business Operations Support Specialist

- Prepared and presented worldwide business analyses to support software supply business strategies. Assisted in establishing and maintaining international business forums to coordinate worldwide programs and metrics

Digital Equipment Corporation Financial Development Program, 1987

Education

Chatham College, Pittsburgh PA, B.A., cum laude, English, 1981
UNH Manchester, non-credit coursework in Human Relations and Management, 1997-2003

Volunteer experience

Reeds Ferry School 1993-2001, Merrimack Safeguard Coalition 1997-current, Merrimack Hospice House 2003-2006, St.James United Methodist Church, 2002-current.

Theresa C. Calope-Yaklin, RN
c/o Nashua Community Health Department
18 Mulberry Street,
Nashua, NH 03060
Work : (603) 589-4515
Email : calopet@nashuanh.gov

EDUCATIONAL BACKGROUND

Bachelor of Science in Nursing	United Doctor's Medical Center & Colleges Quezon City, Philippines(1991-1995)
Secondary	New Era College Quezon City, Philippines (1987-1991)
Elementary	Payatas Academy

CURRENT POSITION: PUBLIC HEALTH NURSE
(TB Program Coordinator/ Immunization Program Back up Coordinator)
Nashua Public Health Department
City of Nashua
Nashua, NH
(March 22, 2010 – Present)

JOB DESCRIPTION:

- *Responsible for providing clinical services in the Immunization clinic, Lead and TB Program, outreach activities and emergency preparedness activities.
- *Investigates cases of reportable diseases and infections.
- *Administers child and adult vaccines during clinics, outreach and school/ community based flu clinic.
- *Work with other nurses to complete refugee's TB screening.
- *Accurately keeping track of the numbers of adults and children immunized and recording it in S-drive.
- *Conducts case management for TB cases and vaccine preventable communicable diseases.
- *Provides on-call health information.
- *Works in collaboration with Department of Health & Human services, healthcare professional and community service agencies to develop and implement programs to protect and promote the health of the community.
- *Provides health education for the public, professional and community groups.
- *Organizes conferences and meetings related to health promotion and disease prevention initiatives.
- *Work with the Immunization Program Coordinator in auditing Provider's practice with the VFC portion (questionnaire) of visit.
- *Audits and follow-up child care center immunization records assigned by the State of New Hampshire for any child out compliance.
- *Provides Directly Observed Therapy for Tuberculosis Treatment and Prevention.
- *Assist uninsured individual enrolled in state's TB Program.
- *Attends conferences/trainings, including those meetings/in-services called by grant managers, and represents the Division at local, regional and statewide meetings.
- *Maintaining client's confidentiality as per HIPPA policy.
- *Serve as a HUD Lead Grant Coordinator until Oct 31, 2010.
- *Currently acts as Lead Case Manager for Healthy Homes Program.
- *Currently acts as Back up Coordinator for Immunization Program.
- *Currently acts as TB Program Coordinator from October 2010 to present.

OTHER WORK EXPERIENCES

***Registered Nurse**

Greenbriar Terrace Nursing Rehab (Sub- Acute Unit) Nashua, NH

February 2008 – March 2010 (Full Time)

March 2010 – July 2010 (Per Diem)

***Health Unit Coordinator/Licensed Nursing Assistant (Telemetry Unit)**

Southern New Hampshire Medical Center - Nashua, NH

August 2005 – May 2008

CERTIFICATION:

***New Hampshire - RN Licensed # 058756-21 – expiration: October 1, 2015.**

***BLS Certified – expiration: April 31, 2014.**

***Certified HIV Prevention Counselor.**

***Holder of a valid NH Driver's license # 10CET75012 – expiration: October 1, 2014.**

Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: City of Nashua, Division of Public Health and Community Services

Budget Request for: Tuberculosis Prevention and Control Services - Greater Nashua Area
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	TOTAL	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 19,839.00	\$ 3,180.00	\$ 23,019.00	based on actual direct costs
2. Employee Benefits	\$ 11,209.00	\$ -	\$ 11,209.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 672.00	\$ -	\$ 672.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 100.00	\$ -	\$ 100.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
TOTAL	\$ 31,820.00	\$ 3,180.00	\$ 35,000.00	

Indirect As A Percent of Direct

10.0%