



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9559 1-800-852-3345 Ext. 9559
Fax: 603-271-8431 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

*Sole Source
Retroactive*

July 1, 2013

*91% Federal
9% General*

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Systems, Policy & Performance, and the Division of Community Based Care Services, Bureau of Drug and Alcohol 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 \$614,960, to improve municipal and regional public health emergency preparedness and substance misuse prevention and related health promotion capacity, to be effective **retroactive** to July 1, 2013 through June 30, 2015.

Funds are available in SFY 2014 and SFY 2015 operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90077021	\$190,100.00
SFY 14	102-500731	Contracts for Prog Svc	90077026	\$52,000.00
			Sub-Total	\$242,100.00
SFY 15	102-500731	Contracts for Prog Svc	90077021	\$190,100.00
SFY 15	102-500731	Contracts for Prog Svc	90077026	\$52,000.00
			Sub-Total	\$242,100.00
			Total	\$484,200.00

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	49156502	\$65,380.00
SFY 15	102-500734	Contracts for Prog Svc	49156502	\$65,380.00
			Sub-Total	\$130,760.00
			Total	\$614,960.00

EXPLANATION

This agreement includes funds that are being awarded through both a **sole source** and a competitive bid process. The sole source award reflects that as the municipal public health entity, the Health Department provides the infrastructure and legal authority necessary to carry out disease surveillance and investigations; enforce public health laws and regulations; and mitigate public health hazards. These are all core public health functions that are essential to detecting and responding to public health emergencies. The City of Nashua, Division of Public Health and Community Services was specified as the contracted work performer in the federal cooperative agreement application, which was approved and awarded. **Retroactive** approval is requested because the amount of funds available to support this agreement was not approved by the Centers for Disease Control and Prevention until May 16, 2013.

Funds being awarded through a competitive bid process will be used to allow the City of Nashua, Division of Public Health and Community Services to align a range of public health and substance misuse prevention and related health promotion activities. The City of Nashua, Division of Public Health and Community Services will be one of 13 agencies statewide to host a Regional Public Health Network, which is the organizational structure through which these activities are implemented. Each Public Health Network site serves a defined Public Health Region, with every municipality in the state assigned to a region.

This agreement aligns programs and services within the Department and this contracted partner to increase the effectiveness of services being provided while reducing the administrative burden and, where feasible, costs for both the Department and this partner. To that end, this agreement provides a mechanism for other funds to be directed to Regional Public Health Networks to continue building coordinated regional systems for the delivery of other public health and substance misuse and health promotion services as funding becomes available.

Altogether, this agreement will build municipal and regional capacity in three broad areas: a Regional Public Health Advisory Committee; Municipal and Regional Public Health Preparedness; and Substance Misuse Prevention and Related Health Promotion services. The Regional Public Health Advisory Committee will engage senior-level leaders from throughout this region to serve in an advisory capacity over the services funded through this agreement. Over time, the Division of Public Health Services and the Bureau of Drug and Alcohol Services expect that the Regional Public Health Advisory Committee will expand this function to other public health and substance misuse prevention and related health promotion services funded by the Department. The long-term goal is for the Regional Public Health Advisory Committee to set regional priorities that are data-driven, evidence-based, responsive to the needs of the region, and to serve in this advisory role over all public health and substance misuse and related health promotion activities occurring in the region.

The effectiveness of a regional response structure for public health emergencies was demonstrated during the H1N1 pandemic when the Regional Public Health Networks statewide offered 533 clinics that vaccinated more than 46,000 individuals. Also, during 2011 and 2012 the Nashua Division of Public Health and Community Services was activated to assist in the response to a number of weather-related emergencies that included setting up regional shelters and providing leadership on health and medical issues as part of the regional response.

The City of Nashua, Division of Public Health and Community Services will also coordinate substance misuse prevention and related health promotion activities with the primary goal of implementing the three-year regional strategic plan that was developed and completed in June 2012. This strategic plan uses a public health approach that includes Strategic Prevention Framework Model key milestones and products for the evidence-based programs, practices, and policies that will be implemented over the course of the agreement. These efforts

must strategically target all levels of society; seek to influence personal behaviors, family systems and the environment in which individuals “live, work, learn and play“.

According to the 2011 National Survey on Drug Use and Health, New Hampshire ranks third in the nation for youth alcohol use (17.04% of 12 to 17 year olds reporting drinking in the past month), third in the nation for alcohol use among young adults (73.22% of 18 to 25 year olds reporting drinking in the past month) and sixth in the nation for alcohol use among adults (64.89% of those 26 and older reporting drinking in the past month). In New Hampshire, the rate of alcohol use and binge drinking (having five or more drinks within a couple of hours) among 12 to 20 year olds is significantly higher than the national average.

New Hampshire also ranks high for marijuana use across a wide range of age categories compared to the rest of the nation. According to the 2011 National Survey on Drug Use and Health, the percentage of young people between the ages of 12 and 17 who report marijuana use in the past month is higher in comparison to all of the other U.S. states and territories. Regular marijuana use (at least once in the past 30 days) is reported by 11.35% of 12-17 year olds. The prevalence of marijuana use among 18 to 25 year olds is fifth in the nation, with 27.03% reporting marijuana use in the past month. The rate of regular marijuana use among adults 26 and older is 5.42%, slightly above the U.S. rate of 4.8%.

Finally, prescription drug misuse is at epidemic proportions in New Hampshire where pain reliever abuse among young adults is the tenth highest in the nation (12.31% of 18 to 25 year olds reported non-medical use of pain relievers in the past year). Perhaps the most telling indicator of New Hampshire’s epidemic is the steady increase in total drug-related deaths since 2000, with the majority of the increase attributable to prescription drug overdose. The number of drug-related overdose deaths in the state increased substantially between 2002 and 2010, more than doubling from 80 deaths to 174 over the eight-year period. Prescription opioids are the most prevalent drug of abuse leading to death.

Should Governor and Executive Council not authorize this Request, there will be a reduced ability to quickly activate large-scale vaccination clinics and community-based medical clinics; support individuals with medical needs in emergency shelters; and coordinate overall public health response activities in the city and the region. With respect to substance misuse prevention and related health promotion, the regional prevention system that has been addressing these issues would dissolve, causing a further decline of already limited prevention services as this agreement provides for the continuation, coordination and further development of community based prevention services.

As stated previously, the City of Nashua, Division of Public Health and Community Services was selected for activities that will occur throughout the region through a competitive bid process. A Request for Proposals was posted on the Division of Public Health Services’ web site from January 15, 2013 through March 4, 2013. In addition, a bidder’s conference was held on January 24 that was attended by more than 80 individuals.

Fifteen Letters of Intent were submitted in response to this statewide competitive bid. Fifteen proposals were received, with the City of Nashua, Division of Public Health and Community Services being the sole bid to provide these services in this region. This bid was reviewed by two Department of Health and Human Services reviewers who have more than 30 years experience in program administration, emergency planning, and substance misuse prevention. The scoring criteria focused on the bidder’s capacity to perform the scope of services and alignment of the budget with the required services. The recommendation that this vendor be selected was based on a satisfactory score and agreement among reviewers that the bidder had significant experience and well-qualified staff. The bid-scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, the Department of Health and Human Services in its sole discretion may decide to offer a two (2) year extension of this agreement, contingent upon 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.

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the six community sectors identified in the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment's plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in a regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, by-laws, MOUs, etc.).
- Establish and increase over time, regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

- Percentage of increase of evidence-based programs, practices, and policies adopted by sector.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies.
- Number and increase in the diversity of Center for Substance Abuse Prevention categories implemented across Institute of Medicine classifications as outlined in the federal Block Grant Requirements.
- Number of persons served or reached by Institute of Medicine classification.
- Number of key products produced and milestones reached as outline in and reported annually in the Regional Network Annual Report.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional Prevention System's Logic Model.
- Long-term outcomes measured and achieved as applicable to the region's three-year strategic plan.

Municipal Public Health Preparedness

- Time for Incident Management Team members to report for immediate duty following notification to do so.
- Time to issue a risk communication message for dissemination to the public.
- Percent of infectious disease reports that initial public health control measures were initiated within the required timeframe.
- Number of professionals trained through the Institute for Local Public Health Practice.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population, based on the Center for Disease Control's Local Technical Assistance Review.

- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the Division of Public Health Services' Regional Annex Technical Assistance Review.

The geographic area to be served varies according to the specific activities. In addition to local activities within the city of Nashua, Public Health Network services include the towns of Amherst, Brookline, Hollis, Hudson, Litchfield, Lyndeborough, Mason, Merrimack, Milford, Mont Vernon, Pelham and Wilton.

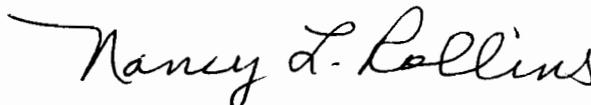
Source of Funds is 91% federal funds and 9% general funds from the US Centers for Disease Control and Prevention, and Substance Abuse and Mental Health Services Administration.

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

Respectfully submitted,

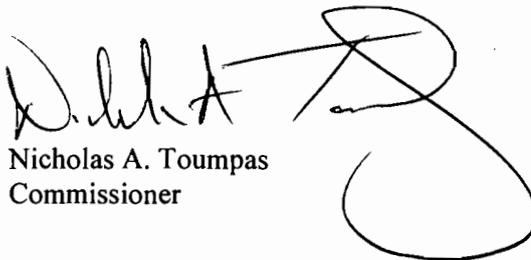


José Thier Montero, MD
Director



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/NLR/NT/js

Program Name Division of Public Health Services and Division of Community Based Care Services
Contract Purpose Regional Public Health Network Services
RFP Score Summary Eleven proposals received for 11 Public Health Network Regions

	1	2	3	4	5	6	7	8	9	10	11
RFA/RFP CRITERIA	Max Pts	Town of Derry	North Country Health Consortium	Mid-State Health Center	Cheshire County	Manchester Health Dept.*	City of Nashua, Division of Public Health & Community Services*	Carroll County Coalition for Public Health	Lakes Region Partnership for Public Health	Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock	Town of Exeter
Agy Capacity	40	35.50	37.00	32.00	34.00	38.00	36.00	29.00	37.00	37.00	32.00
Program Structure	40	37.50	33.00	34.00	30.00	36.00	35.00	26.00	34.00	38.00	34.00
Budget & Justification	18	16.50	17.00	16.00	15.00	16.00	16.00	14.00	17.00	17.00	17.00
Format	2	1.50	2.00	2.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00
TOTAL POINTS	100	91.00	89.00	84.00	80.00	92.00	89.00	71.00	90.00	94.00	85.00

BUDGET REQUEST	Year 01	\$ 151,163.00	\$ 226,380.00	\$ 151,005.00	\$ 151,880.00	\$ 160,118.00	\$ 457,780.00	\$ 307,480.00	\$ 151,516.00	\$ 154,743.00	\$ 148,301.00	\$ 151,451.00
	Year 02	\$ 151,163.00	\$ 226,380.00	\$ 151,005.00	\$ 151,880.00	\$ 160,118.00	\$ 457,780.00	\$ 307,480.00	\$ 151,516.00	\$ 154,743.00	\$ 148,301.00	\$ 151,451.00
	Year 03	-	-	-	-	-	-	-	-	-	-	-
TOTAL BUDGET REQUEST		\$ 302,326.00	\$ 452,760.00	\$ 302,010.00	\$ 303,760.00	\$ 320,236.00	\$ 915,560.00	\$ 614,960.00	\$ 303,032.00	\$ 309,486.00	\$ 296,602.00	\$ 302,902.00
BUDGET AWARDED	Year 01	\$ 151,163.00	\$ 226,380.00	\$ 151,005.00	\$ 151,880.00	\$ 160,118.00	\$ 457,780.00	\$ 307,480.00	\$ 151,516.00	\$ 154,743.00	\$ 148,301.00	\$ 151,451.00
	Year 02	\$ 151,163.00	\$ 226,380.00	\$ 151,005.00	\$ 151,880.00	\$ 160,118.00	\$ 457,780.00	\$ 307,480.00	\$ 151,516.00	\$ 154,743.00	\$ 148,301.00	\$ 151,451.00
	Year 03	-	-	-	-	-	-	-	-	-	-	-
TOTAL BUDGET AWARDED		\$ 302,326.00	\$ 452,760.00	\$ 302,010.00	\$ 303,760.00	\$ 320,236.00	\$ 915,560.00	\$ 614,960.00	\$ 303,032.00	\$ 309,486.00	\$ 296,602.00	\$ 302,902.00

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
	Neil Twitchell	Administrator I	Department of Health and Human Services, Division of Public Health Services and Division of Community Based Care Services	This bid was reviewed by two Department of Health and Human Services reviewers who have more than 30 years experience in program administration, emergency planning and substance misuse prevention.
	Ann Crawford	Coordinator	Regional	

*Manchester Health Department and City of Nashua, Division of Public Health & Community Services awards include amounts for preparedness that are awarded through sole source. These funds and competitive Public Health Network awards have always been combined into a single contract.

Program Name Division of Public Health Services and Division of Community Based Care Services
Contract Purpose Regional Public Health Network Services
RFP Score Summary Two proposals received for the Strafford Area

RFA/RFP CRITERIA	Max Pts	Goodwin Community Health Center	Health & Safety Council of Strafford County
Agy Capacity	40	34.00	27.00
Program Structure	40	35.00	26.00
Budget & Justification	18	16.00	13.00
Format	2	2.00	1.00
Total	100	87.00	67.00

BUDGET REQUEST						
Year 01	\$177,046.00	\$173,680.00	-	-	-	-
Year 02	\$177,046.00	\$173,680.00	-	-	-	-
Year 03	\$0.00	\$0.00	-	-	-	-
TOTAL BUDGET REQUEST	\$354,092.00	\$347,360.00				
BUDGET AWARDED						
Year 01	\$167,046.00	\$0.00	-	-	-	-
Year 02	\$167,046.00	\$0.00	-	-	-	-
Year 03	\$0.00	\$0.00	-	-	-	-
TOTAL BUDGET AWARDED	\$334,092.00	\$0.00				

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Neil Twitchell	Administrator	DPHS/Division of Public Health Services	This bid was reviewed by two Department of Health and Human Services reviewers and three external reviewers who have over 30 years of experience in program administration, emergency planning and substance misuse prevention.
2	Jessica Blais	Chief of Prevention Services	DHHS/Bureau of Drug and Alcohol Services	
3	Betsy Houde	Executive Director	The Youth Council	
4	Valerie Morgan	Administrator	DHHS/Bureau of Drug and Alcohol Services	
5	Jo Porter	Deputy Director	NH Institute for Health Policy & Practice, UNH	

Program Name Division of Public Health Services and Division of Community Based Care Services
Contract Purpose Regional Public Health Network Services
RFP Score Summary Two proposals received for the Capital Area Region

RF/RFP CRITERIA	Max Pts	Community Action Program Belknap-Merrimack Counties, Inc.	Granite United Way
Agy Capacity	40	30.00	34.00
Program Structure	40	31.00	32.00
Budget & Justification	18	15.00	15.00
Format	2	2.00	2.00
Total	100	78.00	83.00

BUDGET REQUEST			
Year 01	\$160,819.00	\$160,569.00	-
Year 02	\$160,819.00	\$160,569.00	-
Year 03	\$0.00	\$0.00	-
TOTAL BUDGET REQUEST	\$321,638.00	\$321,138.00	-
BUDGET AWARDED			
Year 01	\$0.00	\$160,569.00	-
Year 02	\$0.00	\$160,569.00	-
Year 03	\$0.00	\$0.00	-
TOTAL BUDGET AWARDED	\$0.00	\$321,138.00	-

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Sandra DelSesto	Director	Institute for Addiction Recovery at Rhode Island College	This bid was reviewed by three Department of Health and Human Services reviewers and two external reviewers who have over 30 years experience in program administration, emergency planning and substance misuse prevention.
2	Patty Baum	Program Officer	Healthy NH	
3	Michelle Ricco Jonas	Family Planning Program Manager	Division of Public Health Services, Maternal and Child Health Services	
4	Neil Twitchell	Administrator	Division of Public Health Services	
5	Valerie Morgan	Administrator	Department of Health and Human Services, Bureau of Drug and Alcohol Services	

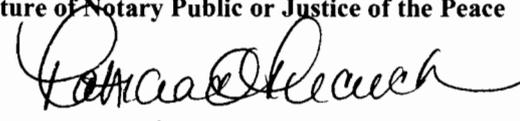
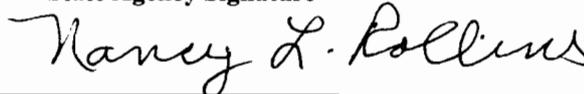
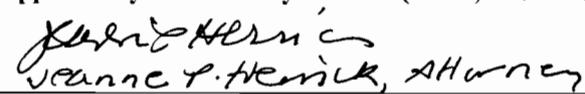
Subject: Regional Public Health Network Services

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 05-95-90-902510-5171-102-500731 See Exhibit B for additional account numbers.	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$614,960.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN 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>HILLSBOROUGH</u> On <u>6/12/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace PATRICIA D. PIECUCH Notary Public / Justice of the Peace My Commission Expires August 13, 2013			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa 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. Henick, Attorney On: <u>10 Jul. 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.

Contractor Initials: DC
Date: 6/12/2013

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.

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NH Department of Health and Human Services

Exhibit A

**Scope of Services
Regional Public Health Network Services**

**CONTRACT PERIOD: July 1, 2013 or Date of G&C approval, whichever is later,
through June 30, 2015**

**CONTRACTOR NAME: City of Nashua, Division of Public Health and Community
Services
18 Mulberry Street
ADDRESS: Nashua, NH 03060
Executive Director: Kerran Vigroux
TELEPHONE: (603) 624-6466**

The Contractor shall:

The contractor, as a recipient of federal and state funds will implement recommendations from the NH Division of Public Health Service's (DPHS) report Creating a Regional Public Health System: Results of an Assessment to Inform the Planning Process to strengthen capacity among public health system partners to deliver essential public health services in a coordinated and effective manner by establishing a Regional Public Health Advisory Committee.

The contractor will implement the 2012 Regional Strategic Plan for Prevention pertaining to communities in their region addressing substance misuse prevention and related health promotion as it aligns with the existing three-year outcome-based strategic prevention plan completed June 2012, located on:
<http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>.

The contractor will develop regional public health emergency response capabilities in accordance with the Centers for Disease Control and Prevention's (CDC's) Public Health Preparedness Capabilities: National Standards for State and Local Planning (Capabilities Standards) and as appropriate to the region.

The contractor in selected regions will also implement initiatives that respond to other public health needs as identified in this Exhibit A.

All contractors will ensure the administrative and fiscal capacity to accept and expend funds provided by the DPHS and the Bureau of Drug and Alcohol Services (BDAS) for substance misuse prevention and related health promotion and other public health services as such funding may become available.

To achieve these outcomes, the contractor will conduct the following activities:

1. Regional Public Health Advisory Committee

Develop and/or maintain a Regional Public Health Advisory Committee comprised of representatives from the community sectors identified in Table 1 of the RFP. At a minimum, this entity shall provide an advisory role to the contractor and, as appropriate, subcontractors to assure the delivery of the services funded through this agreement.

The Regional Public Health Advisory Committee should strive to ensure its membership is inclusive of all local agencies that provide public health services beyond those funded under this agreement. The purpose is to

facilitate improvements in the delivery of the 10 Essential Public Health Services including preparedness-related services and continue implementation of the Strategic Prevention Framework (SPF) and substance misuse prevention and related health promotion as appropriate to the region. This is accomplished by establishing regional public health priorities that are based on assessments of community health; advocating for the implementation of programs, practices and policies that are evidence-based to meet improved health outcomes; and advance the coordination of services among partners.

A. Membership

At a minimum, the following entities within the region being served shall be granted full membership rights on the Regional Public Health Advisory Committee.

1. Each municipal and county government
2. Each community hospital
3. Each School Administrative Unit (SAU)
4. Each DPHS-designated community health center
5. Each NH Department of Health and Human Services (DHHS)-designated community mental health center
6. The contractor
7. At least one representative from each of the following community sectors shall also be granted full membership rights: business, cultural and faith-based organizations, social services, housing and sheltering, media, and senior services.
8. Representatives from other sectors or individual entities should be included as determined by the Regional Public Health Advisory Committee.

Responsibilities

Perform an advisory function to include:

1. Collaborate with the contractor to establish annual priorities to strengthen the capabilities within the region to prepare for and respond to public health emergencies and implement substance misuse prevention and related health promotion activities.
 - 1.1. Upon contracting, recruit and convene members to determine a name for the region that is based on geography (ex. Seacoast, North Country) by September 30.
2. Collaborate with regional partners to collect, analyze and disseminate data about the health of the region.
 - 2.1. Disseminate the 2012 NH State and Regional Health Profiles, the Youth Risk Behavior Survey (YRBS) and Behavioral Risk Factor Surveillance Survey (BRFSS) reports, and the forthcoming State Public Health Improvement Plan to public health system partners in the region in order to inform partners of the health status of the region. Disseminate other reports (ex. Weekly Early Event Detection Report) issued by DHHS as appropriate.
 - 2.2. Participate in local community health assessments, prioritizing the Community Benefits Assessment conducted by hospitals as required under RSA 7:32.
 - 2.3. Participate in regional, county and local health needs assessments convened by other agencies.
 - 2.4. Participate in community health improvement planning processes being conducted by other agencies.
3. Liaison with municipal and county government leaders to provide awareness of and, as possible, participation in the Regional Public Health Advisory Committee and its role to coordinate activities regionally.
4. Designate representatives to other local or regional initiatives that address emergency preparedness and response, substance misuse prevention and related health promotion, and other public health services.
5. Develop and maintain policies and procedures related to the Regional Public Health Advisory Committee that include:
 - 5.1. Organizational structure
 - 5.2. Membership
 - 5.3. Leadership roles and structure
 - 5.4. Committee roles and responsibilities
 - 5.5. Decision-making process
 - 5.6. Subcommittees or workgroups

- 5.7. Documentation and record-keeping
- 5.8. Process for reviewing and revising the policies and procedures
- 6. Complete the PARTNER survey during the fourth quarter of SFY 2014.
- 7. The chair of the Regional Public Health Advisory Committee or their designee should be present at site visits conducted by the NH DPHS and BDAS and, to the extent possible, be available for other meetings as requested.

2. Substance Misuse Prevention and Related Health Promotion

- a. Ensure oversight to carry out the regional three-year strategic plan (available at: <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>) and coordination of the SPF and other processes as described in this RFP and mapped out within the BDAS Regional Network System Logic Model (Attachment 8):
 - 1. Maintain and/or hire a full-time-equivalent coordinator to manage the project with one person serving as the primary point of contact and management of the scope of work.
 - a. The Prevention Coordinator(s) is required to be a Certified Prevention Specialist (CPS) or pending certification within one year of start of contract and a graduate from a four year university.
 - 2. Provide or facilitate appropriate professional office space, meeting space, and access to office equipment to conduct the business of the Regional Public Health Network (RPHN).
 - 3. Ensure proper and regular supervision to the Coordinator(s) in meeting the deliverables of this contract.
 - 4. Ensure the continuance of a committee to serve as the content experts for Substance Misuse Prevention and Related Health Promotion and associated consequences for the region that is under the guidance of and informs the Regional Public Health Advisory Committee.
 - a. The expert committee shall consist of the six sectors representative of the region with a shared focus on prevention misuse of substances and associated consequences. The committee will inform and guide the regional efforts to ensure priorities and programs are data-driven, evidence-based, and culturally appropriate to the region to achieve outcomes.
 - b. Ensure the expert committee provides unbiased input into regional activities and development, guidance in the implementation of the three-year strategic plan and other contract deliverables and serves as the liaison to the Regional Public Health Advisory Committee.
 - c. Recruit and maintain various members from the six core sectors to conduct the steps of the SPF in reaching key milestones and producing key products as outline in Attachment 2.
 - d. Submit any and all revised regional network strategic plans as required to BDAS that are data-driven and endorsed by regional members and the expert committee/workgroup.
 - e. Promote and communicate regional outcomes, goals, objectives, activities and successes through media and other community information channels to the regions' coalitions, local drug free community grantees, prevention provider agencies, and other prevention entities as appropriate.
 - f. Cooperate with and coordinate all evaluation efforts as required by BDAS conducted by the Center for Excellence, (e.g. PARTNER Survey, annual Regional Network Evaluation, and other surveys as directed by BDAS).
 - g. Maintain effective training and on-going communication within the coalition, expert committee, broader membership, six core sectors, and all subcommittees.
 - h. Attend all State required trainings, workshops, and bi-monthly meetings.
 - i. Work with BDAS and the Bureau of Liquor Enforcement to institute Comprehensive Synar Plan activities (merchant and community education efforts, youth involvement, policy and advocacy efforts, and other activities).
 - j. Assist with other State activities as needed.
 - k. Ongoing quality improvement is required as demonstrated by attendance and participation with Center for Excellence technical assistance events and learning collaborative(s).
 - l. Conduct 10 Appreciative Inquires annually and utilize Community-Based Participatory Research approach in outreach efforts as stated in RFP.

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- m. Meet the requirements of the National Outcomes as outlined in Attachment 7.
- n. Meet the required outcomes measures as outlined in BDAS Regional Network System Logic Model (Attachment 8).
- o. Provide hosting and/or collaborative efforts for one full time Volunteers in Service to America (VISTA) volunteer provided by Community Anti-Drug Coalitions of America (CADCA) at minimum for one-year to work within and across regions to support military personnel and their families in support of the goals and objectives of the VetCorps-VISTA Project:
 - Increase the number of veterans and military families (VMF) receiving services and assistance by establishing partnerships and developing collaborations with communities to help create a network and safety net of support similar to that of military bases;
 - Increase the capacity of community institutions and civic and volunteer organizations to assist local VMFs in several areas 1) Enhancing opportunities for healthy futures for VMF focusing on access to health care and health care services, with an emphasis on substance abuse prevention, treatment and outreach; 2) Facilitating the provision of and access to social, mental and physical health services to VMF; 3) Enhancing economic opportunities for VMF (focusing on housing and employment); and 4) Increasing the number of veterans engaged in service opportunities.

3. Regional Public Health Preparedness

A. Regional Public Health Emergency Planning

The goal of these activities is to provide leadership and coordination to improve the readiness of regional, county, and local partners to mount an effective response to public health emergencies and threats. This will be achieved by conducting a broad range of specific public health preparedness activities to make progress toward meeting the national standards described in the Capabilities Standards. All activities shall build on current efforts and accomplishments within each region. All revisions to the regional preparedness annex and appendices, as well as exercises conducted under this agreement will prioritize the building and integration of the resource elements described in the Capabilities Standards.

1. In collaboration with the Regional Public Health Advisory Committee described in that section of this document provide leadership to further develop, exercise and update the current Regional Public Health Emergency Annex (RPHEA) and related appendices (Attachment 11). The RPHEA is intended to serve as an annex or addendum to municipal emergency operations plans to activate a regional response to large-scale public health emergencies. The annex describes critical operational functions and what entities are responsible for carrying them out. The regional annex clearly describe the policies, processes, roles, and responsibilities that municipalities and partner agencies carry out before, during, and after any public health emergency. For more information about the format and structure of emergency plans go to: http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.
 - 1.1 Participate in an annual Regional Annex Technical Assistance Review (RATAR) developed by the NH DPHS. The RATAR outlines planning elements to be assessed for evidence of the Public Health Regions' (PHRs) overall readiness to mount an effective response to a public health emergency or threat. Revise and update the RPHEA, related appendices and attachments based on the findings from the RATAR.
 - 1.2 Participate in an annual Local Technical Assistance Review (LTAR) as required by the CDC Division of Strategic National Stockpile (DSNS). The LTAR outlines planning elements specific to managing, distributing and dispensing Strategic National Stockpile (SNS) materiel received from the CDC during a public health emergency. Revise and update the RPHEA, related appendices and attachments based on the findings from the LTAR.
 - 1.3 Develop new incident-specific appendices based on priorities identified by the NH DPHS. The DPHS will provide planning templates and guidance for use by the contractor.

- 1.4 Submit the RPHEA and all related appendices and attachments to the NH DPHS by June 30 of each year. Submission shall be in the form of a single hard copy and by posting all materials on E-Studio. E-Studio is a web-based document sharing system maintained by the DPHS.
- 1.5 Disseminate the RPHEA and related materials to planning and response partners including municipal officials from each municipality in the region. Dissemination may be through hard copy or electronic means.
2. Collaborate with hospitals receiving funds under the U. S. DHHS' Hospital Preparedness Program (HPP) cooperative agreement to strengthen and maintain a healthcare coalition in accordance with the "Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness." Healthcare coalitions consist of a collaborative network of healthcare organizations and their respective public and private sector response partners with(in) the region. Health(care) Coalitions serve as a multi-agency coordinating group that assists local Emergency Management and Emergency Support Function (ESF) #8 with preparedness, response, recovery and mitigation activities related to healthcare organization disaster operations.¹
3. Collaborate with municipal emergency management directors to integrate the assets and capabilities included in the RPHEA into municipal and regional shelter plans.
4. Pursue Memorandums of Understanding (MOUs) with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health emergency.
5. Implement at least one priority intervention identified during the HVA conducted in SFY 13.
6. Implement routine public health surveillance systems and epidemiological investigation processes in order to detect and respond to infectious disease outbreaks. Ensure compliance with DPHS procedures and train agency staff on surveillance systems, investigation protocols, and procedures to ensure the continued ability to collect and submit local data.
7. Ensure compliance with the CDC requirements for the protection of public health emergency responders including appropriate vaccination and provision of personal protective equipment (PPE).
8. Maintain current systems to alert key staff in conjunction with DPHS' ability to investigate public health threats on a 24/7/365 basis.
9. Continue participation in the CDC's Epidemic Information Exchange Program (EPI-X).
10. Collaborate with DPHS to submit data to the CDC's National Outbreak Reporting System (NORS).

B. Regional Public Health Emergency Response Readiness

1. Engage with community organizations to foster connections that assure public health, medical and behavioral health services in the region before, during and after an incident.
 - 1.1. Collaborate with community organizations to improve the capacity within the region to deliver the Ten Essential Public Health Services (Attachment 3).
2. Improve the capacity and capability within the region to respond to emergencies when requested by the NH DHHS or local governments.
 - 2.1. Coordinate the procurement, rotation and storage of supplies necessary for the activation of Alternate Care Sites (ACS), Neighborhood Emergency Help Centers (NEHCs) and Points of Dispensing (POD) and support public health, health care and behavioral health services in emergency shelters located within the region.
 - 2.2. Develop and execute MOUs with agencies to store, inventory, and rotate these supplies.
 - 2.3. Enter and maintain data about the region's response supplies in the Inventory Resources Management System (IRMS) administered by the NH DHHS Emergency Services Unit (ESU) in order to track and manage medical and administrative supplies owned by the contractor. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.

¹ Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness. U.S. Department of Health and Human Services, January 2012.

- 2.4. Disseminate information about, and link appropriate public health and health care professionals with, the NHResponds to allow for the timely activation of volunteers during emergency events. For more information about NHResponds go to: (<https://www.nhresponds.org/nhhome.aspx>).
- 2.5. Disseminate information about the NH Health Alert Network (HAN) and refer appropriate individuals interested in enrolling to the DPHS HAN coordinator. The HAN is an alerting and notification system administered by the NH DPHS. Receive, and act on as necessary, HAN notices from the DPHS to ensure local partners remain aware of recommendations and guidance issued by the DPHS.
- 2.6. Based on a determination made by regional partners, administer a regional HAN in accordance with DPHS policies, procedures, and requirements.
- 2.7. Improve capacity to receive and expend funds associated with public health emergency response in a timely manner. Assess the agency's financial, personnel, and procurement/contract management policies and procedures and improve procedures to reduce the time needed to receive and use federal and state funds during emergencies.
- 2.8. Sponsor and organize the logistics for at least two trainings/in-services for regional partners. Collaborate with the DHHS, DPHS, the NH Institute of Public Health Practice, the Community Health Institute in Bow, NH, the Preparedness Emergency Response Learning Center at Harvard University and other training providers to implement these training programs. Enter information about training programs and individuals trained into a learning management system administered by NH DPHS to track training programs.
3. In coordination with the DHHS, maintain a Medical Reserve Corps (MRC) within the region or in cooperation with other regions according to guidance from the federal MRC program and the DHHS.
 - 3.1 Identify current members or enlist new members to serve in a leadership capacity to further develop the capability, capacity and programs of the regional MRC.
 - 3.2 Conduct outreach to health care entities to recruit health care workers with the skills, licensure and credentialing needed to fill positions described in the RPHEA, related appendices, and to support the school-based immunization clinics described in this Exhibit. Conduct outreach in other venues to recruit non-clinical volunteers.
 - 3.3. Enter and maintain data about MRC members in a module within the NHResponds system administered by the NH DHHS to ensure the capability to notify, activate, and track members during routine public health or emergency events. Utilize this system to activate members and track deployments. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 3.4. Enter information about training programs and individuals trained into a learning management system administered by NH DHHS to track training programs completed by MRC members.
 - 3.5 Conduct training programs that allow members to meet core competency requirements established by the NH MRC Advisory Committee and the NH DHHS. Provide at least one opportunity per year for members to take each of the on-site courses required to meet the core competency requirements. These courses may be offered in the region or an adjoining region when feasible.

C. Public Health Emergency Drills and Exercises

1. Plan and execute drills and exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
 - 1.1 Maintain a three-year Training and Exercise Plan (TEP) that, at a minimum, includes all drills and exercises as required under the SNS program.
 - 1.2 Coordinate participation of regional partners in a HSEEP compliant functional exercise regarding the section in the regional annex to provide low-flow oxygen support to patients in an ACS. The exercise will be offered through a vendor contracted by the DPHS.
 - 1.3 Based on the mutual agreement of all parties and as funding allows, participate in drills and exercises conducted by the NH DPHS, NH DHHS ESU, and NH Homeland Security and Emergency Management (HSEM).

- 1.4 Collaborate with local emergency management directors, hospitals, and public health system partners to seek funding to support other workshops, drills and exercises that evaluate the Capabilities Standards based on priorities established by regional partners.
- 1.5 To the extent possible, participate in workshops, drills and exercises as requested by local emergency management directors or other public health partners.

4. Performance Measures

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the 6 community sectors identified in the Governor's Commission plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in the regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).
- Establish and increase over time regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

Outcome and evaluation measure instruments will be administered in cooperation with the NH Center for Excellence and Monthly submission of process evaluation data via the web-based performance monitoring system (P-WITS) and other surveys and reports as required by BDAS (e.g. PARTNER survey, Regional Network Evaluation, Regional Network Annual Report).

- Percentage of increase of evidence-based programs, practices and policies adopted by sector as recorded in P-WITS.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies as recorded in P-WITS.
- Number and increase in the diversity of Center for Substance Abuse Prevention (CSAP) categories implemented across Institute of Medicine (IOM) classifications as outlined in the Block Grant Requirements (Attachment 7) as recorded in P-WITS.
- Number of persons served or reached by IOM classification as recorded in P-WITS.
- Number of key products produced and milestones reached as outlined in Attachment 2 and reported annually in the Regional Network Annual Report and as recorded in P-WITS.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional System Logic Model (Attachment 8).
 - a) Long-term outcomes measured and achieved as applicable to the region's 3-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population based on the CDC LTAR.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the DPHS' RATAR.
- Number of MRC volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by MRC units.

5. Training and Technical Assistance Requirements

The contractor will participate in training and technical assistance programs offered to agencies receiving funds under this agreement.

Regional Public Health Preparedness

- 1. Participate in bi-monthly Preparedness Coordinator technical assistance meetings.
- 2. Develop and implement a technical assistance plan for the region, in collaboration with the agency that is under contract with the NH DPHS to provide that technical assistance.
- 3. Complete the training standards recommended for Preparedness Coordinators (See Attachment 12).
- 4. Attend the annual Statewide Preparedness Conferences in June 2014 and 2015.

Medical Reserve Corps

- 1. Participate in the development of a statewide technical assistance plan for MRC units.
- 2. Participate in monthly MRC unit coordinator meetings.
- 3. Attend the annual Statewide MRC Leadership Conference.

Substance Misuse Prevention and Related Health Promotion

- 1. On going quality improvement is required as demonstrated by attendance and participation with Center for Excellence on or off site technical assistance and learning collaborative(s).

6. Administration and Management

A. All Services

1. Workplan

Monitor progress on the final workplan approved by the DHHS prior to the initiation of the contract. There must be a separate section for each of the following:

- a. Regional Public Health Advisory Committee
- b. Substance Misuse Prevention and Related Health Promotion
- c. Regional Public Health Emergency Preparedness
- d. Training and Technical Assistance
- e. Administration and Management

2. Reporting, Contract Monitoring and Performance Evaluation Activities

All Services

- 1. Participate in an annual or semi-annual site visit with DHHS, DPHS and BDAS staff. Site visits will include:
 - 1.1 A review of the progress made toward meeting the deliverables and requirements described in this Exhibit A based on an evaluation plan that includes performance measures.
 - 1.2 Subcontractors must attend all site visits as requested by DHHS.
 - 1.3 A financial audit in accordance with state and federal requirements.
- 2. Maintain the capability to accept and expend funds to support funded services.
 - 2.1 Submit monthly invoices within 20 working days after the end of each calendar month in accordance with the terms described in Exhibit B, paragraph 3, on forms provided by the DHHS.

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- 2.2. Assess agency policies and procedures to determine areas to improve the ability to expedite the acceptance and expenditure of funds during public health emergencies.
- 2.3. Assess the agency's capacity to apply for state and federal reimbursement for costs incurred during declared emergencies.
3. Ensure the capacity to accept and expend new state or federal funds during the contract period for public health and substance misuse prevention and related health promotion services.
4. Submit for approval all educational materials developed with these funds. Such materials must be submitted prior to printing or dissemination by other means. Acknowledgement of the funding source shall be in compliance with the terms described in Exhibit C, paragraph 14.
5. Provide other programmatic updates as requested by the DHHS.
6. Engage the Regional Public Health Advisory Committee to provide input about how the contractor can meet its overall obligations and responsibilities under this Scope of Services.
 - 6.1. Provide the Regional Public Health Advisory Committee with information about public health and substance misuse prevention and related health promotion issues in the state and region that may impact the health and wellness of the public and the ability of communities to respond to and recover from emergencies.
 - 6.2. Facilitate awareness of the Regional Public Health Advisory Committee about the agency's performance under this Scope of Services by allowing a representative from the Regional Public Health Advisory Committee to participate in site visits and other meetings with the NH DHHS related to the activities being conducted under this agreement.

3. Subcontractors

- 3.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the DHHS must be notified in writing *and approve the subcontractual agreement*, prior to initiation of the subcontract.
- 3.2. In addition, the original contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

4. Transfer of assets

- 4.1 Upon notification by the DHHS and within 30 days of the start of the contract, coordinate with the DHHS the transfer of any assets purchased by another entity under a previous contract.

Public Health Preparedness

1. Submit quarterly progress reports based on performance using reporting tools developed by the DPHS. A single report shall be submitted to the DPHS' Community Health Development Section that describes activities under each section of this Exhibit that the contractor is funded to provide. The Section will be responsible to distribute the report to the appropriate contract managers in other DPHS programs.
2. Complete membership assessments to meet CDC and Assistant Secretary for Preparedness and Response (ASPR) requirements.

Substance Misuse Prevention and Related Health Promotion

1. Complete monthly data entry in the BDAS P-WITS system that aligns and supports the regional substance misuse prevention and related health promotion plan.
 - 1.1. Contractor will submit the following to the State:
 - 1.1.1. Submit updated or revised strategic plans for approval prior to implementation.
 - 1.1.2. Submit annual report to BDAS due June 25, 2014 and 2015 (template will be provided by BDAS).
 - 1.1.3. Cooperate and coordinate all evaluation efforts conducted by the Center for Excellence, (e.g. PARTNER Survey, annual environmental measure, and other surveys as directed by BDAS).

1.1.4. Provide additional information as a required by BDAS.

Fiscal Agent

1. As requested by regional partners, serve as a fiscal agent for federal, state or other funds to provide public health services within the PHR. Services provided using these funds may be implemented by the contractor or other partnering entities.

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 appropriate DHHS office immediately for additional guidance.

Executive Director Signature: _____



NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

Regional Public Health Network Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

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

18 Mulberry Street

ADDRESS: Nashua, NH 03060

Executive Director: Kerran Vigroux

TELEPHONE: (603) 624-6466

Vendor #177441-B011	Job #90077021	Appropriation #05-95-90-902510-5171-102-500731
	Job #90077026	Appropriation #05-95-90-902510-5171-102-500731
	Job #95846502	Appropriation #05-95-49-491510-2988-102-500734

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:

\$380,200 for Public Health Preparedness – Regional Planning, Response and Exercises and Drills, funded from 85.45% federal funds from the U.S. Centers for Disease Control and Prevention (CDC), (CFDA #96.069), and 14.55% general funds and \$104,000 for Public Health Preparedness – Cities Readiness Initiative, funded from 100% federal funds from the U.S. CDC, (CFDA #93.069), and \$130,760 for Substance Misuse Prevention and Related Health Promotion, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration (CFDA #93.959).

Total: \$614,960

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.

Standard Exhibits A – J

Contractor Initials: KL

Page 11 of 32

Date: 6/12/13

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.
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.

The remainder of this page is intentionally left blank.

Contractor Initials: DC
Date: 6/12/13

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

Standard Exhibits A – J

Initials: DC

Date: 6/12/13

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.

17. Renewal:

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Substance Misuse Prevention and Related Health Promotion and some of the Public Health Preparedness services were competitively procured. The remaining Public Health Preparedness services are awarded through sole-source.

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.

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.

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

Initials: DC
Date: 6/12/13

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEEES 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:

Standard Exhibits A – J

Initials: DL

Date: 6/12/13

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: 7/1/2013 or date of G&C Approval, whichever is later, through 6/30/2015

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

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

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


Contractor Signature

Mayor
Contractor's Representative Title

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

June 12-2013
Date

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

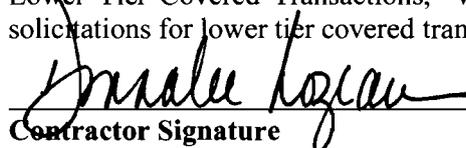
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. 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	_____ Date
City of Nashua, Division of Public Health and Community Services Contractor Name		June 12-2013

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

June 12-2013

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.

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)

June 12 2013
(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: 95-829-8218

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____ Amount: _____

Contractor Initials: DC
Date: 6/12/13



City of Nashua
Office of the City Clerk

Paul R. Bergeron
City Clerk

Patricia Piecuch
Deputy City Clerk

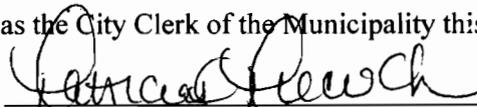
229 Main Street
P.O. Box 2019
Nashua, NH 03061-2019
(603)589-3010
Fax (603)589-3029

CERTIFICATE OF VOTE

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

1. I am the duly appointed Deputy 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 13-120, RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$614,960 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE BUREAU OF DRUG AND ALCOHOL SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITY – “FY2014 AND FY2015 EMERGENCY PREPAREDNESS GRANT”;
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 June 11, 2013, which was duly called and at which a quorum was present;
6. The foregoing Resolution R-13-120 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

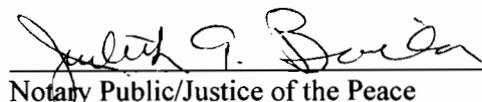
IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the Municipality this 13th day of June 2013.


Patricia D. Piecuch, Deputy City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On June 13, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Deputy 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
JUDITH A. BOILEAU
Notary Public - New Hampshire
My Commission Expires August 22, 2017



RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$614,960 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE BUREAU OF DRUG AND ALCOHOL SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITY-"FY2014 AND FY2015 EMERGENCY PREPAREDNESS GRANT"

CITY OF NASHUA

In the Year Two Thousand and Thirteen

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Public Health and Community Services are authorized to accept and appropriate \$614,960 from the State of New Hampshire Department of Health and Human Services Department and the Bureau of Drug and Alcohol Services into Public Health and Community Services Grant Activity – "FY 2014 & FY 2015 Emergency Preparedness Grant" for the purpose of continuing the implementation of regional public health emergency response activities, regional public health activities and substance misuse prevention efforts. This funding shall be in effect from July 1, 2013 through June 30, 2015.

**CITY OF NASHUA
NEW HAMPSHIRE**

Comprehensive Annual Financial Report

**For The Fiscal Year Ended
June 30, 2012**



**Prepared by:
The Financial Services Division**

**John Griffin
CFO/ Comptroller**



MELANSON HEATH & COMPANY, PC

Chartered Accountants
Member Chartered Accountants

122 Elm Street
Nashua, NH 03061-1320
Tel: 603-882-1111 • Fax: 603-882-0460
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.

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			Component Units
	Governmental Activities	Business- Type Activities	Government Wide Total	
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	<u>220,273,659</u>	<u>10,463,110</u>	<u>230,736,769</u>	<u>13,791,121</u>
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	<u>387,469,183</u>	<u>136,738,213</u>	<u>524,207,396</u>	<u>198,048,487</u>
TOTAL ASSETS	<u>607,742,842</u>	<u>147,201,323</u>	<u>754,944,165</u>	<u>211,839,608</u>
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	<u>137,399,671</u>	<u>6,732,883</u>	<u>144,132,554</u>	<u>6,076,000</u>
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	<u>284,580,010</u>	<u>39,268,321</u>	<u>323,848,331</u>	<u>128,556,202</u>
TOTAL LIABILITIES	<u>421,979,681</u>	<u>46,001,204</u>	<u>467,980,885</u>	<u>134,632,202</u>
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	<u>\$ 185,763,161</u>	<u>\$ 101,200,119</u>	<u>\$ 286,963,280</u>	<u>\$ 77,207,406</u>

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)

	Expenses	Indirect Cost Allocation	Charges for Services	Program Revenues	
				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
			<u>16,437,502</u>
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	-	-
<u>192,279,331</u>	<u>4,189,691</u>	<u>196,469,022</u>	<u>(6,026,139)</u>
14,630,154	1,625,197	16,255,351	10,411,363
<u>171,133,007</u>	<u>99,574,922</u>	<u>270,707,929</u>	<u>66,796,043</u>
<u>\$ 185,763,161</u>	<u>\$ 101,200,119</u>	<u>\$ 286,963,280</u>	<u>\$ 77,207,406</u>

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	<u>22,919</u>	<u>-</u>	<u>-</u>	<u>261</u>	<u>23,180</u>
TOTAL ASSETS	\$ <u>201,328,891</u>	\$ <u>560,187</u>	\$ <u>4,313,266</u>	\$ <u>37,815,535</u>	\$ <u>244,017,879</u>
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	<u>109,839</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>109,839</u>
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	<u>25,940,691</u>	<u>-</u>	<u>-</u>	<u>(947,259)</u>	<u>24,993,432</u>
TOTAL FUND BALANCES	<u>49,258,489</u>	<u>1,266</u>	<u>4,313,266</u>	<u>31,966,877</u>	<u>85,539,898</u>
TOTAL LIABILITIES AND FUND BALANCES	\$ <u>201,328,891</u>	\$ <u>560,187</u>	\$ <u>4,313,266</u>	\$ <u>37,815,535</u>	\$ <u>244,017,879</u>

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>\$ 185,763,161</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

	General	Pennichuck Acquisition	Debt Service Fund	Nonmajor Governmental Funds	Total Governmental Funds
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	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
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																								
<ul style="list-style-type: none"> • Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense: <table border="0" style="margin-left: 20px;"> <tr> <td>Capital outlay purchases, net of disposals</td> <td style="text-align: right;">19,532,175</td> </tr> <tr> <td>Depreciation</td> <td style="text-align: right;">(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 border="0" style="margin-left: 20px;"> <tr> <td></td> <td style="text-align: right;">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 border="0" style="margin-left: 20px;"> <tr> <td>Issuance of new debt</td> <td style="text-align: right;">(164,030,000)</td> </tr> <tr> <td>Repayment of capital leases</td> <td style="text-align: right;">21,457</td> </tr> <tr> <td>Repayments of debt</td> <td style="text-align: right;">14,494,834</td> </tr> </table> • To record acquisition and investment in Pennichuck Waterworks. <table border="0" style="margin-left: 20px;"> <tr> <td></td> <td style="text-align: right;">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 border="0" style="margin-left: 20px;"> <tr> <td></td> <td style="text-align: right;">(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 border="0" style="margin-left: 20px;"> <tr> <td>Decrease in compensated absences liability</td> <td style="text-align: right;">399,265</td> </tr> <tr> <td>Increase in net OPEB obligation</td> <td style="text-align: right;">(2,979,233)</td> </tr> <tr> <td>Other</td> <td style="text-align: right;">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 border="0" style="margin-left: 20px;"> <tr> <td></td> <td style="text-align: right;"><u>381,174</u></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		<u>381,174</u>
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																								
	<u>381,174</u>																								
CHANGE IN NET ASSETS OF GOVERNMENTAL ACTIVITIES	\$ <u>14,630,154</u>																								

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		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original Budget	Final Budget		
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
ASSETS				
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
LIABILITIES				
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
NET ASSETS				
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	<u>20,595</u>	<u>211,491</u>	<u>232,086</u>	<u>1,707,133</u>
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	<u>4,401,079</u>	<u>1,445,437</u>	<u>5,846,516</u>	<u>-</u>
Total Operating Expenses	<u>10,098,628</u>	<u>4,860,327</u>	<u>14,958,955</u>	<u>30,795,273</u>
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	<u>(741,966)</u>	<u>(694,623)</u>	<u>(1,436,589)</u>	<u>-</u>
Total Nonoperating Revenues (Expenses), Net	<u>(532,134)</u>	<u>(58,846)</u>	<u>(590,980)</u>	<u>51,768</u>
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	<u>-</u>	<u>3,543,251</u>	<u>3,543,251</u>	<u>-</u>
Change in Net Assets	482,484	1,142,713	1,625,197	381,174
Net Assets at Beginning of Year	<u>104,504,428</u>	<u>(4,929,506)</u>	<u>99,574,922</u>	<u>14,946,630</u>
Net Assets at End of Year	<u>\$ 104,986,912</u>	<u>\$ (3,786,793)</u>	<u>\$ 101,200,119</u>	<u>\$ 15,327,804</u>

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	
<u>Cash Flows From Operating Activities:</u>				
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	<u>(3,024,168)</u>	<u>(2,547,811)</u>	<u>(5,571,979)</u>	<u>-</u>
Net Cash Provided By (Used for) Operating Activities	3,528,348	(1,297,689)	2,230,659	(51,768)
<u>Cash Flows From Noncapital Financing Activities:</u>				
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	<u>199,169</u>	<u>610,336</u>	<u>809,505</u>	<u>-</u>
Net Cash Provided By (Used for) Noncapital Financing Activities	(1,563,446)	6,225,364	4,661,918	-
<u>Cash Flows From Capital and Related Financing Activities:</u>				
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	<u>(741,962)</u>	<u>(694,623)</u>	<u>(1,436,585)</u>	<u>-</u>
Net Cash (Used For) Capital and Related Financing Activities	(6,036,071)	(5,023,168)	(11,059,239)	-
<u>Cash Flows From Investing Activities:</u>				
Investment income	<u>10,663</u>	<u>25,441</u>	<u>36,104</u>	<u>51,768</u>
Net Change in Cash and Short-Term Investments	(4,060,506)	(70,052)	(4,130,558)	-
Cash and Short-Term Investments, Beginning of Year	<u>14,461,810</u>	<u>4,037,402</u>	<u>18,499,212</u>	<u>-</u>
Cash and Short-Term Investments, End of Year	<u>\$ 10,401,304</u>	<u>\$ 3,967,350</u>	<u>\$ 14,368,654</u>	<u>\$ -</u>
<u>Reconciliation of Operating Income to Net Cash Provided by (Used For) Operating Activities:</u>				
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	<u>13,201</u>	<u>(189,428)</u>	<u>(176,227)</u>	<u>473,588</u>
Net Cash Provided By (Used for) Operating Activities	<u>\$ 3,528,348</u>	<u>\$ (1,297,689)</u>	<u>\$ 2,230,659</u>	<u>\$ (51,768)</u>

See notes to financial statements.

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

	<u>Pension Trust</u>	<u>Private Purpose Trust Funds</u>	<u>Agency Funds</u>
<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	<u>1,478,011</u>	<u>1,784,847</u>	<u>-</u>
Total Investments	31,653,672	4,464,024	-
Due from other funds	<u>-</u>	<u>10,220</u>	<u>-</u>
Total Assets	<u>\$ 32,758,559</u>	<u>\$ 4,648,635</u>	<u>\$ 613,114</u>
<u>LIABILITIES AND NET ASSETS</u>			
Other liabilities	\$ -	\$ -	\$ 556,820
Due to other funds	<u>604,571</u>	<u>-</u>	<u>56,294</u>
Total Liabilities	604,571	-	613,114
<u>NET ASSETS</u>			
Total net assets held in trust for pension benefits and other purposes	<u>32,153,988</u>	<u>4,648,635</u>	<u>-</u>
Total Liabilities and Net Assets	<u>\$ 32,758,559</u>	<u>\$ 4,648,635</u>	<u>\$ 613,114</u>

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)

	<u>Pennichuck Corporation</u>	<u>Nashua Airport Authority</u>	<u>Total</u>
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, NH
Board of Aldermen - 2013

Aldermen-At-Large

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

Ward Aldermen

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

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 Public Health Systems, Policy & Performance, Community Health Development Section, Regional Public Health Network 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
Patty Crooker - Public Health Network Services/SNS Coordinator	\$58,107	100.00%	\$58,107.00
Ashley Conley - Epidemiologist	\$67,739	100.00%	\$67,739.00
Melissa Whalen - Public Health Network Services Program Assistant	\$43,660	73.00%	\$31,871.80
Prevention Coordinator (VACANT)	\$35,264	48.00%	\$16,926.72
Kerran Vigroux - DPHCS Division Director	\$87,206	0.00%	\$0.00
Beverly Doolan - Program Coordinator	\$46,964	0.00%	\$0.00
Janet Graziano - Finance Manager	\$71,115	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$174,644.52

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Patty Crooker - Public Health Network Services/SNS Coordinator	\$59,828	100.00%	\$59,828.00
Ashley Conley - Epidemiologist	\$70,255	100.00%	\$70,255.00
Melissa Whalen - Public Health Network Services Program Assistant	\$45,273	59.00%	\$26,711.07
Prevention Coordinator (VACANT)	\$43,660	55.00%	\$24,013.00
Kerran Vigroux - DPHCS Division Director	\$89,800	0.00%	\$0.00
Beverly Doolan - Program Coordinator	\$48,351	0.00%	\$0.00
Janet Graziano - Finance Manager	\$73,226	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$180,807.07

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.

Patricia E. Crooker
18 Mulberry Street
Nashua, NH 03060
CrookerP@NashuaNH.gov
Phone: (603) 589-4507

Objective

To function in a leadership role in the development and implementation of public health initiatives within the Greater Nashua community.

Education

- University of NH - Durham, NH - May 1997: BA in Psychology with specializations in Criminal Justice and Early Childhood Development.
- University of NH - Manchester, NH - May 2008: Master's of Public Health Program.

Certification

Certified Healthcare Emergency Professional 2011 - Present

Work Experience

Public Health Network Services/SNS Coordinator

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

May 2008 - Present

- Manage the development and implementation of regional public health initiatives to facilitate improvements in the delivery of the 10 Essential Public Health Services, including increasing the capability of the region to respond to large scale public health emergencies and continuing implementation of the Strategic Prevention Framework (SPF) and substance misuse prevention and related health promotion as appropriate to the region.
- Manage all Division programs funded (entirely or partially) under the Regional Public Health Network Services program, including program oversight, staff supervision, grant administration, workplan development/execution and budget management
- Act as primary public health resource for the 13 municipalities in the Greater Nashua Public Health Region
- Develop, maintain and co-chair the Greater Nashua Regional Public Health Advisory Committee (PHAC); act as the primary contact person for the work generated by the Greater PHAC and its subcommittees
- Participate in community health assessments and community health improvement planning processes
- Oversee the development and maintenance of the Regional PH Emergency Response Annex
- Oversee the development and maintenance of standard operating procedures for PHNS programs and activities
- Participate in an annual State and Federal reviews and audits
- Engage with community organizations to foster connections that improve the capacity and capability of public health, medical and behavioral health services in the region before, during and after an incident
- Develop, maintain and execute a three-year Training and Exercise Plan for Regional Public Health Emergency Preparedness; Plan and execute drills and exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP)
- Assist with coordinating activities and policies with the State Department of Health and Human Services and other State level organizations
- Oversight of regional PH assets, including supplies, equipment and trailers

Senior Visitation Monitor

**Greater Nashua Supervised Visitation Center – Greater Nashua Mental Health Center
Nashua, NH**

May 2008 – Present

Responsibilities include: maintaining program files; administrative/ programmatic compliance with national standards and program funding sources; state, federal, civic, and corporate grant writing/reporting/billing;; direct service coordination/provision; providing individual and community education on domestic violence, child abuse and supervised visitation.

Program Coordinator

**Greater Nashua Supervised Visitation Center – Greater Nashua Mental Health Center
Nashua, NH**

May 2005 – May 2008

Provide comprehensive program coordination of Supervised Visitation Center.

Responsibilities include: maintaining program files; administrative/ programmatic compliance with national standards and program funding sources; state, federal, civic, and corporate grant writing/reporting/billing; supervision of program staff of 8; direct service coordination/provision; providing individual and community education on domestic violence, child abuse and supervised visitation; participate on various local and state committees/board; and, all other programmatic coordination of the program.

Senior Case Manager

Greater Manchester AIDS Project – Manchester, NH

June 2000 – April 2005

Provide comprehensive empowerment based case management services to individuals living with HIV including: assistance in housing, social services, financial planning, crisis intervention, mental health, transportation, medical/dental health, entitlement program application advocacy and other support as needed; crisis intervention; maintaining client files with appropriate state and federally mandated information; compliance with directives of various grants and funding sources; extensive computer skills including all Microsoft Office programs and FrontPage; maintaining client database; aiding in grant writing/reporting. Fundraising; community education programs; participation on local and statewide community planning groups; working with area agencies and service providers to provide comprehensive care and community relations.

Direct Services/Volunteer Coordinator

BRIDGES, Inc. - Nashua, NH

July 1997 – June 2000

Supervised a staff of two full-time crisis intervention advocates and 20+ volunteer advocates to provide crisis intervention services to victims/survivors of domestic and sexual violence via a 24-hour crisis line, in person contact, and court advocacy. Participated on multiple statewide planning committees with the NH Attorney General's Office and the NH Coalition Against Sexual and Domestic Violence. Conference planning in conjunction with the Governor's Committee on Volunteerism and the University of NH. Training and education programs both internally and externally. Extensive computer knowledge in Microsoft Office. Fundraising and community involvement. Some grant writing involved.

ASHLEY M CONLEY

18 Mulberry Street
Nashua, NH 03060
ConleyA@NashuaNH.gov
Phone: (603) 589-4552

EDUCATION

Master of Science, Infectious Diseases and Microbiology, June 2008
University of Pittsburgh, Graduate School of Public Health, Pittsburgh, PA
Certificate in Public Health Preparedness and Disaster Response, April 2008
Thesis Title: Molecular Characterization of IS1301 Fragments of Serogroup C in *Neisseria meningitidis*

Bachelor of Arts, Biology
Saint Anselm College, Manchester, NH
Certificate in Public Policy

CERTIFICATIONS

Certified Healthcare Emergency Professional (CHEP), May 2011
Certified in Public Health (CPH), October 2008
American Heart Association BLS Instructor (October 2006 – Present)
Licensed Ham Radio Operator (November 2008 – present): Technician Level, KB1RKQ

EXPERIENCE

**City of Nashua, NH, Division of Public Health & Community Services, Epidemiologist
February 2009 – Present**

Provides epidemiological expertise for the long-range development and day-to-day activities of the City of Nashua; works in conjunction with the State, local providers, hospitals and others to control infectious/communicable diseases and prepare for public health emergencies; responsible for establishing and maintaining systems of public health data collection, surveillance, interpretation, investigation, and information dissemination; develops public health emergency response plans, participates in exercises and drills and educates the community about epidemiology and infectious diseases.

**Mascoma Valley Health Initiative, Public Health Network Program Coordinator
June 2008-February 2009**

Facilitated the Regional Coordinating Council of the Upper Valley Public Health Region, provided public health emergency preparedness education and outreach to community members and organizations, developed regional drills and exercises, reviewed and evaluated program activities for improvement opportunities, planned for the activation of Points of Dispensing Sites, Alternate Care Sites and triage centers; assisted in developing and monitoring approved program budgets.

**Goffstown Fire Department, Goffstown, NH, Emergency Medical Technician-Intermediate
September 2005-June 2006**

**Saint Anselm College Rescue Team, Manchester, NH
December 2002-March 2007**

MEMBERSHIP/COMMITTEES

- New Hampshire Public Health Association, Board of Directors (2012-2015)
- Council of State and Territorial Epidemiologists
- National Collegiate Emergency Medical Services Foundation
- Association of Schools of Public Health, Public Health Preparedness Core Competencies Development Project Participant
- Council for State & Territorial Epidemiologists Disaster Epidemiology Subcommittee
- Greater Nashua Emergency Support Function-8 Committee
- New Hampshire Environmental Public Health Tracking Program Advisory
- New Hampshire Occupational Health Surveillance Program Advisory Committee
- Vital Records Fund Advisory Committee (appointed)

Melissa Whalen

18 Mulberry Street
Nashua, NH 03060

(603) 589-4543

WhalenM2@NashuaNH.gov

Education

August 2011 – May 2013

University of New Hampshire Graduate School- Manchester, NH
Master's in Public Health

August 2004 – May 2008

University of New Hampshire- Durham, NH
Concentration: Management & Business

Bachelors of Science in Health Management and Policy, Academic Honors

Work Experience

May 2013 – Present

Program Assistant, Public Health Network Services (PHNS)

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

- Assists with planning, coordination and facilitation of PHNS training and special events
- Prepares and maintains training, exercise and testing records
- Maintains regional resource directory
- Assists with planning, coordination and facilitation of HSEEP complaint PHEP workshops, drills and exercises
- Assists with planning, coordination and facilitation of PHEP program meetings
- Assists with maintenance of the Regional PH Emergency Response Annex
- Participate in emergency responses
- Assists in the development and maintenance of standard operating procedures

May 2008 – May 2013

Program Coordinator, Medicine Critical Care Program (MCCP)

Children's Hospital Boston – Boston, MA

- Provides administrative support to 11 Harvard Medical School affiliated faculty members
- Responsible for administrative and technical tasks that aid research projects
- Assist in grant writing and application process for both NIH and privately funded grants
- Developed and maintain two study regulatory binders
- Administrative coordinator for Internal Scientific Review Committee
- Edit and submit grant applications and publications
- Plan Program events – conferences, holiday events, meetings, retreats, travel arrangements etc.
- Maintain patient database for quarterly census reporting
- Record and summarize complex medical discussions held during faculty and research meetings
- Oversee compliance of required federal and state licensure for physicians and nurse practitioners
- Monitor and report individual faculty member's annual educational and professional funds
- Coordinator of the Intermediate Care Program and Medicine ICU Resident Rotations
- Administrator for HMS course "Intro into Pediatric Critical Care" taught by faculty members
- Created and keep-up Medicine Critical Care Program's website
- Purchase and inventory all office/lab supplies

January 2013 – Present

Intern, New Hampshire Asthma Control Program

Department of Health and Human Services – Concord, NH

May 2007 – August 2007

Director of Junior Volunteers

York Hospital- York, ME

- Supervised 20 young adults volunteering at the hospital
-

Skills

- MS Word, Excel, PowerPoint, Access, SPSS Analytics Software
- Excellent oral and written communication
- Certified in medical terminology

Memberships/Achievements

- Co-Chair and creator of Department of Medicine Administrative Associate Peer Group
- Coordinator of the ICP resident rotation – voted “Best Rotation” by BCRP residents (2009-2010)
- Member of Child Advocacy Network (CAN)
- Member of AskMe! Program
- Member of American College of Healthcare Executives (ACHE)
- Member of Healthcare Management Association of Massachusetts(HCMA)
- Student Organization for Healthcare Leaders (SOHL) officer (2007-2008)

City of Nashua
Division of Public Health and Community Services

Job Description

Regional Substance Misuse Prevention Coordinator

Full-Time (40-hours/week)

Purpose: The purpose of this position is to manage the Greater Nashua Public Health Region Substance Misuse Prevention program, Beyond Influence.

Organizational Relationships: This position takes administrative direction from the Public Health Network Services Coordinator at the Division of Public Health & Community Services.

Primary Duties:

- Oversight of the regional three-year Beyond Influence Regional Substance Misuse Prevention strategic plan
- Coordinate the Beyond Influence regional leadership team
- Collaborate with prevention coalitions within the Greater Nashua region
- Conduct evaluation, health education and public information activities

Minimum Entrance Requirements:

Applicant must hold a bachelor's degree, preferably with an emphasis in public health, healthcare or related field. The ideal candidate will have at least one year of working experience with public health or substance abuse planning, health education, prevention/risk-reduction, meeting coordination and/or facilitation. Applicant must be proficient in using Microsoft Office Suite.

License/Certification: Valid New Hampshire driver's license. Candidate must complete certification in National Incident Management System (NIMS)/Incident Command System (ICS) 100, 200, 700 and 800 within 30-days of hire. Candidate must achieve Certification in Prevention Specialist within one-year of hire.

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

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.

JANET L. GRAZIANO, CPA

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

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- 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.

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

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

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

Regional Public Health Network Services -
Budget Request for: PHEP/SMP
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 174,700.00	\$ 14,440.00	\$ 189,140.00	Based on actual costs
2. Employee Benefits	\$ 81,780.00	\$ -	\$ 81,780.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 3,000.00	\$ -	\$ 3,000.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,000.00	\$ -	\$ 1,000.00	
Office	\$ 2,700.00	\$ -	\$ 2,700.00	
6. Travel	\$ 12,385.00	\$ -	\$ 12,385.00	
7. Occupancy	\$ -	\$ 210.00	\$ 210.00	Based on actual costs
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	
Postage	\$ 400.00	\$ -	\$ 400.00	
Subscriptions	\$ 210.00	\$ -	\$ 210.00	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ 1,835.00	\$ -	\$ 1,835.00	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 3,000.00	\$ -	\$ 3,000.00	
1. Staff Education and Training	\$ 6,000.00	\$ -	\$ 6,000.00	
2. Subcontracts/Agreements	\$ -	\$ -	\$ -	
3. Other:	\$ -	\$ -	\$ -	
Mobile Hotspots	\$ 1,000.00	\$ -	\$ 1,000.00	
Exercises & Drills	\$ 3,500.00	\$ -	\$ 3,500.00	
Wireless Priority Service	\$ 120.00	\$ -	\$ 120.00	
TOTAL	\$ 292,830.00	\$ 14,650.00	\$ 307,480.00	

Indirect As A Percent of Direct

5.0%

Budget Goal - enter budget goal	\$	307,480.00
Reconciliation - this line must equal \$0	\$	-

