

Jeffrey A. Meyers  
Commissioner

Christine Tappan  
Associate Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*HUMAN SERVICES AND BEHAVIORAL HEALTH*

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9546 1-800-852-3345 Ext. 9546  
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May 22, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to exercise renewal options to five (5) existing contracts with the vendors identified below, for the provision of Juvenile Detention Alternative Initiative Services to court involved youths, by increasing the price limitation by \$75,000 from \$131,250, to an amount not to exceed \$206,250, and by extending the contract completion date from June 30, 2018 to June 30, 2020, effective upon the date of Governor and Executive Council approval. 100% General Funds.

These agreements were originally approved by Governor and Executive Council on March 25, 2015 (Item #8), and subsequently amended on March 23, 2016 (Item #15).

Vendor	Vendor #	Location	Current Amount	Increase/ (Decrease)	Total
Dover Children's Home	233643	Dover	\$26,250	\$15,000	\$41,250
Nashua Children's Home	233615	Nashua	\$26,250	\$15,000	\$41,250
NFI, North Inc.	177575-B001	Contoocook	\$26,250	\$15,000	\$41,250
Pine Haven Boys Center	174119-P001	Allenstown	\$26,250	\$15,000	\$41,250
Webster House	154142	Manchester	\$26,250	\$15,000	\$41,250
Total:			\$131,250	\$75,000	\$206,250

Funds are available in the following account for SFY 2019 and are anticipated to be available in SFY 2020, upon the availability and continued appropriation of funds in the future operating budgets.

**05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD FAMILY SERVICES**

**Please see attachment for fiscal details.**

### **EXPLANATION**

The purpose of this request is to ensure temporary residential services continue to be available for immediate use for juveniles, for a minimum of one (1) day, to a maximum of five (5) days, as an alternative to secure detention, by renewing the contract agreements listed above.

Funds in this agreement will be used to secure temporary residential services for juveniles, which can be an effective response when a juvenile commits delinquent offenses. Some offenses may include violation of court orders or conditional release pursuant to RSA 169-B, which do not meet the threshold for detention, but due to the emergent nature of their behavior, need immediate temporary residential services.

Alternatives to secure detention enhance the public safety, provide supervision of the alleged offender, and allow for case planning based on the Division for Children, Youth and Families Practice Model. All juveniles authorized to receive Juvenile Detention Alternative Initiative (JDAI) Services must be accompanied by a copy of the JDAI Risk Assessment Screening Tool, a medical authorization signed by the Juvenile's parent/guardian and a written or verbal order from the court upon admission into the program. Juveniles with dual or deferred orders may not be accepted to the program.

Since 2014, there were 34 youth placed in a JDAI bed in lieu of secure detention. The number of day's youth spent in a JDAI bed during this time totaled 94 days. During 2017, there were six (6) youth placed in JDAI beds for a total of thirteen (13) days.

The capacity to serve is difficult to predict and can be influenced by many factors. Currently, five (5) residential facilities across the State have a bed designated for JDAI. Youth can utilize a JDAI bed for up to five (5) days.

Many residential facilities, including those with JDAI beds, accept youth on an "emergency" basis. Youth excepted on an 'emergency' basis could fall into the JDAI category; however they are not counted as such if they do not go through the JDAI process. Residential providers have the right to refuse placement based on several factors including their current census and staffing shortages.

Anticipated number of youth to be served in 2018, six (6) to ten (10).

Anticipated number of youth to be served in 2019, six (6) to ten (10).

Anticipated number of youth to be served in 2020, six (6) to ten (10).

As referenced in the Request for Applications and in Exhibit C-1 of these agreements, this Department has the option to extend contracted services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. Amendment #1 to these agreements exercised two (2) years of the renewal options. The Division is satisfied with the services provided and is requesting approval to exercise the remaining two (2) years of the renewal options.

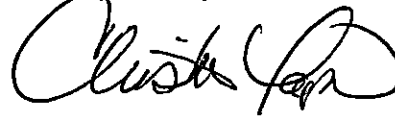
Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state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

Should the Governor and Executive Council not approve this request, juveniles who commit lower level delinquent offenses or violate court orders or conditional release, could be securely detained instead of being placed in an alternative to detention program. Studies have shown that youth who are unnecessarily detained become more deeply involved in the Juvenile Justice system, and their rates of recidivism increase. Juvenile Detention Alternative Initiative Services aims to maintain safety while keeping the youth closer to home, resulting in minimal disruption to educational programming and community-based services.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Christine Tappan  
Associate Commissioner

Approved by:



for Jeffrey A. Meyers  
Commissioner

**Fiscal Details  
Juvenile Detention Alternative Initiative Services Contracts  
Amendment #2**

**05-095-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD FAMILY SERVICES**

**Dover Children's Home - Vendor #233643**

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Modified Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750	\$0	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500	\$0	\$7,500
535-500376	Out of Home Placements	42105824	2017	\$7,500	\$0	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$7,500	\$0	\$7,500
643-504191	SGF Placement	42105875	2019	\$0	\$7,500	\$7,500
643-504191	SGF Placement	42105875	2020	\$0	\$7,500	\$7,500
<b>Subtotal:</b>				<b>\$26,250</b>	<b>\$15,000</b>	<b>\$41,250</b>

**Nashua Children's Home - Vendor # 233615**

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750	\$0	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500	\$0	\$7,500
535-500376	Out of Home Placements	42105824	2017	\$7,500	\$0	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$7,500	\$0	\$7,500
643-504191	SGF Placement	42105875	2019	\$0	\$7,500	\$7,500
643-504191	SGF Placement	42105875	2020	\$0	\$7,500	\$7,500
<b>Subtotal:</b>				<b>\$26,250</b>	<b>\$15,000</b>	<b>\$41,250</b>

**NFI North, Inc. Vendor # 177575-B001**

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Contract Amount
535-500376	Out of Home Placements	442105824	2015	\$3,750	\$0	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500	\$0	\$7,500
535-500376	Out of Home Placements	42105824	2017	\$7,500	\$0	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$7,500	\$0	\$7,500
643-504191	SGF Placement	42105875	2019	\$0	\$7,500	\$7,500
643-504191	SGF Placement	42105875	2020	\$0	\$7,500	\$7,500
<b>Subtotal:</b>				<b>\$26,250</b>	<b>\$15,000</b>	<b>\$41,250</b>

**Pine Haven Boys Center - Vendor #174119**

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Current Amount</b>	<b>Increase/ Decrease</b>	<b>Contract Amount</b>
535-500376	Out of Home Placements	442105824	2015	\$3,750	\$0	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500	\$0	\$7,500
535-500376	Out of Home Placements	42105824	2017	\$7,500	\$0	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$7,500	\$0	\$7,500
643-504191	SGF Placement	42105875	2019	\$0	\$7,500	\$7,500
643-504191	SGF Placement	42105875	2020	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$26,250</b>	<b>\$15,000</b>	<b>\$41,250</b>

**Webster House - Vendor #154142**

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Current Amount</b>	<b>Increase/ Decrease</b>	<b>Contract Amount</b>
535-500376	Out of Home Placements	442105824	2015	\$3,750	\$0	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500	\$0	\$7,500
535-500376	Out of Home Placements	42105824	2017	\$7,500	\$0	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$7,500	\$0	\$7,500
643-504191	SGF Placement	42105875	2019	\$0	\$7,500	\$7,500
643-504191	SGF Placement	42105875	2020	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$26,250</b>	<b>\$15,000</b>	<b>\$41,250</b>
			<b>Total:</b>	<b>\$131,250</b>	<b>\$75,000</b>	<b>\$206,250</b>



**New Hampshire Department of Health and Human Services**  
**Juvenile Detention Alternative Initiative Services**

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**State of New Hampshire**  
**Department of Health and Human Services**

**Amendment #2 to the Juvenile Detention Alternative Initiative Services Contract**

This 2nd Amendment to the Juvenile Detention Alternative Initiative Services contract (hereinafter referred to as "Amendment #2") dated this 20 day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Dover Children's Home, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 207 Locust Street, Dover, New Hampshire 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 25, 2015, (Item #8), as amended on March 23, 2016, (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$41,250.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
5. Add Exhibit K, DHHS Information Security Requirements.



**New Hampshire Department of Health and Human Services**  
**Juvenile Detention Alternative Initiative Services**

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

State of New Hampshire  
Department of Health and Human Services

Date

5/29/18

Name:

Title:

[Signature]

Christie Egan

Associate Commissioner

DOVER CHILDREN'S HOME

Date

5/16/18

Name:

Title:

[Signature]

Renee Tobney-Childress

Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Strafford on May 17, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Susan A. Gordon, Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires: Susan A. Gordon  
Notary Public  
My Commission Expires  
March 13, 2020



**New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services**

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

**OFFICE OF THE ATTORNEY GENERAL**

6/5/18  
Date

[Signature]  
Name: Megan A. 4/18  
Title: Attorney

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

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:





A. Definitions

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

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

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

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

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**DHHS Information Security Requirements**



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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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**DHHS Information Security Requirements**



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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

**DHHS Information Security Requirements**



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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

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DHHS Information Security Requirements



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

DHHS Information Security Requirements



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

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

  
5/16/18



DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

  
5/16/18



**DHHS Information Security Requirements**

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

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

**VI. PERSONS TO CONTACT**

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

# State of New Hampshire

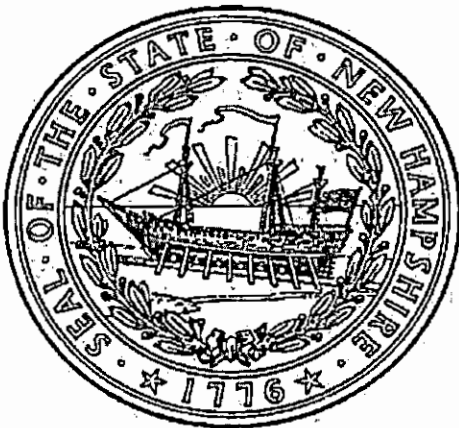
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DOVER CHILDRENS HOME is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1893. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 60257

Certificate Number : 0004096884



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of May A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# **CERTIFICATE OF VOTE**

(Corporation without Seal)

- I, Paulette Rouleau, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)
1. I am a duly elected Clerk of Dover Children's Home.  
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 16, 2018.  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, , for the provision of

JDAI services.

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 16th day of May, 2018.  
(Date Contract Signed)

4. Renée Touhey-Childress is the duly elected  
Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Paulette Rouleau  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Stratford

The forgoing instrument was acknowledged before me this 17 day of May, 2018.

By Paulette S. Rouleau  
(Name of Clerk of the Corporation)

Susan A. Gordon  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: Susan A. Gordon  
Notary Public  
My Commission Expires  
March 13, 2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2018

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

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

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Fairley Kenneally <b>PHONE (A/C, No, Ext):</b> (603)293-2791 <b>E-MAIL ADDRESS:</b> fairley@esinsurance.net <b>FAX (A/C, No):</b> (603)293-7188																					
<b>INSURED</b> Dover Childrens Home 207 Locust Street Dover NH 03820	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Great American Ins Group</td><td></td></tr><tr><td>INSURER B:</td><td>Technology Insurance Co</td><td>42376</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great American Ins Group		INSURER B:	Technology Insurance Co	42376	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES** **CERTIFICATE NUMBER:** 17-18 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC387921406	11/05/2017	11/05/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP387921505	11/05/2017	11/05/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE			UMB3879216	11/05/2017	11/05/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC3667559	11/05/2017	11/05/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b> State of New Hampshire DHHS JDAI 101 Pleasant Street Concord NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Fairley Kenneally</i>
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## **DOVER CHILDREN'S HOME**

### **MISSION STATEMENT**

***Dover Children's Home is dedicated to enriching the lives of adolescents and strengthening their family relationships through the highest quality residential treatment services and educational programs. Our commitment to evolving and designing new treatment programs must set the standard for excellence in the field and enable those children facing life's most difficult challenges with the means to grow and live healthy, productive, and independent lives.***

*Financial Statements*

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**DOVER CHILDREN'S HOME, INC.**

**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2017 AND 2016  
AND  
INDEPENDENT AUDITORS' REPORT**

**DOVER CHILDREN'S HOME, INC.**  
**FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED SEPTEMBER 30, 2017 AND 2016**

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To the Board of Directors  
Dover Children's Home, Inc.  
Dover, New Hampshire

### **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying financial statements of Dover Children's Home, Inc. (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of September 30, 2017 and 2016, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

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

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

#### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatements.

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

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



## **Basis for Modified Opinion**

Due to the inadequacy of accounting records for the years prior to the year ended May 31, 2008 (the first year we were engaged as auditors), we were unable to form an opinion regarding the net assets of Dover Children's Home, Inc. and the related restrictions thereon (see **Note 5**).

## **Modified Opinion**

In our opinion, except for the possible effects of the matter discussed in the Basis for Modified Opinion paragraph, the financial statements referred to above present fairly, in all material respects, the financial position of Dover Children's Home, Inc. as of September 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Leone, McDonnell + Robert*  
*Professional Association*

February 8, 2018  
Dover, New Hampshire

**DOVER CHILDREN'S HOME, INC.****STATEMENTS OF FINANCIAL POSITION  
SEPTEMBER 30, 2017 AND 2016**

	<b><u>2017</u></b>	<b><u>2016</u></b>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents		
Operating cash	\$ 89,996	\$ 34,684
Cash equivalents from investments	<u>194,134</u>	<u>233,285</u>
Total cash and cash equivalents	284,130	267,969
Accounts receivable	48,366	40,141
Inventory, food	4,155	3,191
Prepaid expenses	<u>16,406</u>	<u>13,050</u>
Total current assets	<u>353,057</u>	<u>324,351</u>
<b>PROPERTY AND EQUIPMENT</b>		
Land and building	935,276	933,224
Furniture and equipment	151,997	142,794
Vehicles	<u>92,549</u>	<u>92,549</u>
	1,179,822	1,168,567
Less accumulated depreciation	<u>833,074</u>	<u>784,688</u>
Total property and equipment, net	<u>346,748</u>	<u>383,879</u>
<b>OTHER ASSETS</b>		
Long term investments	<u>5,208,746</u>	<u>4,768,484</u>
Total assets	<u>\$ 5,908,551</u>	<u>\$ 5,476,714</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 2,435	\$ 1,168
Refundable rent	403	218
Accrued paid time off	42,685	33,879
Accrued payroll and related liabilities	12,452	9,824
Deferred revenue	<u>1,605</u>	<u>3,105</u>
Total current liabilities	<u>59,580</u>	<u>48,194</u>
<b>NET ASSETS</b>		
Unrestricted	985,742	966,976
Temporarily restricted	9,264	8,690
Permanently restricted	<u>4,853,965</u>	<u>4,452,854</u>
Total net assets	<u>5,848,971</u>	<u>5,428,520</u>
Total liabilities and net assets	<u>\$ 5,908,551</u>	<u>\$ 5,476,714</u>

See Notes to Financial Statements

**DOVER CHILDREN'S HOME, INC.**

**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS  
FOR THE YEARS ENDED SEPTEMBER 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
<b>UNRESTRICTED REVENUE AND SUPPORT</b>		
Contributions	\$ 295,223	\$ 268,575
Fundraising	124,742	123,247
Government and other agencies	566,026	584,645
Income from outside trust grants	52,592	39,321
Interest income	198	194
Total unrestricted revenue and support	<u>1,038,781</u>	<u>1,015,982</u>
Net assets released from restrictions	<u>150,842</u>	<u>75,693</u>
Total unrestricted revenue, support, and net assets released from restrictions	<u>1,189,623</u>	<u>1,091,675</u>
<b>EXPENSES</b>		
Program services		
Instructional and student activities	764,660	701,880
Residential	163,767	149,101
Supporting activities		
General and administrative	100,251	90,327
Fundraising and marketing	<u>142,179</u>	<u>144,053</u>
Total expenses	<u>1,170,857</u>	<u>1,085,361</u>
<b>CHANGE IN UNRESTRICTED NET ASSETS</b>	18,766	6,314
<b>TEMPORARILY RESTRICTED NET ASSETS</b>		
Contributions	2,500	4,908
Net assets released from restrictions	<u>(1,926)</u>	<u>(899)</u>
<b>CHANGE IN TEMPORARILY RESTRICTED NET ASSETS</b>	574	4,009
<b>PERMANENTLY RESTRICTED NET ASSETS</b>		
Interest and dividends, investments	88,861	108,842
Net realized and unrealized gain on investments	461,166	397,687
Net assets released from restrictions	<u>(148,916)</u>	<u>(74,794)</u>
<b>CHANGE IN PERMANENTLY RESTRICTED NET ASSETS</b>	401,111	431,735
<b>INCREASE IN NET ASSETS</b>	420,451	442,058
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>5,428,520</u>	<u>4,986,462</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 5,848,971</u>	<u>\$ 5,428,520</u>

See Notes to Financial Statements

**DOVER CHILDREN'S HOME, INC.****STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED SEPTEMBER 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 420,451	\$ 442,058
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	48,386	46,637
(Gain) loss on sale of investments	(592,557)	40,476
Unrealized loss (gain) on investments	131,391	(438,163)
(Increase) decrease in assets:		
Accounts receivable	(8,225)	(8,139)
Inventory, food	(964)	(825)
Prepaid expenses	(3,356)	3,476
Increase (decrease) in liabilities:		
Accounts payable	1,267	(159)
Refundable rent	185	218
Accrued vacation	8,806	(19,517)
Accrued payroll and related liabilities	2,628	5,837
Deferred revenue	(1,500)	(2,000)
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>6,512</u>	<u>69,899</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property and equipment	(11,255)	(19,681)
Purchase of investments	(4,611,953)	(305,657)
Proceeds from sale of investments	<u>4,632,857</u>	<u>372,076</u>
<b>NET CASH PROVIDED BY INVESTING ACTIVITIES</b>	<u>9,649</u>	<u>46,738</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	16,161	116,637
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>267,969</u>	<u>151,332</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 284,130</u>	<u>\$ 267,969</u>

See Notes to Financial Statements

**DOVER CHILDREN'S HOME, INC.**

**STATEMENTS OF FUNCTIONAL EXPENSES**  
**FOR THE YEARS ENDED SEPTEMBER 30, 2017 AND 2016**

<b>INSTRUCTIONAL AND STUDENT ACTIVITIES</b>	<b><u>2017</u></b>	<b><u>2016</u></b>
Salaries and wages	\$ 560,155	\$ 517,096
Payroll taxes	42,361	40,875
Food	38,635	37,983
Health and dental insurance	26,219	26,257
Holidays/vacations	25,043	14,556
Insurance	14,928	13,835
Recreation/weekend activities	12,994	7,658
Staff development	6,683	7,841
Clothing	5,417	4,389
Client transportation	4,149	4,247
School supplies	3,621	6,889
Vehicle insurance	3,511	3,278
Staff mileage reimbursement	3,407	1,473
Resident allowance	3,292	3,118
Pilot house expense	3,200	1,436
Hygiene/personal products	2,257	2,490
Vehicle maintenance and repairs	1,778	1,862
Miscellaneous	1,588	201
Telephone	1,304	1,222
Client treatment and services	1,110	-
Payroll service costs	1,038	1,165
Resident reinforcers	780	389
Scholarship	670	2,897
Criminal record check	441	644
Membership dues	79	79
	<u>79</u>	<u>79</u>
Total instructional and student activities	<u>\$ 764,660</u>	<u>\$ 701,880</u>

**DOVER CHILDREN'S HOME, INC.**

**STATEMENTS OF FUNCTIONAL EXPENSES**  
**FOR THE YEARS ENDED SEPTEMBER 30, 2017 AND 2016**

<b>RESIDENTIAL</b>	<b><u>2017</u></b>	<b><u>2016</u></b>
Salaries and wages	\$ 53,089	\$ 47,607
Depreciation	45,967	44,304
Heat	13,867	10,534
Electricity	11,279	10,005
Grounds maintenance	8,583	3,851
Insurance	7,705	8,582
House supplies	5,284	5,153
Equipment maintenance and repairs	4,674	6,082
Payroll taxes	4,260	3,783
Water and sewer	4,259	3,803
Health and dental insurance	2,913	2,795
Maintenance and repairs	1,772	1,358
Payroll service costs	115	98
Pregnant and young parent support program	-	1,146
	<u>          </u>	<u>          </u>
Total residential	\$ 163,767	\$ 149,101

See Notes to Financial Statements

**DOVER CHILDREN'S HOME, INC.**

**STATEMENTS OF FUNCTIONAL EXPENSES**  
**FOR THE YEARS ENDED SEPTEMBER 30, 2017 AND 2016**

**GENERAL AND ADMINISTRATIVE**

	<b><u>2017</u></b>	<b><u>2016</u></b>
Salaries and wages	\$ 52,097	\$ 48,769
Audit fees	13,675	13,375
IT/office infrastructure	8,261	3,120
Telephone	7,389	6,923
Payroll taxes	3,727	3,874
Insurance	3,077	1,707
Health and dental insurance	2,549	2,864
Depreciation	2,419	2,333
Office supplies	1,882	2,515
Postage and shipping	1,391	947
Bank service fees	898	753
Other administrative expenses	707	583
Membership dues	707	706
Food	675	818
Miscellaneous	376	732
Printing and binding	320	87
Payroll service	101	121
Advertising	-	100
Total general and administrative	<b><u>\$ 100,251</u></b>	<b><u>\$ 90,327</u></b>

**DOVER CHILDREN'S HOME, INC.**

**STATEMENTS OF FUNCTIONAL EXPENSES  
FOR THE YEARS ENDED SEPTEMBER 30, 2017 AND 2016**

<b>FUNDRAISING AND MARKETING</b>	<b><u>2017</u></b>	<b><u>2016</u></b>
Salaries and wages	\$ 89,573	\$ 93,499
Direct fundraising expenses	31,457	29,584
Payroll taxes	6,923	7,429
Advertising	5,774	5,380
Health and dental insurance	4,734	5,490
Insurance	3,062	2,171
Office supplies	332	444
Payroll service	187	19
Printing and binding	<u>137</u>	<u>37</u>
Total fundraising and marketing	<b><u>\$ 142,179</u></b>	<b><u>\$ 144,053</u></b>

**See Notes to Financial Statements**



**DOVER CHILDREN'S HOME, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2017 AND 2016**

**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Business**

Dover Children's Home, Inc. (the Home) is a non-profit organization designed to provide a home for the reception, care and instruction of needy, neglected, or abused children. The majority of the Home's funding is from federal and state funds administered through the State of New Hampshire Department of Health and Human Services.

**Basis of Presentation**

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board (FASB) in its Accounting Standard Codification (ASC) No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Home is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Home.

Permanently Restricted: Net assets reflecting the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of September 30, 2017 and 2016 the Home had \$4,853,965 and \$4,452,854, respectively, of permanently restricted net assets (see **Notes 2 and 5**). As of September 30, 2017 and 2016, the Home had \$9,264 and \$8,690, respectively, of temporarily restricted net assets (see **Note 2**).

**Basis of Accounting**

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the FASB ASC.

### **Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

### **Income Taxes**

The Home is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code, except on net income derived from unrelated business activities, and as a result of having no unrelated business activities for each of the years ended September 30, 2017 and 2016, has made no provision for Federal income taxes in the accompanying financial statements.

Management has reviewed the tax positions for the Home under ASC 740, *Accounting for Income Taxes*, which establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Home's tax positions taken on its information returns for all open tax years (tax years ending 2013 - 2016), and has concluded that no provision for income tax is required in the Home's financial statements.

### **Cash and Cash Equivalents**

The Home considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents at September 30, 2017 and 2016 consist of money market accounts. Cash equivalents totaled \$194,134 and \$233,285 on September 30, 2017 and 2016, respectively.

### **Accounts Receivable**

Accounts receivable represent amounts due from Medicaid and DCYF, as well as other small programs funded by the State of New Hampshire for the years ended September 30, 2017 and 2016. The amounts are based on the per diem rate paid for residents of the Home. The per diem rate is determined on an annual basis.

The Home considers accounts receivable to be fully collectible. Accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations and an allowance will be created when that determination is made.

### **Property and Equipment**

Property and equipment are recorded at cost, if purchased, or at fair value at date of donation in the instance of donated property. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Costs for maintenance and repairs are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized.

Depreciation is provided over the life of the related assets using the straight line method as follows:

	<u>Years</u>
Buildings and building improvements	10 - 40
Furniture and equipment	5 - 10
Vehicles	5

Depreciation expense for the years ended September 30, 2017 and 2016 was \$48,386 and \$46,637, respectively.

### **Inventory**

Food inventories purchased for use in program residential services are carried at the lower of first-in, first-out cost or market.

### **Accrued Paid Time Off**

Accrued paid time off represents the Home's liability for the cost of unused employee paid time off. The Home allows employees to carryover up to 120 hours of accrued paid time off which is payable when used or in the event of employee termination. The Home's liability for the accrued paid time off at September 30, 2017 and 2016 totaled \$31,632 and \$23,440, respectively. The Home also allows employees to use amounts in excess of the 120 hours for medical or other approved leave. The amount in excess of the 120 hours will not be paid out in the event of termination. The excess hours represents \$11,053 and \$10,439 of the total accrued paid time off balance at September 30, 2017 and 2016, respectively.

### **Contributions**

All contributions are considered to be available for the general programs of the Home unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support.

### **Contributed Support**

Many individuals involved with the Home have donated significant time to its activities and programs; however, no amount has been recognized in these financial statements because the contributed services did not meet the requirements for recognition.

### **Investments**

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statements of financial position. The values of the securities are subject to market fluctuations and are uninsured (see **Note 4**). Unrealized gains and losses are included in the change in net assets. Investment income from restricted investments is reported as an increase in unrestricted net assets if the restrictions are met, either by passage of time or by use, in the reporting period in which the income and gains are recognized (see **Note 5**).

**Functional Allocation of Expenses**

The costs of providing the various program services, fundraising, and general and administrative support have been summarized on a functional basis. Accordingly, certain costs have been allocated among the program services and supporting activities benefited. Expenses that can be identified with a specific program service are allocated directly according to their expense classification.

**Fair Value of Financial Instruments**

The following methods and assumptions were used to estimate the fair value of each class of financial instruments for which it is practical to estimate the value:

**Accounts receivables and prepaid expenses** – The carrying value of these accounts approximates fair value due to their short term nature.

**Investments** – The fair values of investments are estimated based on quoted market prices (see **Note 4**).

**Accounts payable, accrued expenses, and deferred revenue** – The carrying value of these accounts approximates fair value due to the short term nature of the obligations.

**NOTE 2. RESTRICTIONS ON NET ASSETS**

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities and Changes in Net Assets as net assets released from restrictions.

The majority of the permanently restricted net assets as of September 30, 2017 and 2016 are attributable to endowment funds restricted in perpetuity to continue the mission of the Home (see **Note 5**).

**NOTE 3. CONCENTRATION OF CREDIT RISK**

The Home maintains its cash balances at one local financial institution. At September 30, 2017 and 2016, the balances on interest and non-interest bearing accounts did not exceed the Federal Deposit Insurance Corporation (FDIC) insurance limit of \$250,000. However, cash balances may exceed the insured limits at times throughout the year.

The Home received approximately 42% and 47% of its funding from Medicaid and the Division of Children, Youth and Families (DCYF) combined for the years ended September 30, 2017 and 2016, respectively. At September 30, 2017 and 2016, Medicaid and DCYF accounted for 91% and 80%, respectively, of the balance in accounts receivable.

**NOTE 4. INVESTMENTS**

The following is a summary of investments at September 30, 2017 and 2016:

	<u>September 30, 2017</u>		
<b>Endowment Fund</b>	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Cash and cash equivalents	\$ 176,468	\$ 176,468	\$ -
Investment portion:			
Government obligations	499,752	491,817	(7,935)
Non-government obligations	737,531	732,185	(5,346)
Real assets	53,608	53,842	234
Common stocks	828,302	1,037,640	209,338
Mutual funds	<u>1,821,651</u>	<u>1,875,224</u>	<u>53,573</u>
Total investment portion	<u>3,940,844</u>	<u>4,190,708</u>	<u>249,864</u>
Total endowment fund	<u>\$ 4,117,312</u>	<u>\$ 4,367,176</u>	<u>\$ 249,864</u>
<b>Other Funds</b>	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Cash and cash equivalents	\$ 17,666	\$ 17,666	\$ -
Investment portion:			
Non-government obligations	360,934	360,820	(114)
Real assets	12,653	12,713	60
Foreign obligations	15,113	14,997	(116)
Mutual funds	<u>613,329</u>	<u>629,508</u>	<u>16,179</u>
Total investment portion	<u>1,002,029</u>	<u>1,018,038</u>	<u>16,009</u>
Total other funds	<u>\$ 1,019,695</u>	<u>\$ 1,035,704</u>	<u>\$ 16,009</u>
<b>Total</b>			
Total cash and cash equivalents	\$ 194,134	\$ 194,134	\$ -
Total investment portion	<u>4,942,873</u>	<u>5,208,746</u>	<u>265,873</u>
Total	<u>\$ 5,137,007</u>	<u>\$ 5,402,880</u>	<u>\$ 265,873</u>

**September 30, 2016**

**Endowment Fund**

	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Cash and cash equivalents	<u>\$ 143,104</u>	<u>\$ 143,104</u>	<u>\$ -</u>
Investment portion:			
Government obligations	259,668	250,999	(8,669)
Non-government obligations	715,746	724,140	8,394
Common stocks	2,025,586	2,387,094	361,508
Mutual funds	<u>521,156</u>	<u>513,339</u>	<u>(7,817)</u>
Total investment portion	<u>3,522,156</u>	<u>3,875,572</u>	<u>353,416</u>
Total endowment fund	<u>\$ 3,665,260</u>	<u>\$ 4,018,676</u>	<u>\$ 353,416</u>

**Other Funds**

	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Cash and cash equivalents	<u>\$ 90,181</u>	<u>\$ 90,181</u>	<u>\$ -</u>
Investment portion:			
Government obligations	10,000	10,042	42
Non-government obligations	210,465	214,651	4,186
Common stocks	242,518	265,232	22,714
Mutual funds	<u>386,077</u>	<u>402,987</u>	<u>16,910</u>
Total investment portion	<u>849,060</u>	<u>892,912</u>	<u>43,852</u>
Total other funds	<u>\$ 939,241</u>	<u>\$ 983,093</u>	<u>\$ 43,852</u>

**Total**

Total cash and cash equivalents	<u>\$ 233,285</u>	<u>\$ 233,285</u>	<u>\$ -</u>
Total investment portion	<u>4,371,216</u>	<u>4,768,484</u>	<u>397,268</u>
Total	<u>\$ 4,604,501</u>	<u>\$ 5,001,769</u>	<u>\$ 397,268</u>

Accounting Standards Codification No. 820 (ASC 820), *Fair Value Measurements & Disclosures*, establishes a framework in generally accepted accounting principles for measuring fair value and expands disclosures about fair value measurements. In accordance with ASC 820, the Home classifies its investments into three levels: Level 1, which refers to investments traded in an active market; level 2, which refers to investments not traded in an active market, but for which observable market inputs are readily available; and Level 3, which refers to investments not traded in an active market and for which no significant observable market inputs are available. In compliance with ASC 820, at September 30, 2017 and 2016, the Home's investments were all classified as Level 1 and were based on quoted market prices.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

**NOTE 5. MODIFIED OPINION**

Due to the inadequacy of accounting records for the years prior to the year ended May 31, 2008, extensive research was performed in an attempt to reach a conclusion related to the restrictions of the Home's net assets and authorization related to the release of net assets from restrictions, if any. The research proved to be inconclusive, which has resulted in modified opinions for the periods ended during 2008 through 2017 as it relates to the Home's net assets, the restrictions thereon, and authorization related to the release of net assets from restrictions, if any. Due to the uncertainty regarding the balance of permanently restricted net assets, the Board has elected to treat all earnings on permanently restricted net assets as permanently restricted, unless a transfer is made for operational purposes at the discretion of the Board of Directors, at which time the amount is transferred to unrestricted net assets.

**NOTE 6. RECLASSIFICATION**

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

**NOTE 7. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through February 8, 2018, the date the financial statements were available to be issued.

**DOVER CHILDREN'S HOME**  
**FISCAL YEAR 2018 BOARD OFFICERS AND STANDING COMMITTEE CHAIRS**  
**\* EXECUTIVE COMMITTEE \***  
 updated: 4/25/18

<b>President</b> Paulette Rouleau (serving since 6-12-07)	<b>First Vice President</b> <b>Treasurer</b> Stan Kaubris (serving since 9-16-14)
<b>Second Vice President</b> <b>Assistant Treasurer</b> Carolyn Mebert (serving since 6-10-03)	<b>Finance Chair</b> Mike Murphy (serving since 3-25-15)
<b>Fundraising Chair</b> Esina Navarro (serving since 10-24-17)	

**DOVER CHILDREN'S HOME**  
**FISCAL YEAR 2018 BOARD OF DIRECTORS**

Doug Glennon (serving since 10-21-14)	John Gill (serving since 6-18-13) <b>** Past DCH Staff Member **</b>
Don Cichon (serving since 3-18-14)	Mark Nadeau (serving since 9-23-17)
Jim Horne (serving since 8-26-15)	Toby Arkwell (serving since 8-26-15)
Lin Tamulonis (serving since 11-18-15)	Ann Lane (serving since 3-23-16)
Andrew Courter (Serving Since 9-23-17)	John Kageleiry (serving since 2-22-17)
Candace McCloy (serving since 1/25/18)	

**FISCAL YEAR 2018 BOARD OF TRUSTEES**

<b>Matt Sylvia</b> (serving since 6-12-07)	<b>James Boos</b> (serving since 11-10-09)
<b>Tom Levasseur</b> (serving since 1-29-15)	<b>Paul Chamberlin</b> (serving since 1-27-16)
<b>Pam Simpson</b> (serving since 9/28/16)	



# Renee Touhey-Childress

[REDACTED]

[REDACTED]

## WORK EXPERIENCE

### **MENTOR Network - MA MENTOR Lawrence Children's Program**

Lawrence, MA - August 2012 to Present

#### Program Director

- Provide formal weekly supervision to all managers
- Oversee daily functions of the program (i.e. intake, financials, recruiting, child and family services)
- Ensure budgets are met and followed in daily, weekly and monthly work
- Conduct investigations and write supporting documentation involving potential caretaker misconduct from foster parents
- Oversee quality assurance in the program based on DEEC Regulations, DCF Family Resource Policy and MENTOR Operating Documents
- Conduct audits of the Program's clinical and logistical requirements and oversee the follow through to ensure regulatory standards are met
- Collaborate closely with the State Team Members (i.e. Quality Assurance Manager, Area Director, Executive Director, etc.)
- Develop and facilitate management team meetings and full team meetings weekly in the program
- Identify creative interventions in working with foster parents and children
- Conduct interviews with potential employment candidates and make decisions on hiring based off a behavioral interview method
- Train all staff regarding clinical areas of focus as well as logistical and regulatory areas of focus

#### **Faculty Field Liaison**

Wheelock College - Boston, MA - August 2012 to May 2014

Taught a Master's of Social Work level Field Seminar Course that bridged the field placement experience with classroom learning

- Provided three site visits per school year to twelve students in a variety of Social Work settings
- Facilitated conversations between students and site Field Instructors regarding learning in the field and enhancing the experience for the student
- Responsible for classwork documentation and grading of students

### **MENTOR Network - MA MENTOR Lawrence Children's Program**

Lawrence, MA - March 2008 to August 2012

#### Clinical Supervisor

- Provide at least one hour per week of formal clinical supervision to five Program Services Coordinators
- Locate appropriate trainings for Clinical Coordinators in order to encourage individual professional development
- Ensure a high quality of care is provided to the individuals served within the program
- Offer clinical support to Mentor foster parents on a consistent basis as indicated by level of ability and need
- Conduct utilization reviews for both Individual and Mentor foster parent records to ensure compliance with DEEC, DCF and MENTOR regulations
- Provide strong customer service to Lead Agencies, DCF and all other contracted collaterals
- Assist the Program Manager in administrative functions on an as needed basis

- Complete CORI waivers in a timely manner in order to be in compliance with State regulations for Mentor foster parents, household members and frequent visitors
- Enforce necessary regulations in MENTOR foster homes to ensure Client safety
- Conduct internal investigations alongside DCF Special Investigators
- Complete all necessary documentation using proficient neutral writing skills

### **Clinical Therapist**

Team Coordinating Agency - Haverhill, MA - May 2006 to March 2008

Haverhill, MA

Clinical Therapist

- Provided a therapeutic environment for twelve adolescent males in a behavioral treatment residence model
- Completed psychosocial assessments on all individuals in the program
- Developed clinical treatment plans incorporating a DSM IV Axis diagnosis
- Collaborated effectively with collaterals and members of the family system in the treatment of the individuals
- Provided individual and family therapy with adolescents and families with significant trauma, substance abuse, and/or criminal histories
- Completed billing forms and all necessary documentation in accordance with licensing requirements
- Knowledge and utilization of the CANS assessment tool

### **MSW Practicum - Supervised by an LICSW Clinician in an Independent Living Program**

North Shore ARC - Building Blocks Program - Norwood, MA - September 2004 to August 2005

North Shore ARC - Building Blocks Program - Danvers, MA - May 2004 to August 2005

Building Blocks Provider

- Provided in-home intensive therapy to children ages 0-3 who had been diagnosed under the umbrella of Autism Spectrum Disorder
- Worked in conjunction with Early Intervention Teams to form realistic goals in order to help ASD diagnosed children function more effectively with daily living skills
- Used a combination of the Applied Behavioral Approach (ABA) and Greenspan's Floor-time model to aid in the individual's ability to reach desired objectives/goals

Clinical Practicum/Internship Experience

Home for Little Wanderers - Community Living Program at Coldwell Banker House

### **BSW Senior Practicum Intern - Supervised by an MSW Clinician**

Alliance for Inclusion & Prevention - After school - Roslindale, MA - September 2003 to May 2004

in an after school program for at-risk middle school youth

### **Social Work Policy Intern**

City Life/Vida Urbana - Jamaica Plain, MA - September 2002 to December 2002

Supervised by a BSW Program Director working to advocate for the housing needs of the Hispanic Community in Jamaica Plain, MA

## **EDUCATION**

### **Master in Social Work**

Wheelock College - Boston, MA

May 2006

### **Bachelor in Social Work**

Wheelock College - Boston, MA  
May 2004

**Psychology**  
Bond University  
April 2003

# Melissa Royer

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## OBJECTIVE

Motivated and committed individual wishing to obtain a challenging career with a progressive and growing organization that seeks talented people who can make an impact to children, families, the community and bring quality services to the agency.

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## EXPERTISE

- |                       |                     |                   |                       |
|-----------------------|---------------------|-------------------|-----------------------|
| Leadership Abilities  | Negotiating Skills  | Crisis Response   | Relationship Building |
| Effective Counseling  | Facilitates Support | Behavioral Change | Needs Assessments     |
| Regulatory Compliance | Problem Resolution  | Public Relations  | Group Counseling      |
- Performs job with minimal direction and takes on the position of leadership in situations of complexity.
  - Excellent counseling skills with knowledge and strategies that make clients and their families feel safe.
  - Strong leadership skills proven through successful techniques inspiring individuals to excel in their goals.
  - Consistently and accurately achieves goals and challenges assigned while managing the existing workload.
  - Strong organizational skills with the ability to plan, prioritize, and meet management responsibilities.
  - Knowledge and competency in areas of juvenile delinquency, child welfare, safety, crisis intervention, cultural sensitivity, and basic principles of behavior acquired through an on-line accredited course and hands-on experience.
  - Ability to effectively communicate and adapt to a broad range of individuals and/or their families; especially in emergency, dangerous, and/or sensitive situations.

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## EXPERIENCE

### **Program Supervisor – The Key Program Inc.**

- \*Conducts interviews for hiring, and oversight of staffing a residential program
- \* Responsible for completing employee evaluations, supervisions, completing employee's schedules
- \*Billing and program budgeting as it pertains to clients and staffing
- \* Overall program management of facilities and tangibles.
- \*Oversight of all policy changes and adhering to state and federal guidelines for regulation and operation of the program
- \* Maintains on call responsibilities for crisis intervention of various needs; physical, legal, and medical.
- \*Oversight of all client related treatment needs, including medical and clinical.
- \*Participates in fundraising and community awareness projects

### **Child Protective Service Worker- State of NH- Division for Children, Youth and Families**

- \*Conducted investigations and assessments for NH families with allegations of abuse and neglect.
- \*Completed court affidavits, and routinely testified in court proceedings.
- \*Held treatment team meetings with collaterals for families working with educational, law enforcement, juvenile justice and mental health agencies.
- \*Routinely advocated for abused and neglected children and completed service coordination for families.

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## EMPLOYMENT

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### **THE KEY PROGRAM, INC./** Methuen& Lowell, MA

Program Supervisor  
2008 - Present

### **State of NH- Division for Children, Youth and Families/** Nashua, NH

Child Protective Service Worker- Investigated allegations of suspected child abuse and neglect, service coordination and solution based casework practiced daily  
2010 - 2013

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## EDUCATION

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### **University of New Hampshire/** Durham, NH

Philosophy & Humanities Doctorate; Sociology- not completed  
26 credits completed towards doctoral candidacy

### **ROGER WILLIAMS UNIVERSITY** / Bristol, RI

May 2010

Masters Degree; Criminal Justice  
Cumulative GPA: 3.94

### **CHILD WELFARE I CREDENTIAL**

An accredited online course offered through The Key Program's 'e-academy'

### **UNIVERSITY OF NEW HAMPSHIRE** / Durham, NH May 2008

Bachelors Degree; Sociology / Minor; Justice Studies  
Cumulative GPA: 3.82

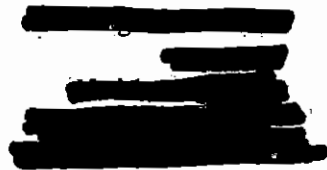
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## ACHIEVEMENTS

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- Graduated *Summa Cum Laude* and with Presidential Honors
- Awarded the University Presidential Inaugural Scholar to attend the 2009 Inauguration and political conferences with Colin Powell and Al Gore.
- Published in *Perspectives*; online journal of sociology, UNH
- Study abroad for justice studies; Budapest, Hungary
- Certified in Solution Based Casework from the Division for Children, Youth and Families

# **Breanne L. Cuddahy, MA, ATR**



## **EDUCATION**

<b>LMHC (In process)</b>		<b>2016</b>
<b><i>MA., Mental Health Counseling &amp; E.T- Art Therapy</i></b>	<b>Lesley University, Cambridge, MA</b>	<b>2012</b>
<b><i>B.S., Art Therapy &amp; Mental Health Counseling</i></b>	<b>Lesley University, Cambridge, MA</b>	<b>2009</b>

## **PROFESSIONAL EXPERIENCE**

**Walker Home and School for Children                      Needham, MA                      2014-Present**

***Group Home 1:3 Clinician/Art Therapist - Full Time***

- Provide Diagnostic assessments
- Develop Individual Action Plans/Treatment plans
- Administer Individual, duo/sibling and Family Therapy weekly
- Utilize Cognitive Behavioral Therapy, Trauma Informed Care and Solution Focused Therapy techniques daily with children and families
- Facilitate and Maintain leadership of peer led Staff meetings on a monthly basis
- Implement treatment plans, behavior plans, incentive plans and safety plans
- Provide case management which includes scheduling visits with families, collaterals, peers and child appointments
- Coordinate services to assist families in maintaining their children within their community while living in the Group Home.
- Provide a range of intensive services and resilience focused home, community and clinic-based services to children and families
- Maintain contact with collateral's for collaboration with families, schools and Dr's offices.
- Provide families and children a safe therapeutic environment
- Utilize Expressive therapy techniques in sessions and groups for more avenues of expression
- CANS, CAFS & MAP certified

**Walker Community Counseling Center                      Needham, MA                      2016-present**

***Outpatient Clinician/Art Therapist - Fee For Service***

- Develop and implement treatment plans for Individual or family sessions
- Provide individual, family, and group therapy to children, adolescents and adults.
- Complete intake and diagnostic assessments according to the ICD-10 diagnostic codes.
- Complete risk assessment and mental status on all clients at intake and throughout treatment.
- Complete referrals for other services as needed.
- Obtain authorizations for clients to receive services.
- Consult with collaterals and other providers for continuity of care.
- Act as a liaison between Walker Community Counseling and Community Agencies.

**Riverside Community Care-  
Home Based Family Services**

**Needham, MA**

**2012- 2014**

***In Home Therapist/ Masters level Art Therapist - Full Time***

- Provided Diagnostic assessments
- Administered Individual, duo/sibling and Family Therapy
- Facilitated and maintained Art therapy groups for Latency and Teen groups
- Facilitated and maintained Family adventure groups
- Provided in-service trainings in Art therapy and interventions to be used with children/families
- Facilitated and Maintained leadership of peer led Staff meetings on a monthly basis
- Implemented treatment plans, behavior plans and safety plans
- Provided case management
- Coordinated services to assist families in maintaining their children within the home
- Provided a range of intensive services and resilience focused home, community and clinic-based services to children and families
- Maintained contact with collateral's for collaboration with families
- Provided families and children a safe therapeutic environment
- Utilized Expressive therapy techniques in sessions for more avenues of expression
- CANS certified

**Walker Home and School for Children**

**Needham, MA**

**2009-2014**

***Childcare Specialist/Residential Expressive Therapy Group Leader***

- Direct care and mentoring of children and adolescents, ages 5-13 years old with emotional and behavioral difficulties in a therapeutic milieu setting
- Maintained a safe environment for all children
- Created and Implement treatment goals for Individual Crisis Management Plans (ICMP)
- Created activities surrounding therapeutic needs of children in the Residential Units & Respite housing
- Facilitated and Maintained Expressive Therapy Groups three times a week with all Residences
- Supervised and Trained six staff in effective group leadership and Group Therapy techniques
- Maintained daily logs and incident reports for each child
- Monitored and respond to crisis scenarios for children with behavioral and emotional difficulties
- Ran after school clubs- Art based and Movement based
- Ran and maintained a Sibling Duo Therapy
- Trained in Therapeutic Crisis Intervention (TCI)
- Supervised an Undergrad Intern for a year
- Certified in Defensive Driving, CPR & First Aid

**Residence Life, Lesley University**

**Cambridge, MA**

**2008-2009**

***Resident Advisor/Community Advisor***

- Created and Organized educational and social activities for residents each month
- Counseled and advised residents on personal and academic matters
- Maintained a safe environment and enforced university policies
- Dealt with crisis management scenarios involving students on campus
- Maintained duty logs and incident reports.

**Recreation Department, Edgewood Centre**

**Portsmouth, NH**

**2006-2009**

***Recreation Assistant***

- Designed and implemented arts, crafts, and other activities for all elderly residents
- Prepared appropriate activities for different ability levels

## **INTERNSHIPS**

**Arbour Senior Care  
Counseling Clinic & Partial Hospital Program**

**Norwell, MA**

**2011-2012**

***MA Intern- Art Therapy/Counseling***

- Maintained a safe therapeutic environment for Adults with dual diagnosis
- Planned and Implemented expressive therapy within the group setting and individual sessions
- Provided case management- calling collateral's, team meetings, insurance authorizations, discharge summaries, and treatment goals.
- Completed intakes- risk assessments, psychosocial, and initial evaluations
- Provided Clients with behavior modification skills, coping strategies &
- Created and Implemented Individual Action Plan for clients

**The Boston Center  
Arbour Counseling Partial Hospital Program**

**Allston, MA**

**2010-2011**

***MA Intern- Art Therapy/Counseling***

- Maintained a safe and therapeutic environment for a diverse group of clients ages 5-20 years old
- Managed behavior through de-escalation and crisis intervention
- Maintained a system of reinforcement- token economy
- Maintained a curriculum for therapeutic groups with a co-leader
- Lead Groups: expressive therapy, psycho-education, psychotherapy and social skills.
- Provided case management- calling collateral's, team meetings, insurance authorizations, discharge summaries, and treatment goals.
- Completed intakes- risk assessments, psychosocial, and initial evaluations

**Castle School**

**Cambridge, MA**

**2008-2009**

***BS Art Therapy/Family Therapy Intern***

- Provided Direct care and mentoring of adolescents with emotional and behavioral difficulties in a therapeutic milieu setting
- Ensured the safety and well-being of all residents
- Created art programs and facilitate activities/games
- Co-taught Equip class, which includes daily living skills and daily coping strategies
- Created curriculum for classes (Art, Equip class, 1:1 Counseling and Art Therapy)
- Worked 1:1 with clients while utilizing Art Therapy treatments
- Created an In-Service presentation about Art Therapy
- Created and re-designed testing tools for students to advance through the program
- Created detailed handouts about students' behavioral and emotional difficulties for teachers to better understand their students
- Attended clinical meetings

**REFERENCES AVAILABLE UPON REQUEST**



SUSAN GORDON  
Office Manager

EXPERIENCE:

DOVER CHILDREN'S HOME  
207 Locust Street  
Dover, NH 03820  
(603) 765-5683  
August, 1996 - Present

Office Manager: Responsible for the management, knowledge and implementation of all aspects of the office including personnel, payroll, financials and the day to day functions of the office. The office manager is also responsible for providing staff assistance on difficult to complex projects pertaining to administrative, organizational, operational, and budgeting considerations. This position requires the ability to work independently, exercise judgment, make decisions, take initiative, and maintain confidentiality.

LINEN SERVICE COMPANY  
Somersworth, NH 03878  
March, 1988 - August, 1996

Office Manager: Provide administrative support to the President and Controller. Responsible for the management of all office functions including personnel matter such as hiring, orientation, training, employee evaluations and terminations, payroll, accounts payable and accounts receivable, acquisition of new equipment/software and formulation and implementation of company policies. Gave direct supervision and managed the network system unique to the linen service industry. Organized and supervised the implementation of a federally-mandated safety program and committee.

SKILLS:

Facsimile, calculator, photocopier, QuickBooks, Excel, Word and several other technology related social skills. Knowledgeable in Credit and collections, employee coaching and human resources. Extremely self-motivated and organized. Very experienced in positive financial audits performed annually as required by the State of New Hampshire.

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Contractor Name:** Renee Touhey-Childress, LICSW, Executive Director

**Name of Contract:** Dover Children's Home

BUDGET PERIOD: SFY 19				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Renee Touhey-Childress	Executive Director	\$69,863	0.00%	\$0.00
Melissa Royer	Program Director	\$53,539	0.00%	\$0.00
Breanne Cuddahy	Clinical Director	\$51,786	0.00%	\$0.00
Susan Gordon	Office Manager	\$49,339	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

BUDGET PERIOD: SFY 20				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Renee Touhey-Childress	Executive Director	\$72,727	0.00%	\$0.00
Melissa Royer	Program Director	\$55,734	0.00%	\$0.00
Breanne Cuddahy	Clinical Director	\$53,909	0.00%	\$0.00
Susan Gordon	Office Manager	\$51,362	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00



Jeffrey A. Meyers  
Commissioner

Lorraine Bartlett  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
*DIVISION FOR CHILDREN, YOUTH & FAMILIES*

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4451 1-800-852-3345 Ext. 4451  
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 9, 2016

**GAC Approved**

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

Date 3/23/16  
Item # 15

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into amendments with the vendors identified below to exercise the renewal option in their existing agreements for the provision of Juvenile Detention Alternative Initiative Services to court involved youths, by increasing the price limitation by \$75,000 from \$56,250, to an amount not to exceed \$131,250, and by extending the contract completion date from June 30, 2016 to June 30, 2018, effective July 1, 2016 or date of Governor and Executive approval, whichever is later. The original contracts were approved by Governor and Executive Council on March 25, 2015 (Item #8). Funds to support this request are 100% General Funds.

Vendor	Vendor #	Location	Total
Dover Children's Home	233643	Dover	\$26,250
Nashua Children's Home	233615	Nashua	\$26,250
NFI, North Inc.	177575-B001	Contoocook	\$26,250
Pine Haven Boys Center	174119-P001	Allenstown	\$26,250
Webster House	154142	Manchester	\$26,250
Total:			\$131,250

Funds to support this request are anticipated to be available in the following account for State Fiscal Year 2017 and State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD FAMILY SERVICES

State Fiscal Year	Class Title	Activity Code	Class/Object	Current Amount	Increase/Decrease	Modified Amount
2015	Out of Home Placements	42105824	535-500376	\$18,750	\$0	\$18,750
2016	Out of Home Placements	42105824	535-500376	\$37,500	\$0	\$37,500
2017	Out of Home Placements	42105824	535-500376	\$0	\$37,500	\$37,500
2018	Out of Home Placements	42105824	535-500376	\$0	\$37,500	\$37,500
Total				\$56,250	\$75,000	\$131,250

### EXPLANATION

The purpose of this amendment is to exercise the renewal options in the attached contracts to ensure temporary residential services are available for immediate use for juveniles for a minimum of one (1) day to a maximum of five (5) days as an alternative to secure detention.

Juvenile Detention Alternative Initiative (JDAI) Services are an alternative to secure detention that can be an effective response when a juvenile commits delinquent offenses, violates court orders or conditional release pursuant to RSA 169-B, which do not meet the threshold for detention but due to the emergent nature of their behavior need immediate, temporary residential services. Alternatives to secure detention enhance the public safety, provide supervision of the alleged offender, and allow for case planning based on the Division for Children, Youth and Families Practice Model.

All juveniles authorized to receive Juvenile Detention Alternative Initiative Services must be accompanied by a copy of the Juvenile Detention Alternative Initiative Risk Assessment Screening Tool, a medical authorization signed by the Juvenile's parent/guardian and a written or verbal order from the court (juveniles with dual or deferred orders may not be accepted) upon admission into the program.

The original contracts were competitively bid; the Department of Health and Human Services was presented with a total of five (5) applications for the provision of Juvenile Detention Alternative Initiative Services in response to a Request for Applications that was posted on the Department's website from August 20, 2014 through October 10, 2014. After careful review all five (5) of the applicants were selected.

The original contracts calls for the provision of these services for approximately one and one half years and reserves the Division's right to renew the agreement for up to four additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

The Division has been satisfied with the services provided and is requesting approval to ~~exercise two years of the renewal option reserving the Division's option to renew the remaining two years based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.~~

Should the Governor and Executive Council not approve this request, juveniles who commit lower level delinquent offenses or violate court orders or conditional release, could be securely detained instead of being placed in an alternative to detention program. Studies have shown that youth who are unnecessarily detained end up more deeply involved in the Juvenile Justice system and their rates of recidivism increase. Juvenile Detention Alternative Initiative Services aims to maintain safety while keeping the youth closer to home, resulting in minimal disruption to educational programming and community-based services.

Area Served: Statewide

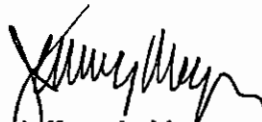
Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Jeffrey A. Meyers  
Commissioner

# **Fiscal Details for Juvenile Detention Alternative Initiative Services**

## **Dover Children's Home (Vendor #233643)**

207 Locust Street, Dover NH 03820

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Modified Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

## **Nashua Children's Home (Vendor # 233615)**

125 Amherst Street, Nashua NH 03064

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

## **NFI North, Inc. (Vendor # 177575-B001)**

PO Box 417, 40 Park Lane, Contoocook, NH 03229

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Contract Amount
535-500376	Out of Home Placements	442105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

**Pine Haven Boys Center (Vendor #174119-P001)**  
 PO Box 162, 133 River Road, Suncook, NH 03275

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

**Webster House (Vendor #154142)**  
 135 Webster Street, Manchester NH 03104

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>
				<b>Total:</b>	<b>\$56,250</b>	<b>\$131,250</b>

New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services



State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Juvenile Detention Alternative Initiative Services Contract

This first (1<sup>st</sup>) Amendment to the Juvenile Detention Alternative Initiative Services contract (hereinafter referred to as "Amendment #1") dated this 20<sup>th</sup> day of November 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Dover Children's Home (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 207 Locust Street, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 25, 2015 (Item #8), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, "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 by the Governor and Executive Council of the State of New Hampshire" and Exhibit C-1, Revisions to Standard Provisions, Paragraph 4, the State may renew the agreement for up to four additional years, by written agreement of the parties; and

WHEREAS, State and the Contractor have agreed to increase the price limitation, and extend the Contract;

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

To amend as follows:

1. Form P-37, General Provision, Item 1.7, Completion Date to read:  
June 30, 2018
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$26,250

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.

A handwritten signature in black ink, appearing to be "JTW", with the date "11/4/16" written below it.



New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

2/10/16  
Date

Mary Ann Cooney  
Mary Ann Cooney  
Associate Commissioner

Dover Children's Home

1/4/16  
Date

Rebecca Leftwich, Executive  
Name Director  
Title

Acknowledgement:  
State of NH, County of Strafford on 1/4/16, before the  
undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the  
person whose name is signed above, and acknowledged that s/he executed this document in the capacity  
indicated above.

Signature of Notary Public or Justice of the Peace

Susan A. Gordon  
Name and Title of Notary or Justice of the Peace

Susan A. Gordon  
Notary Public  
My Commission Expires  
March 13, 2020

RTG 1/4/16

New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services



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

OFFICE OF THE ATTORNEY GENERAL

Date 3/3/14

Name: Megan A. [Signature]  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(210) 1/4/16



Nicholas A. Toumpas  
Commissioner

Lorraine Bartlett  
Acting Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES

*DIVISION FOR CHILDREN, YOUTH & FAMILIES*

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4451 1-800-852-3345 Ext. 4451  
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 12, 2015

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, Office of Human Services, Division for Children, Youth and Families to enter into agreements with the vendors identified below to provide Juvenile Detention Alternative Initiative Services to court involved youths in an amount not to exceed \$56,250, effective upon Governor and Council approval through June 30, 2016. The agreements are funded with 100% General Funds.

Vendor	Vendor #	Location	Total
Dover Children's Home	233643	Dover	\$11,250
Nashua Children's Home	233615	Nashua	\$11,250
NFI North, Inc.	177575-B001	Contoocook	\$11,250
Pine Haven Boys Center	174119-P001	Allenstown	\$11,250
Webster House	154142	Manchester	\$11,250
Total:			\$56,250

Funds are available in the following account for State Fiscal Year 2015 and are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriation of funds in the future operating budget, with ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
HUMAN SERVICES, CHILD PROTECTION, CHILD FAMILY SERVICES

State Fiscal Year	Class Title	Activity Code	Class/Object	Contract Amount
2015	Out of Home Placements	42105824	535-500376	\$18,750
2016	Out of Home Placements	42105824	535-500376	\$37,500
Total				\$56,250

Please see attachment for fiscal details.

### EXPLANATION

The purpose of this request is to ensure temporary residential services are available for immediate use for juveniles for a minimum of one (1) day to a maximum of five (5) days as an alternative to secure detention.

Juvenile Detention Alternative Initiative (JDAI) Services are an alternative to secure detention that can be an effective response when a juvenile commits delinquent offenses, violates court orders or conditional release pursuant to RSA 169-B, which do not meet the threshold for detention but due to the emergent nature of their behavior need immediate, temporary residential services. Alternatives to secure detention enhance the public safety, provide supervision of the alleged offender, and allow for case planning based on the Division for Children, Youth and Families Practice Model.

All juveniles authorized to receive Juvenile Detention Alternative Initiative Services must be accompanied by a copy of the Juvenile Detention Alternative Initiative Risk Assessment Screening Tool, a medical authorization signed by the Juvenile's parent/guardian and a written or verbal order from the court (juveniles with dual or deferred orders may not be accepted) upon admission into the program.

The Department of Health and Human Services was presented with a total of five (5) applications for the provision of Juvenile Detention Alternative Initiative Services in response to a Request for Applications that was posted on the Department's website from August 20, 2014 through October 10, 2014. After careful review all five (5) of the applicants were selected. The bid summary is attached.

The attached contracts calls for the provision of these services for approximately one and one half years and reserves the Division's right to renew the agreement for up to four additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, juveniles who commit lower level delinquent offenses or violate court orders or conditional release, could be securely detained instead of being placed in an alternative to detention program. Studies have shown that youth who are unnecessarily detained end up more deeply involved in the Juvenile Justice system and their rates of recidivism increase. Juvenile Detention Alternative Initiative Services aims to maintain safety while keeping the youth closer to home, resulting in minimal disruption to educational programming and community-based services.

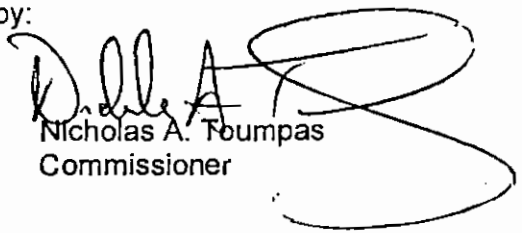
Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

  
Mary Ann Cooney  
Associate Commissioner

Approved by:

  
Nicholas A. Toupas  
Commissioner

**Fiscal Details for Juvenile Detention Alternative Initiative Services**

**Dover Children's Home (Vendor #233643)**  
207 Locust Street, Dover NH 03820

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

**Nashua Children's Home (Vendor # 233615)**  
125 Amherst Street, Nashua NH 03064

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

**NFI North, Inc. (Vendor # 177575-B001)**  
PO Box 417, 40 Park Lane, Contoocook, NH 03229

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	442105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

**Pine Haven Boys Center (Vendor #174119-P001)**  
PO Box 162, 133 River Road, Suncook, NH 03275

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

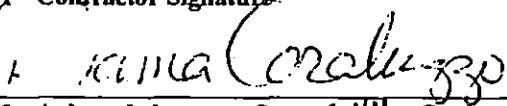
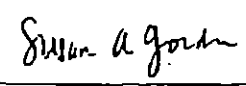
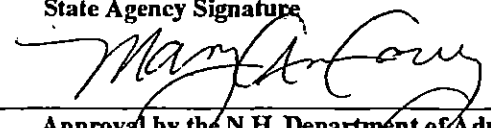
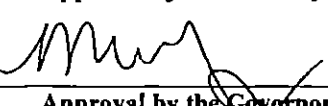
**Webster House (Vendor #154142)**  
135 Webster Street, Manchester NH 03104

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>
			<b>Total:</b>	<b>\$56,250</b>

Subject: Juvenile Detention Alternative Initiative Services**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Dover Children's Home		<b>1.4 Contractor Address</b> 207 Locust Street Dover NH 03820	
<b>1.5 Contractor Phone Number</b> (603) 742-4289 Ext. 12	<b>1.6 Account Number</b> 05-095-42-421010-29580000	<b>1.7 Completion Date</b> June 30, 2016	<b>1.8 Price Limitation</b> \$11,250
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> (603) 271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Donna Corallozzo Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Strafford</u> On <u>1/6/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal]  Susan A. Gordon Notary Public My Commission Expires <u>March 24, 2015</u>			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Susan A. Gordon			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> MARY ANN KEARNEY Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. York-Alberici On: <u>2/24/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

## 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each



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

#### **15. WORKERS' COMPENSATION.**

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

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

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

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

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

#### **19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. General Terms and Conditions of Contract

- 1.1. All juveniles authorized to receive JDAI Services must be accompanied by a copy of the JDAI Risk Assessment Screening Tool, a medical authorization signed by the Juvenile's parent/guardian and a written or verbal order from the court (juveniles with dual or deferred orders may not be accepted) upon admission into the program..
- 1.2. The Contractor will submit a detailed description of the language assistance services they will provide to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

#### 2. Services to be Provided

- 2.1. The Contractor will provide temporary residential services available for immediate use for a juvenile for a minimum of one (1) day to a maximum of five (5) days, including weekends and holidays. Temporary residential services will include but not be limited to:
  - 2.1.1. Supervision of the juvenile.
  - 2.1.2. Nutritional needs of the juvenile.
  - 2.1.3. Accommodations for the juvenile to address their personal hygiene.
  - 2.1.4. Toiletries for the juvenile (such as toothbrush, toothpaste, soap, feminine requirements etc.).
  - 2.1.5. Proper sleeping and privacy accommodations for the juvenile in accordance with He-4001.
  - 2.1.6. Transportation for the juvenile only when related to emergency or urgent medical needs.
- 2.2. The Contractor will ensure proper documentation upon acceptance of any juvenile.
- 2.3. The Contractor may deny a juvenile or contact the referring agency for the removal of a juvenile if the juvenile is exhibiting any of the following behaviors:
  - 2.3.1. suicidal ideation,
  - 2.3.2. presently under the influence of drugs and/or alcohol, or
  - 2.3.3. significant aggressive and/or violent behavior.
- 2.4. The Contractor will maintain licensing through He-4001 and remain certified through He-C 6350 by the New Hampshire Department of Health and Human Services (the contractor is not required to provide the clinical services within He-C 6350).
- 2.5. The Contractor will work with the assigned Juvenile Probation and Parole Officer (JPPO) to plan for the juvenile's discharge and/or further placement needs.



Exhibit B

**Method and Conditions Precedent to Payment**

1. This contract is funded with 100% general funds, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred.
2. The Department shall pay the Contractor an amount not to exceed, on Form P-37, block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services shall be at a rate of one-hundred and fifty (\$150.00) per day, for each juvenile that receives services under this program.
  - 3.1. JDAI services for twenty-four (24) hours or less shall be paid for one day of service.
  - 3.2. JDAI services beyond twenty-four (24) hours will be paid the daily rate, stated in Exhibit B section 3, for each calendar day that the juvenile is authorized for JDAI services.
  - 3.3. JDAI services cannot exceed five (5) days, per juvenile, including weekends and holidays.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor will submit an invoice within thirty (30) days of providing services, which identifies and requests reimbursement for authorized expenses. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
    - 4.1.1. The Contractor will include the following documentation with the invoice:
      - 4.1.1.1. A copy of the court order for JDAI services;
      - 4.1.1.2. A copy of the JDAI Risk Assessment Screening Tool; and
      - 4.1.1.3. a medical authorization signed by the Juvenile's parent/guardian.
    - 4.1.2. Invoices must be submitted to:  
Attn: NH JDAI Coordinator  
NH Department of Health and Human Services  
Division for Children, Youth and Families  
1056 North River Road  
Manchester, NH 03104
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.



**SPECIAL PROVISIONS**

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

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



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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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



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

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

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

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit C



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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





REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. 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 insurance 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 with additional general liability umbrella insurance coverage of not less than \$1,000,000; and
4. The Department reserves the right to renew the Agreement for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

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

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

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



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

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

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

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

Contractor Name: Dover Children's Home

1/6/2015  
Date

Donna Coraluzzo  
Name: Donna Coraluzzo  
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Dover Children's Home

1/6/2015  
Date

Danna Coraluzzo  
Name: Danna Coraluzzo  
Title: Executive Director



CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Dover Children's Home

Date

1/6/2015

Name:  
Title:

Donna Corallozzo  
Donna Corallozzo  
Executive Director



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

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

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

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

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

Exhibit G

Contractor Initials

DC

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Dover children's Home

1/6/2015  
Date

Donna Corallo  
Name: Donna Corallo  
Title: Executive Director

Exhibit G

Contractor Initials DC

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

Date 1/6/15





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**State of New Hampshire**  
**Department of Health and Human Services**

**Amendment #2 to the Juvenile Detention Alternative Initiative Services Contract**

This 2nd Amendment to the Juvenile Detention Alternative Initiative Services contract (hereinafter referred to as "Amendment #2") dated this 20 day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Nashua Children's Home, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 125 Amherst Street, Nashua, New Hampshire 03064.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 25, 2015, (Item #8), as amended on March 23, 2016, (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$41,250.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
5. Add Exhibit K, DHHS Information Security Requirements.

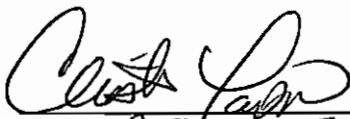


New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services

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

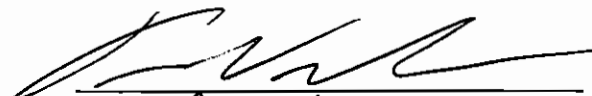
State of New Hampshire  
Department of Health and Human Services

5/29/18  
Date

  
Name: Christine Tupper  
Title: Associate Commissioner

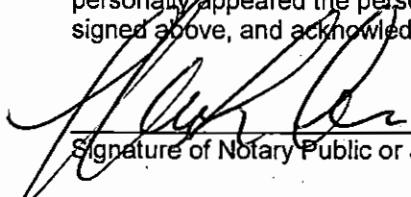
NASHUA CHILDREN'S HOME

5/2/18  
Date

  
Name: DAVID VELLEU  
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on May 2, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

  
Signature of Notary Public or Justice of the Peace

Mary Louise Annicchiarico  
Name and Title of Notary or Justice of the Peace

My Commission Expires: \_\_\_\_\_

**MARY LOUISE ANNICCHIARICO, Notary Public**  
**My Commission Expires March 12, 2019**

New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services



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

OFFICE OF THE ATTORNEY GENERAL

6/5/18  
Date

[Signature]  
Name: Megan A. Y...  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



A. Definitions

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

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

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

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

DHHS Information Security Requirements



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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

DHHS Information Security Requirements



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

DHHS Information Security Requirements



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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).





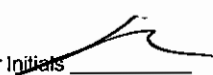
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events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

DHHS Information Security Requirements



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

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

  
5/2/18

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NASHUA CHILDREN'S HOME is a New Hampshire nonprofit corporation formed June 4, 1903. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6<sup>th</sup> day of March A.D. 2015

A handwritten signature in cursive script, appearing to read "Wm Gardner", written over a horizontal line.

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

I, TRICIA L. ALBERT, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of NASHUA CHILDREN'S HOME.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on MAY 2, 2018  
(Date)

**RESOLVED:** That the EXECUTIVE DIRECTOR  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 2<sup>nd</sup> day of MAY, 2018  
(Date Contract Signed)

4. DAVID VULIOTTI is the duly elected EXECUTIVE DIRECTOR  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Priscilla Albert  
(Signature of the Elected Officer)

STATE OF New Hampshire  
County of Hillsborough

The forgoing instrument was acknowledged before me this 2 day of May, 2018.

By TRICIA L. ALBERT  
(Name of Elected Officer of the Agency)

Joanne Burdett Dion  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: JOANNE BURDETT DION  
Notary Public - New Hampshire  
My Commission Expires July 19, 2022



NASHU61

OP ID: NB

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2018

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

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

PRODUCER Santo Insurance and Financial 274 Main Street Suite 2A Salem, NH 03079 Kathy Sousa - C	603-890-6439	CONTACT NAME: Kathleen A Sousa PHONE (A/C, No, Ext): 603-890-6439 FAX (A/C, No): 603-890-6521 E-MAIL ADDRESS:
INSURED Nashua Children's Home Lori Wilshire 125 Amherst St. Nashua, NH 03064		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: Tamgram Insurance INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:			PHPK1516068	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			10732887	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000			PHUB5465778	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC201600006268 3A NH	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional			PHPK1516068	07/01/2017	07/01/2018	Prof Liab \$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

NH DHHS  
129 Pleasant Street  
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

**Mission Statement**

Nashua Children's Home is committed to the care, welfare and educational achievement of children and youth within its Residential and Educational Programs, and the successful transition to adult living of young men and women in its Transitional Living Program. Nashua Children's Home provides care and stability to boys and girls unable to remain with their families, special education services for students who have not been successful in public school settings, and supportive housing for youth that have "aged-out" of care.



**NASHUA CHILDREN'S HOME**

**Financial Statements**

**For the Year Ended June 30, 2017**

**(With Independent Auditors' Report Thereon)**

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
Nashua Children's Home

Additional Offices:

Andover, MA  
Greenfield, MA  
Manchester, NH  
Ellsworth, ME

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Nashua Children's Home (a nonprofit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

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

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

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nashua Children's Home as of June 30, 2017, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited the Organization's fiscal year 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 31, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016 is consistent, in all material respects, with the audited financial statements from which it has been derived.

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

In accordance with *Government Auditing Standards*, we have also issued our report dated January 22, 2018 on our consideration of Nashua Children's Homes' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

*Melanson Heath*

January 22, 2018

**NASHUA CHILDREN'S HOME**

Statement of Financial Position

June 30, 2017

(with comparative totals as of June 30, 2016)

	Unrestricted				Temporarily Restricted	Permanently Restricted	2017	2016
	Operating	Board Designated Endowment	Plant	Total				
<b>ASSETS</b>								
Current Assets:								
Cash and cash equivalents	\$ 911,983	\$ -	\$ -	\$ 911,983	\$ 133,535	\$ -	\$ 1,045,518	\$ 870,580
Due from State of New Hampshire	6,390	-	-	6,390	-	-	6,390	6,221
Accounts receivable	124,768	-	-	124,768	-	-	124,768	168,557
Prepaid expenses	12,657	-	-	12,657	-	-	12,657	10,747
Deposit	300	-	-	300	-	-	300	300
Total Current Assets	<u>1,056,098</u>	<u>-</u>	<u>-</u>	<u>1,056,098</u>	<u>133,535</u>	<u>-</u>	<u>1,189,633</u>	<u>1,056,405</u>
Investments	-	2,929,953	-	2,929,953	14,002	35,000	2,978,955	2,705,915
Property and Equipment, net	<u>-</u>	<u>-</u>	<u>1,214,806</u>	<u>1,214,806</u>	<u>-</u>	<u>-</u>	<u>1,214,806</u>	<u>1,295,834</u>
<b>TOTAL ASSETS</b>	<b>\$ <u>1,056,098</u></b>	<b>\$ <u>2,929,953</u></b>	<b>\$ <u>1,214,806</u></b>	<b>\$ <u>5,200,857</u></b>	<b>\$ <u>147,537</u></b>	<b>\$ <u>35,000</u></b>	<b>\$ <u>5,383,394</u></b>	<b>\$ <u>5,058,154</u></b>
<b>LIABILITIES AND NET ASSETS</b>								
Current Liabilities:								
Accounts payable	\$ 50,690	\$ -	\$ -	\$ 50,690	\$ -	\$ -	\$ 50,690	\$ 44,831
Accrued payroll and related liabilities	368,154	-	-	368,154	-	-	368,154	286,641
Incurred but not yet reported health claims	125,945	-	-	125,945	-	-	125,945	129,465
Other liabilities	4,313	-	-	4,313	-	-	4,313	4,030
Total Current Liabilities	<u>549,102</u>	<u>-</u>	<u>-</u>	<u>549,102</u>	<u>-</u>	<u>-</u>	<u>549,102</u>	<u>464,967</u>
Notes payable - City of Nashua	<u>-</u>	<u>-</u>	<u>755,000</u>	<u>755,000</u>	<u>-</u>	<u>-</u>	<u>755,000</u>	<u>755,000</u>
Total Liabilities	<u>549,102</u>	<u>-</u>	<u>755,000</u>	<u>1,304,102</u>	<u>-</u>	<u>-</u>	<u>1,304,102</u>	<u>1,219,967</u>
Net Assets	<u>506,996</u>	<u>2,929,953</u>	<u>459,806</u>	<u>3,896,755</u>	<u>147,537</u>	<u>35,000</u>	<u>4,079,292</u>	<u>3,838,187</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ <u>1,056,098</u></b>	<b>\$ <u>2,929,953</u></b>	<b>\$ <u>1,214,806</u></b>	<b>\$ <u>5,200,857</u></b>	<b>\$ <u>147,537</u></b>	<b>\$ <u>35,000</u></b>	<b>\$ <u>5,383,394</u></b>	<b>\$ <u>5,058,154</u></b>

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

NASHUA CHILDREN'S HOME

Statement of Activities

For the Year Ended June 30, 2017

(with comparative totals for the year ended June 30, 2016)

	Unrestricted				Temporarily	Permanently	2017	2016
	Operating	Board Designated Endowment	Plant	Total	Restricted	Restricted		
Support and Revenue:								
Support:								
Contributions and grants	\$ 440,609	\$ 20,888	\$ -	\$ 461,497	\$ 106,420	\$ -	\$ 567,917	\$ 334,181
Revenue:								
Board and care	2,680,877	-	-	2,680,877	-	-	2,680,877	2,756,626
School tuition	1,154,183	-	-	1,154,183	-	-	1,154,183	1,227,167
Family program	14,334	-	-	14,334	-	-	14,334	8,432
USDA reimbursement	71,719	-	-	71,719	-	-	71,719	68,478
Investment gains/(losses)	-	324,177	-	324,177	943	-	325,120	20,482
Rental revenue, net	12,024	-	-	12,024	-	-	12,024	14,384
Other revenue	-	-	-	-	-	-	-	4,079
Net assets released from restrictions	97,935	-	-	97,935	(97,935)	-	-	-
Total Support and Revenue	4,471,681	345,065	-	4,816,746	9,428	-	4,826,174	4,433,829
Expenses:								
Program Expenses:								
Residential program	2,386,145	-	-	2,386,145	-	-	2,386,145	2,209,755
Educational program	790,231	-	-	790,231	-	-	790,231	753,235
Family program	21,404	-	-	21,404	-	-	21,404	19,796
Independent living	28,436	-	-	28,436	-	-	28,436	62,970
Transitional living	73,901	-	-	73,901	-	-	73,901	70,958
General management	1,071,748	22,968	-	1,094,716	-	-	1,094,716	1,036,090
Fundraising Expenses	51,746	-	-	51,746	-	-	51,746	43,486
Depreciation	-	-	138,490	138,490	-	-	138,490	133,895
Total Expenses	4,423,611	22,968	138,490	4,585,069	-	-	4,585,069	4,330,185
Change in Net Assets Before Transfers	48,070	322,097	(138,490)	231,677	9,428	-	241,105	103,644
Transfers Within Unrestricted Net Assets:								
Debt service and fixed asset acquisition	(57,462)	-	57,462	-	-	-	-	-
Endowment transfers	50,000	(50,000)	-	-	-	-	-	-
Total Transfers	(7,462)	(50,000)	57,462	-	-	-	-	-
Change in Net Assets	40,608	272,097	(81,028)	231,677	9,428	-	241,105	103,644
Net Assets, Beginning of Year	466,388	2,657,856	540,834	3,665,078	138,109	35,000	3,838,187	3,734,543
Net Assets, End of Year	\$ 506,996	\$ 2,929,953	\$ 459,806	\$ 3,896,755	\$ 147,537	\$ 35,000	\$ 4,079,292	\$ 3,838,187

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

NASHUA CHILDREN'S HOME

Statement of Functional Expenses - Operating

For the Year Ended June 30, 2017

(with comparative totals for the year ended June 30, 2016)

	Residential Program	Educational Program	Family Program	Independent Living	Transitional Living	General Management	Fund Raising	2017	2016
Personnel Expense:									
Salary and wages	\$ 1,598,323	\$ 514,556	\$ 15,302	\$ 8,109	\$ 52,871	\$ 479,042	\$ 24,955	\$ 2,693,158	\$ 2,641,645
Employee benefits	502,114	164,704	4,932	13,636	17,105	159,293	5,845	867,629	727,542
Payroll taxes	119,257	37,934	1,170	607	3,925	34,580	1,269	198,742	194,585
Professional Fees:									
Audit and other	-	-	-	-	-	13,500	-	13,500	14,939
Consulting	5,970	19,255	-	-	-	29,397	-	54,622	52,152
Development and Training:									
Journals	-	-	-	-	-	739	-	739	610
In service - residence	500	-	-	-	-	-	-	500	-
Conferences and conventions	200	-	-	-	-	1,025	-	1,225	505
Other development	780	2,143	-	-	-	450	-	3,373	2,413
Occupancy Expenses:									
Building and house	-	-	-	-	-	30,524	-	30,524	22,299
Heating	-	-	-	-	-	15,211	-	15,211	23,619
Other utilities	-	-	-	-	-	65,819	-	65,819	73,991
Maintenance and repair	-	-	-	-	-	55,723	-	55,723	51,878
Other occupancy	21,506	31,186	-	6,084	-	85	-	58,861	65,376
Consumable Supplies:									
Office supplies	-	-	-	-	-	18,920	-	18,920	18,399
Educational materials	-	9,633	-	-	-	-	-	9,633	9,957
Food	91,163	10,728	-	-	-	-	-	101,891	92,097
Medical expenses	9,112	-	-	-	-	-	-	9,112	9,536
Other Expenses:									
Equipment maintenance	-	-	-	-	-	23,595	-	23,595	21,099
Advertising	-	-	-	-	-	5,960	-	5,960	3,216
Printing	-	-	-	-	-	13,719	-	13,719	-
Telephone	250	-	-	-	-	11,374	-	11,624	3,766
Postage	32	-	-	-	-	4,565	-	4,597	2,197
Staff travel	3,504	92	-	-	-	1,730	-	5,326	3,565
Client transportation	13,973	-	-	-	-	18	-	13,991	13,712
Vehicle maintenance	1,906	-	-	-	-	15,431	-	17,337	19,638
Memberships	190	-	-	-	-	99	-	289	868
Other	-	-	-	-	-	-	19,677	19,677	12,504
Assistance to Individuals:									
Clothing - residence	15,565	-	-	-	-	-	-	15,565	15,334
Hygiene - residence	1,800	-	-	-	-	-	-	1,800	2,371
Insurance:									
Comprehensive property liability	-	-	-	-	-	90,949	-	90,949	87,547
Total Expenses	\$ 2,386,145	\$ 790,231	\$ 21,404	\$ 28,436	\$ 73,801	\$ 1,071,748	\$ 51,746	\$ 4,423,611	\$ 4,187,360

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

# NASHUA CHILDREN'S HOME

## Statement of Cash Flows

For the Year Ended June 30, 2017

(with comparative totals for the year ended June 30, 2016)

	<u>2017</u>	<u>2016</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 241,105	\$ 103,644
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	138,490	133,895
Realized (gains) losses	(201,814)	(72,743)
Unrealized (gains) losses	(42,444)	136,363
(Increase) Decrease In:		
Due from State of New Hampshire	(169)	(744)
Accounts receivable	43,789	151,429
Prepaid expenses	(1,910)	(1,240)
Increase (Decrease) In:		
Accounts payable	5,859	1,494
Accrued payroll and related liabilities	81,513	69,806
Incurred but not yet reported health claims	(3,520)	(56,569)
Other liabilities	<u>283</u>	<u>1,571</u>
Net Cash Provided by Operating Activities	261,182	466,906
Cash Flows From Investing Activities:		
Purchase of fixed assets, net	(57,462)	(74,946)
Proceed from sales of investments	1,457,070	637,576
Purchases of investments	<u>(1,485,852)</u>	<u>(659,423)</u>
Net Cash Used by Investing Activities	<u>(86,244)</u>	<u>(96,793)</u>
Net Change in Cash and Cash Equivalents	174,938	370,113
Cash and Cash Equivalents, Beginning of Year	<u>870,580</u>	<u>500,467</u>
Cash and Cash Equivalents, End of Year	<u>\$ 1,045,518</u>	<u>\$ 870,580</u>

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



## NASHUA CHILDREN'S HOME

### Notes to Financial Statements

For the Year Ended June 30, 2017

#### 1. Organization

Nashua Children's Home (the Organization), previously known as Nashua Children's Association, is a non-profit organization established to provide residential care, educational, and family preservation services to Nashua area children who cannot live at home or attend public schools due to a variety of factors. The Organization impacts children's lives through three primary service areas:

**Residential Program.** Offers a comprehensive care and service program for New Hampshire children and families. The Residential Program offers a wide range of recreational and social activities on and off grounds. Children are encouraged to utilize the community's recreational and cultural resources.

**Educational Program.** Provides services for students with educational disabilities between the ages of 7 and 15. The Educational Program is designed for students who cannot be appropriately educated in less intensive programs within the public schools. The Educational Program is certified by the NH State Department of Education.

**Independent/Transitional Living Program.** Assists young adults in transitioning into self-sufficiency and prevents long term dependency on the social service system. Housing is provided at a nominal rent, along with continuing staff support and guidance for young adults that have exited the child-protective or juvenile justice system.

General and administrative activities include the functions necessary to provide support to the Organization's program activities. General and administrative activities include those that provide governance (Board of Directors), oversight, business management, financial recordkeeping and similar activities that ensure an adequate working environment.

Fundraising activities include publicizing and conducting fundraising campaigns; maintaining donor lists; conducting special fundraising events; and other activities involved with soliciting contributions from corporations, foundations, individuals, and others.

## **2. Significant Accounting Policies**

### ***Comparative Financial Information***

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2016, from which the summarized information was derived.

### ***Cash and Cash Equivalents***

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

### ***Receivables***

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. At June 30, 2017, no allowance for doubtful accounts has been recorded, as management believes receivables to be fully collectable.

### ***Investments***

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the Statement of Financial Position. Unrealized gains and losses are included in the change in net assets in the accompanying Statement of Activities.

### ***Endowment Investments***

Endowment investments consist of investments purchased with the following resources:

- Donor-restricted permanent endowments, which are contributions restricted by donors to investment in perpetuity with only investment income and appreciation being used to support the Organization's activities.
- Donor-restricted term endowments, which are contributions restricted by donors to investment for the term specified by the donor. During

that term, the donor may either require investment income and appreciation to be reinvested in the fund, or may permit the Organization to spend those amounts in accordance with the donor's restrictions on use.

- Board-designated endowments, which are resources set aside by the Board of Directors for an indeterminate period to operate in a manner similar to a donor-restricted permanent endowment. Because a board-designated endowment results from an internal designation, it can be spent upon action of the Board of Directors.

Endowment investments also include investments purchased with unspent investment income and net gains on these resources. Endowment investments are reported at fair value.

### ***Property and Equipment***

Property and equipment is reported in the Statement of Financial Position at cost, if purchased, and at fair value at the date of donation, if donated. Property and equipment is capitalized if it has a cost of \$1,000 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Land improvements	20 years
Buildings and improvements	20 – 40 years
Furniture, fixtures, and equipment	5 years
Vehicles	4 years

Property and equipment is reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the financial statements in the current period.

### ***Net Assets***

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

*Unrestricted Net Assets* – Net assets available for use in general operations. Unrestricted net assets are reported in three groups, as follows:

Operating – represents the portion of net assets available for support of the Organization's operations.

Board Designated Endowment – represents donations which are unrestricted when received, or for which no written documentation exists, that are segregated from general donations and recorded as unrestricted endowment net assets. The Organization may expend these funds upon proper action by the Board of Directors.

Plant – represents net assets invested in property, plant and equipment.

*Temporarily Restricted Net Assets* – Net assets subject to donor restrictions that may or will be met by expenditures or actions and/or the passage of time. Contributions are reported as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

*Permanently Restricted Net Assets* – Net assets whose use is limited by donor-imposed restrictions that neither expire by the passage of time nor can be fulfilled or otherwise removed. The restrictions stipulate that resources be maintained permanently, but permit expending of the income generated in accordance with the provisions of the agreements.

### ***Revenue and Revenue Recognition***

Revenue is recognized when earned. Program service fee and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

### ***Accounting for Contributions***

Contributions are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due and, therefore, are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

### ***Gifts-in-Kind Contributions***

The Organization periodically receives contributions in a form other than cash or investments. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Organization's program operations and in its fund-raising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

### ***Grant Revenue***

Grant revenue is recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants.

### ***Advertising Costs***

Advertising costs are expensed as incurred and are reported in the Statement of Activities and Statement of Functional Expenses.

### ***Functional Allocation of Expenses***

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

General and administrative expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years.

### ***Income Taxes***

Nashua Children's Home is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) is subject to examination by the IRS, generally for three years after filing.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2017, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

### ***Change in Net Assets Before Transfers***

The Organization reports as the change in net assets before transfers all program, management and general, and fundraising activity, excluding debt service, fixed asset acquisitions, and endowment transfers.

### ***Estimates***

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

### ***Financial Instruments and Credit Risk***

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit

risk associated with accounts receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission. Investments are made by diversified investment managers whose performance is monitored by the Board of Directors. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Board of Directors believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

### ***Fair Value Measurements and Disclosures***

Certain assets are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's financial statements are:

- initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable.
- recurring measurement of endowment investments (note 4).
- recurring measurement of notes payable (note 8).

The carrying amounts of cash and cash equivalents, receivables, accounts payable, accrued payroll and related liabilities, and other liabilities approximate fair value due to the short-term nature of the items, and are considered to fall within Level 1 of the fair value hierarchy.

### 3. Accounts Receivable

Accounts receivable at June 30, 2017 consists of the following items:

Board and care	\$ 110,636
School tuition	13,032
Transitional living rent	<u>1,100</u>
Total	<u>\$ 124,768</u>

### 4. Investments

Investments consist of the following at June 30, 2017:

<u>Investment Type</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>
Mutual funds	\$ 617,518	\$ 628,425	\$ -	\$ 628,425
U.S. Government securities	73,188	74,050	-	74,050
U.S. Corporate bonds	232,938	240,626	-	240,626
U.S. Common stocks	669,797	966,648	966,648	-
Money Market funds	301,509	301,090	301,090	-
Exchange-traded funds	<u>727,738</u>	<u>768,116</u>	<u>-</u>	<u>768,116</u>
Total investments	<u>\$ 2,622,688</u>	<u>\$ 2,978,955</u>	<u>\$ 1,267,738</u>	<u>\$ 1,711,217</u>

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of the investment, the greater the sensitivity of its fair value to changes in market interest rates. Information about the sensitivity of the fair values of the Organization's investments to interest rate fluctuations is as follows:



Investment Type	Fair Value	Investment Maturities (in Years)				N/A
		Less Than 1	1-5	6-10	More Than 10	
Mutual funds	\$ 628,425	\$ -	\$ -	\$ -	\$ -	\$ 628,425
U.S. Government securities	74,050	19,098	35,663	19,289	-	-
U.S. Corporate bonds	240,626	61,689	104,281	74,656	-	-
U.S. Common stocks	966,648	-	-	-	-	966,648
Money Market funds	301,090	-	-	-	-	301,090
Exchange-traded funds	768,116	-	-	-	-	768,116
Total	\$ 2,978,955	\$ 80,787	\$ 139,944	\$ 93,945	\$ -	\$ 2,664,279

As discussed in Note 2 to these financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of the June 30, 2017. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

## 5. Property, Equipment and Depreciation

A summary of the major components of property and equipment is presented below:

Land and land improvements	\$ 283,005
Buildings and improvements	3,487,759
Furniture, fixtures, and equipment	205,986
Vehicles	205,213
Subtotal	4,181,963
Less: accumulated depreciation	(2,967,157)
Total	\$ 1,214,806

Depreciation expense for the year ended June 30, 2017 totaled \$138,490.

## 6. Self-Insurance

The Organization self-insures against claims for employee health coverage. The Organization contracts with an insurance carrier for excess liability coverage and an insurance consultant for claims processing. At June 30, 2017, the claims liability of \$125,945 represents an estimate of claims incurred but

unpaid at year-end, based on past historical costs and claims paid subsequent to year-end.

## 7. Line of Credit

The Organization has a line of credit, dated January 1, 2017, with a bank that is secured by all assets of the Organization and mortgages on real estate. The line is stated for maximum borrowings of \$250,000 with monthly payments of interest due at the bank's prime rate plus 0.5 percentage points. Principal is due on demand. At June 30, 2017, \$250,000 was available. This line is available through January 1, 2018.

## 8. Notes Payable

The Organization has two notes payable totaling \$755,000 to the City of Nashua, New Hampshire under the HOME Investment Partnership Program and the Economic Development Initiative Program. These notes are secured by mortgages on the 123 Amherst Street property. No repayment is required for twenty years, as long as the Organization complies with certain restrictions contained in the loan agreement related to use of the property. At the end of the twenty-year period, these notes may be extended for an additional twenty-year term.

As discussed in Note 2 to these financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 3 is for liabilities measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the liability. The estimated fair value of notes payable at June 30, 2017 was \$755,000. The following is a summary of the notes payable Level 3 activity:

	Fair Value Measurements Using Significant Unobservable Inputs Level 3
	Notes Payable
Beginning Balance, July 1, 2016	\$ 755,000
Additions	-
Reductions	-
Transfers in to Level 3	-
Ending Balance, June 30, 2017	\$ 755,000

## **9. Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are available for the following purposes at June 30, 2017:

Independent Living Program (subsequent year)	\$ 83,706
Summer camp tuition	25,000
Christmas gifts	11,809
Winter boots and coats	10,000
Scholarships	14,002
Special education services	2,500
Kitchen renovations	520
Total	<u>\$ 147,537</u>

Net assets are released from program restrictions by incurring expenses satisfying the restricted purpose. Net assets released from restriction during the year primarily relate to the operations of the Independent Living Program.

Permanently restricted net assets consist of an endowment of which the income may be used by the Organization, but the corpus is to remain unspent. At June 30, 2017, permanently restricted net assets totaled \$35,000.

## **10. Contributions**

Contributions totaling \$567,917 received in fiscal year 2017 are comprised of the following:

Unrestricted contributions	\$ 425,976
CDBG grant	35,521
Restricted for:	
Independent Living Program	83,420
Christmas gifts	10,000
Summer camp tuition	10,000
Special education services	2,500
Scholarships	500
Total	<u>\$ 567,917</u>

## **11. Retirement Plan**

All full-time employees may contribute up to 20% of gross wages to a 403(b) plan beginning on the first day of the month following the date of hire. The Organization is not required to contribute to this plan; however, in fiscal year 2017 the Organization contributed \$27,480 to the 403(b) retirement plan.

## **12. Endowment Funds**

The Organization's endowment consists of various individual funds established for a variety of purposes. Its endowment includes both donor-restricted funds and funds designated by the Board of Directors to function as endowments. As required by Generally Accepted Accounting Principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

### *Board-designated Endowment*

As of June 30, 2017, the Board of Directors had designated \$2,929,953 of unrestricted net assets as a general endowment fund to support the mission of the Organization. Since that amount resulted from an internal designation and is not donor-restricted, it is classified and reported as unrestricted net assets.

The Organization has a spending policy of appropriating for distribution each year approximately 2% of its board-designated endowment fund's average fair value of the prior 12 quarters through the calendar year-end preceding the fiscal year in which the distribution is planned. In establishing this policy, the Organization considered the long-term expected investment return on its endowment. Accordingly, over the long term, the Organization expects the current spending policy to allow its general endowment fund to grow at an average of approximately 4% annually. This is consistent with the Organization's objective to maintain the purchasing power of the endowment assets, as well as to provide additional real growth through investment return.

To achieve that objective, the Organization has adopted an investment policy that attempts to maximize total return consistent with an acceptable level of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of \$50,000 in the current and past several years, which is approximately 2%, while growing the fund if possible. Accordingly, the Organization expects its endowment assets, over time, to produce an average rate of return of approximately 8% annually. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to not expose the fund to unacceptable levels of risk.

### *Donor-designated Endowments*

The Board of Directors of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the

donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

### *Investment and Spending Policies*

The Organization has adopted investment and spending policies, approved by the Board of Directors, for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution, while growing the funds if possible.

The Organization's Board of Directors determines annually the amount of distribution each year based on the endowment fund's average fair value of the prior 12 quarters through the calendar year-end preceding the fiscal year in which the distribution is planned. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

Net asset composition of endowment investments as of June 30, 2017 is as follows:

	Board Designated (Unrestricted)	Temporarily Restricted	Permanently Restricted	Total Endowment Net Assets
Donor-restricted endowment funds	\$ -	\$ 14,002	\$ 35,000	\$ 49,002
Board-designated endowment funds	<u>2,929,953</u>	<u>-</u>	<u>-</u>	<u>2,929,953</u>
Total funds	<u>\$ 2,929,953</u>	<u>\$ 14,002</u>	<u>\$ 35,000</u>	<u>\$ 2,978,955</u>

Changes in endowment net assets as of June 30, 2017 are as follows:

	Board Designated (Unrestricted)	Temporarily Restricted	Permanently Restricted	Total Endowment Net Assets
Endowment net assets, beginning of year	\$ 2,657,856	\$ 13,059	\$ 35,000	\$ 2,705,915
Contributions	20,888	-	-	20,888
Investment income	79,919	694	-	80,613
Realized gain (loss)	201,814	431	-	202,245
Unrealized gain (loss)	42,444	(182)	-	42,262
Investment fees	(22,968)	-	-	(22,968)
Transfer to operations	(50,000)	-	-	(50,000)
Endowment net assets, end of year	<u>\$ 2,929,953</u>	<u>\$ 14,002</u>	<u>\$ 35,000</u>	<u>\$ 2,978,955</u>

### 13. Concentration of Risk

The Organization received 56% of its revenue from the State of New Hampshire related to board and care services.

### 14. Subsequent Events

Subsequent events have been evaluated through January 22, 2018, the date the financial statements were available to be issued.

Additional Offices:

Andover, MA  
Greenfield, MA  
Manchester, NH  
Ellsworth, ME

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS

Independent Auditors' Report

To the Board of Directors of  
Nashua Children's Home

We have audited, in accordance with the 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, the financial statements of Nashua Children's Home, which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 22, 2018.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Melanson Heath*

January 22, 2018



**Additional Offices:**

Andover, MA  
Greenfield, MA  
Manchester, NH  
Ellsworth, ME

To the Board of Directors  
Nashua Children's Home

We have audited the financial statements of Nashua Children's Home as of and for the year ended June 30, 2017 and have issued our report thereon dated January 22, 2018. Professional standards require that we advise you of the following matters relating to our audit.

**Our Responsibility in Relation to the Financial Statement Audit**

As communicated in our engagement letter, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Organization solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

## **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

## **Compliance with All Ethics Requirements Regarding Independence**

The engagement team and others in our Firm have complied with all relevant ethical requirements regarding independence. Safeguards that have been applied to eliminate threats to independence or reduce them to an acceptable level include annual certification by all Firm staff of independence.

## **Qualitative Aspects of the Entity's Significant Accounting Practices**

### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Organization is included in the notes to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year ended June 30, 2017. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

- Estimated lives and depreciation methods for depreciable assets.
- Collectability of receivables.
- Functional expense allocation.
- Incurred but not yet reported claims liability.

Management's estimates of the above are based on various criteria. We evaluated the key factors and assumptions used to develop these estimates and determined that it is reasonable in relation to the basic financial statements taken as a whole.

#### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. We noted no particularly sensitive disclosures affecting the Organization's financial statements.

#### **Identified or Suspected Fraud**

We have not identified or obtained information that indicates that fraud may have occurred.

#### **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

#### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. The attached schedule summarizes uncorrected financial statement misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The attached schedule summarizes misstatements identified by us as a result of our auditing procedures and corrected by management as material either individually or in the aggregate, to the financial statements taken as a whole.

### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Organization's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

### **Representations Requested from Management**

We have requested certain written representations from management, which are included in the letter dated January 22, 2018.

### **Management's Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

### **Other Significant Matters, Findings or Issues**

In the normal course of our professional association with the Organization, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Organization's auditors.

### **Other Information in Documents Containing Audited Financial Statements**

Pursuant to professional standards, our responsibility as auditors for other information in documents containing the Organization's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, we have read the information (if applicable) and considered whether such information, or the manner of its presentation, was materially inconsistent with the presentation in the financial statements.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the governing body and management of the Organization and is not intended to be and should not be used by anyone other than these specified parties.

*Melanson Heath*

January 22, 2018

Client: **NCH - Nashua Children's Home**  
Engagement: **2017 FS - Nashua Children's Home 2017 - audit**  
Period Ending: **6/30/2017**  
Trial Balance: **TB - Trial Balance**  
Workpaper: **WTB-003 - Passed Adjusting Entries Report (CY)**

Account	Description	W/P Ref	Debit	Credit
<b>Passed Adjusting Entries JE # 3</b>				
		<b>X-161</b>		
To record the effect of fiscal year 2016 CDBG grant not previously reported by the Nashua Children's Home.				
1560	Building Improvement-A125		24,120.00	
1570	Building improvement C86		20,880.00	
3110	Unrestricted Net Assets-Oper			45,000.00
<b>Total</b>			<b>45,000.00</b>	<b>45,000.00</b>
<b>Passed Adjusting Entries JE # 4</b>				
		<b>WTB-005</b>		
To record current year effect of prior year passed adjusting entries				
4100	Board and Care		4,605.58	
5010	Salaries and Wages		9,204.14	
3110	Unrestricted Net Assets-Oper			13,809.72
<b>Total</b>			<b>13,809.72</b>	<b>13,809.72</b>
<b>Passed Adjusting Entries JE # 6</b>				
		<b>D-010</b>		
To reconcile accounts receivable with detailed schedules				
1330	Billing Accounts Receivable		4,492.82	
4100	Board and Care			4,492.82
<b>Total</b>			<b>4,492.82</b>	<b>4,492.82</b>

Client: **NCH - Nashua Children's Home**  
Engagement: **2017 FS - Nashua Children's Home 2017 - audit**  
Trial Balance: **TB - Trial Balance**  
Workpaper: **WTB-002 - Adjusting Journal Entries**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>				
To close out release from restrictions account to equity.				
		<b>S-010</b>		
3110	Unrestricted Net Assets-Oper		92,569.96	
3400	Released from Restriction-Oper			92,569.96
<b>Total</b>			<b>92,569.96</b>	<b>92,569.96</b>
<b>Adjusting Journal Entries JE # 2</b>				
To record CDBG activity for 2017.				
		<b>X-153</b>		
1560	Building Improvement-A125		35,521.00	
4400	CDBG Grant			35,521.00
<b>Total</b>			<b>35,521.00</b>	<b>35,521.00</b>
<b>Adjusting Journal Entries JE # 7</b>				
To reclassify net assets to reconcile with prior year ending balance.				
		<b>S-010</b>		
3110	Unrestricted Net Assets-Oper		41,265.00	
3130	Unrestricted Net Assets-Plant		58,949.00	
3200	Temp. Restricted Net Assets		27,370.00	
3120	Unrestricted Net Assets-Endow			127,584.00
<b>Total</b>			<b>127,584.00</b>	<b>127,584.00</b>
<b>Adjusting Journal Entries JE # 8</b>				
Immaterial adjustment to reconcile beginning fund balance to match prior year ending balance.				
		<b>WTB-001</b>		
3110	Unrestricted Net Assets-Oper		0.28	
4910	Miscellaneous Revenue			0.28
<b>Total</b>			<b>0.28</b>	<b>0.28</b>
<b>Adjusting Journal Entries JE # 9</b>				
To record current year depreciation of Fiscal Year 2017 CDBG fixed asset - kitchen remodel				
		<b>H-005</b>		
8100	Capital Depreciation		740.02	
1800	Accumulated Depreciation			740.02
<b>Total</b>			<b>740.02</b>	<b>740.02</b>
<b>Adjusting Journal Entries JE # 11</b>				
To book prior year adjustment to zero out due to and due froms.				
		<b>WTB-001</b>		
2920	Due To Other Funds		219,000.00	
2910	Due from NCH			219,000.00
<b>Total</b>			<b>219,000.00</b>	<b>219,000.00</b>

## 2017-2018

Secretary



## PAUL S WHEELER

Objective	Assist and support children, adults and families.	
Profile	<ul style="list-style-type: none"><li>• Nearly 10 years experience as social work professional. 7 years as a supervisor.</li><li>• Ability to direct complex projects from concept to fully operational status.</li><li>• Goal-oriented individual with strong leadership capabilities.</li><li>• Organized, highly motivated, and detail-directed problem solver.</li><li>• Proven ability to work in unison with staff, volunteers, and management.</li></ul>	
Education	<p>B.A., Political Science, focus on the Courts, University of New Hampshire Minor Certificates in Sociology and Justice Studies Masters in Management. SNHU. Expected graduation June, 2015.</p>	
Relevant Experience & Accomplishments	<p>Program Coordination Management/Supervision In Service Training in several multidisciplinary areas Nominated for Mark S Rowland Exemplary Service award as bestowed by colleagues, 1999-2007</p>	
Employment	<p>Residential Director, Nashua Children's Home, Nashua</p> <p>Oversee operations of daily programs for 50 clients at 4 adjacent facilities, aged 8-18 years old.</p> <p>Title 1 Educational Coordinator thru SAU 42, Title 1 Federal Grant</p> <p>Provide guidance and assistance to school personnel, students and staff at Nashua Children's Home to effect the most successful public school placement possible for 20 students. Ensure educational rights and opportunities are protected.</p> <p>Assistant Residential Director, Nashua Children's Home, Nashua</p> <p>Oversee operations of daily programs for 50 clients at 4 adjacent facilities, aged 8-18 years old.</p> <ul style="list-style-type: none"><li>• Directed recruitment and retention of supervisors and staff of 42 employees.</li><li>• Trained, supervised and evaluated staff, coached improvement management skills.</li><li>• Resulted in multilateral staff achievement of work objectives. Implement Scheduling for 6 separate units under one organizational umbrella.</li><li>• Support the milieu and navigate team conflict between clients and staff members.</li><li>• Detailed bookkeeping for \$1,500 petty cash account.</li></ul> <p>Residential Supervisor, Nashua Children's Home</p> <p>Implement Scheduling for 8 employees on the unit.</p> <ul style="list-style-type: none"><li>• Direct daily operations for latency age boys unit</li></ul>	<p>September, 2014-present</p> <p>2008-present during school calendar year</p> <p>2004-2014</p> <p>2001-2004</p>

**DAVID VILLIOTTI**

**EDUCATION**

*Certified Instructor, "Nonviolent Physical Crisis Intervention," National Crisis Prevention Institute, Milwaukee, WI. October, 1984.*  
*Master of Science Degree in Human Service Administration, Southern New Hampshire University, Manchester, NH. September, 1983.*  
*Bachelor of Arts Degree in Psychology, Lebanon Valley College, Annville, PA. August, 1976.*

**EMPLOYMENT**

September 1985 -  
Present

**NASHUA CHILDREN'S HOME, Nashua, NH.**

Position: Executive Director

Appointed by and accountable to the Board of Directors. Administratively responsible for the establishment, monitoring and evaluation of all program and financial systems. Programming includes, Residential, Educational and Family Outreach programs. Appointment and supervision of administrative staff in relation to these programs. Coordination of all fund raising and public relations functions.

January 2011-  
May 2011

**NASHUA COMMUNITY COLLEGE, Nashua, NH**

Position: Adjunct Professor

Taught the 3-credit course, "Management of Non-Profit Organizations," (BUS175), a joint venture of the Business and Human Services Departments

September 1979 -  
September 1985

**ST. ANN'S HOME, Methuen, MA.**

Position: Behavioral Supervisor/Residential Supervisor

Administrative representative of the directors of education and residence, respectively. Supervision of all residential and educational staff. Coordination of agency programming and resources. Formulation of program policies. Over see implementation of all policies and procedures. Recruitment/hiring of staff.

December 1977 -  
August 1979

**TIMBER RIDGE (LEARY EDUCATIONAL FNDN.),**

Winchester, VA. Position: Unit Director

Supervision of unit staff. Responsible for residential, educational and vocational programming for the unit. Maintained all parental and inter-agency contacts.

December 1976-  
August 1977

**PRESSLEY RIDGE SCHOOL, Pittsburgh, PA.**

Position: Residential and Liaison Counselor

Responsible for residential programming for various units. Counseling responsibilities with individuals and groups. Liaison functions with parents and related agencies.

**OTHER**

Consultant, Carolinas Project, Duke Endowment, Charlotte, NC/ Albert E. Trieschman Center, Needham, MA / (1995-1998)  
Chair, State Advisory Group on Juvenile Justice (1994 - 1995)  
President, New Hampshire Group Home Association (1987-88)  
Advisory Board, Anna Philbrook Center for Children and Youth (1986-87)

**PUBLISHED WORKS**

***"Not In My Backyard: Preserving Children's Rights in the Face of Discrimination,"** Residential Treatment for Children and Youth and Managing the Residential Treatment Center in Troubled Times, The Howorth Press, Inc., 1994.*  
***"Embracing the Chaos: Moving from Child-Centered to Family-Centered",** Residential Treatment for Children and Youth, The Howorth Press, Inc., 1995.*

**REFERENCES**

Available upon request.

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: NASHUA CHILDREN'S HOME

Name of Contract: JPAI

BUDGET PERIOD: SFY 19				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
David Vellazquez	Executive Director	129,763 \$0	0.00%	\$0.00
Paul Whelan	Regional Director	66,518 \$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

BUDGET PERIOD: SFY 20				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
David Vellazquez	Executive Director	129,763 \$0	0.00%	\$0.00
Paul Whelan	Regional Director	66,518 \$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00



Jeffrey A. Meyers  
Commissioner

Lorraine Bartlett  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
*DIVISION FOR CHILDREN, YOUTH & FAMILIES*

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4451 1-800-852-3345 Ext. 4451  
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 9, 2016

**G&C Approved**

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

Date

3/23/16

Item #

15

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into amendments with the vendors identified below to exercise the renewal option in their existing agreements for the provision of Juvenile Detention Alternative Initiative Services to court involved youths, by increasing the price limitation by \$75,000 from \$56,250, to an amount not to exceed \$131,250, and by extending the contract completion date from June 30, 2016 to June 30, 2018, effective July 1, 2016 or date of Governor and Executive approval, whichever is later. The original contracts were approved by Governor and Executive Council on March 25, 2015 (Item #8). Funds to support this request are 100% General Funds.

Vendor	Vendor #	Location	Total
Dover Children's Home	233643	Dover	\$26,250
Nashua Children's Home	233615	Nashua	\$26,250
NFI, North Inc.	177575-B001	Contoocook	\$26,250
Pine Haven Boys Center	174119-P001	Allenstown	\$26,250
Webster House	154142	Manchester	\$26,250
Total:			\$131,250

Funds to support this request are anticipated to be available in the following account for State Fiscal Year 2017 and State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD FAMILY SERVICES**

State Fiscal Year	Class Title	Activity Code	Class/Object	Current Amount	Increase/Decrease	Modified Amount
2015	Out of Home Placements	42105824	535-500376	\$18,750	\$0	\$18,750
2016	Out of Home Placements	42105824	535-500376	\$37,500	\$0	\$37,500
2017	Out of Home Placements	42105824	535-500376	\$0	\$37,500	\$37,500
2018	Out of Home Placements	42105824	535-500376	\$0	\$37,500	\$37,500
Total				\$56,250	\$75,000	\$131,250

Please see attachment for fiscal details.

### EXPLANATION

The purpose of this amendment is to exercise the renewal options in the attached contracts to ensure temporary residential services are available for immediate use for juveniles for a minimum of one (1) day to a maximum of five (5) days as an alternative to secure detention.

Juvenile Detention Alternative Initiative (JDAI) Services are an alternative to secure detention that can be an effective response when a juvenile commits delinquent offenses, violates court orders or conditional release pursuant to RSA 169-B, which do not meet the threshold for detention but due to the emergent nature of their behavior need immediate, temporary residential services. Alternatives to secure detention enhance the public safety, provide supervision of the alleged offender, and allow for case planning based on the Division for Children, Youth and Families Practice Model.

All juveniles authorized to receive Juvenile Detention Alternative Initiative Services must be accompanied by a copy of the Juvenile Detention Alternative Initiative Risk Assessment Screening Tool, a medical authorization signed by the Juvenile's parent/guardian and a written or verbal order from the court (juveniles with dual or deferred orders may not be accepted) upon admission into the program.

The original contracts were competitively bid; the Department of Health and Human Services was presented with a total of five (5) applications for the provision of Juvenile Detention Alternative Initiative Services in response to a Request for Applications that was posted on the Department's website from August 20, 2014 through October 10, 2014. After careful review all five (5) of the applicants were selected.

The original contracts calls for the provision of these services for approximately one and one half years and reserves the Division's right to renew the agreement for up to four additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

The Division has been satisfied with the services provided and is requesting approval to exercise two years of the renewal option reserving the Division's option to renew the remaining two years based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, juveniles who commit lower level delinquent offenses or violate court orders or conditional release, could be securely detained instead of being placed in an alternative to detention program. Studies have shown that youth who are unnecessarily detained end up more deeply involved in the Juvenile Justice system and their rates of recidivism increase. Juvenile Detention Alternative Initiative Services aims to maintain safety while keeping the youth closer to home, resulting in minimal disruption to educational programming and community-based services.

Area Served: Statewide

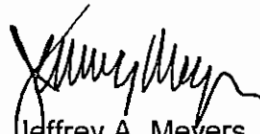
Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Jeffrey A. Meyers  
Commissioner

# Fiscal Details for Juvenile Detention Alternative Initiative Services

## Dover Children's Home (Vendor #233643)

207 Locust Street, Dover NH 03820

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Modified Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

## Nashua Children's Home (Vendor # 233615)

125 Amherst Street, Nashua NH 03064

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

## NFI North, Inc. (Vendor # 177575-B001)

PO Box 417, 40 Park Lane, Contoocook, NH 03229

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Contract Amount
535-500376	Out of Home Placements	442105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

**Pine Haven Boys Center (Vendor #174119-P001)**  
 PO Box 162,133 River Road, Suncook, NH 03275

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

**Webster House (Vendor #154142)**  
 135 Webster Street, Manchester NH 03104

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>
			<b>Total:</b>	<b>\$56,250</b>	<b>\$75,000</b>	<b>\$131,250</b>





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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Juvenile Detention Alternative Initiative Services Contract**

This first (1<sup>st</sup>) Amendment to the Juvenile Detention Alternative Initiative Services contract (hereinafter referred to as "Amendment #1") dated this 20<sup>th</sup> day of November 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Nashua Children's Home (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 125 Amherst Street, Nashua NH 03064.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 25, 2015 (Item #8), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, "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 by the Governor and Executive Council of the State of New Hampshire" and Exhibit C-1, Revisions to Standard Provisions, Paragraph 4, the State may renew the agreement for up to four additional years, by written agreement of the parties; and

WHEREAS, State and the Contractor have agreed to increase the price limitation, and extend the Contract;

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

To amend as follows:

1. Form P-37, General Provision, Item 1.7, Completion Date to read:  
June 30, 2018
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$26,250

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.

New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

2/10/16  
Date

Mary Ann Cooney  
Mary Ann Cooney  
Associate Commissioner

Nashua Children's Home

1/25/16  
Date

David Vellzottle  
Name DAVID VELLZOTTLE  
Title EXECUTIVE DIRECTOR

Acknowledgement:

State of NH, County of Hillsborough on 1/25/16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Joanne Burdett Dion  
Name and Title of Notary or Justice of the Peace

JOANNE BURDETT DION  
Notary Public - New Hampshire  
My Commission Expires August 3, 2017

**New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services**



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

**OFFICE OF THE ATTORNEY GENERAL**

Date 3/3/16

Name: [Signature]  
Title: Attorney General

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

**OFFICE OF THE SECRETARY OF STATE**

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES

*DIVISION FOR CHILDREN, YOUTH & FAMILIES*

Nicholas A. Toumpas  
Commissioner

Lorraine Bartlett  
Acting Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4451 1-800-852-3345 Ext. 4451  
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 12, 2015

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, Office of Human Services, Division for Children, Youth and Families to enter into agreements with the vendors identified below to provide Juvenile Detention Alternative Initiative Services to court involved youths in an amount not to exceed \$56,250, effective upon Governor and Council approval through June 30, 2016. The agreements are funded with 100% General Funds.

Vendor	Vendor #	Location	Total
Dover Children's Home	233643	Dover	\$11,250
Nashua Children's Home	233615	Nashua	\$11,250
NFI North, Inc.	177575-B001	Contoocook	\$11,250
Pine Haven Boys Center	174119-P001	Allenstown	\$11,250
Webster House	154142	Manchester	\$11,250
Total:			\$56,250

Funds are available in the following account for State Fiscal Year 2015 and are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriation of funds in the future operating budget, with ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
HUMAN SERVICES, CHILD PROTECTION, CHILD FAMILY SERVICES

State Fiscal Year	Class Title	Activity Code	Class/Object	Contract Amount
2015	Out of Home Placements	42105824	535-500376	\$18,750
2016	Out of Home Placements	42105824	535-500376	\$37,500
Total				\$56,250

Please see attachment for fiscal details.

### EXPLANATION

The purpose of this request is to ensure temporary residential services are available for immediate use for juveniles for a minimum of one (1) day to a maximum of five (5) days as an alternative to secure detention.

Juvenile Detention Alternative Initiative (JDAI) Services are an alternative to secure detention that can be an effective response when a juvenile commits delinquent offenses, violates court orders or conditional release pursuant to RSA 169-B, which do not meet the threshold for detention but due to the emergent nature of their behavior need immediate, temporary residential services. Alternatives to secure detention enhance the public safety, provide supervision of the alleged offender, and allow for case planning based on the Division for Children, Youth and Families Practice Model.

All juveniles authorized to receive Juvenile Detention Alternative Initiative Services must be accompanied by a copy of the Juvenile Detention Alternative Initiative Risk Assessment Screening Tool, a medical authorization signed by the Juvenile's parent/guardian and a written or verbal order from the court (juveniles with dual or deferred orders may not be accepted) upon admission into the program.

The Department of Health and Human Services was presented with a total of five (5) applications for the provision of Juvenile Detention Alternative Initiative Services in response to a Request for Applications that was posted on the Department's website from August 20, 2014 through October 10, 2014. After careful review all five (5) of the applicants were selected. The bid summary is attached.

The attached contracts calls for the provision of these services for approximately one and one half years and reserves the Division's right to renew the agreement for up to four additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, juveniles who commit lower level delinquent offenses or violate court orders or conditional release, could be securely detained instead of being placed in an alternative to detention program. Studies have shown that youth who are unnecessarily detained end up more deeply involved in the Juvenile Justice system and their rates of recidivism increase. Juvenile Detention Alternative Initiative Services aims to maintain safety while keeping the youth closer to home, resulting in minimal disruption to educational programming and community-based services.

Area Served: Statewide

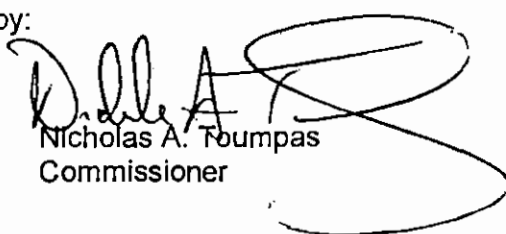
Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Toupas  
Commissioner

# Fiscal Details for Juvenile Detention Alternative Initiative Services

## Dover Children's Home (Vendor #233643)

207 Locust Street, Dover NH 03820

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

## Nashua Children's Home (Vendor # 233615)

125 Amherst Street, Nashua NH 03064

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

## NFI North, Inc. (Vendor # 177575-B001)

PO Box 417, 40 Park Lane, Contoocook, NH 03229

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	442105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

## Pine Haven Boys Center (Vendor #174119-P001)

PO Box 162, 133 River Road, Suncook, NH 03275

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

## Webster House (Vendor #154142)

135 Webster Street, Manchester NH 03104

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>
			<b>Total:</b>	<b>\$56,250</b>

**RFA 15-DHHS-OHS-DCYF-RFA-13**  
**Juvenile Detention Alternatives Initiative Services**  
**Application Review**  
**October 13, 2014**

<b>Applicant</b>	<b>Select</b>	<b>Non Select</b>
Nashua Children's Home	X	
Pine Haven Boys Center	X	
NFI North, Inc.	X	
Dover Children's Home	X	
Webster House	X	

**Review Committee**

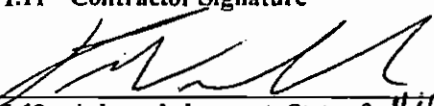
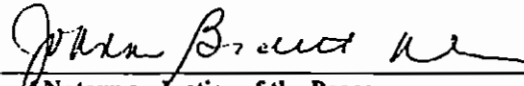
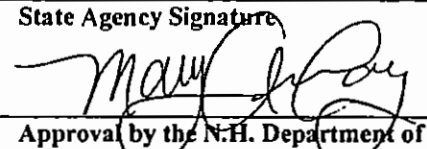
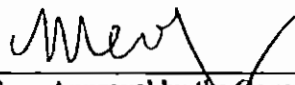
<b>Name</b>	<b>Title</b>
<b>Michele L. Smith</b>	<b>Program Specialist IV</b>
<b>Kathleen Talbot</b>	<b>Program Specialist IV</b>
<b>Pamela Sullivan</b>	<b>Program Specialist IV</b>

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Subject: Juvenile Detention Alternative Initiative Services**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Nashua Children's Home		1.4 Contractor Address 125 Amherst Street Nashua NH 03064	
1.5 Contractor Phone Number (603) 883-3851	1.6 Account Number 05-095-42-421010-29580000	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$11,250
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory DAVID VELLOTTI EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2/9/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace JOANNE BURDETT DION Notary Public - New Hampshire My Commission Expires August 8, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN CONEY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. York, Attorney On: <u>3/2/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

## 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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. General Terms and Conditions of Contract

- 1.1. All juveniles authorized to receive JDAI Services must be accompanied by a copy of the JDAI Risk Assessment Screening Tool, a medical authorization signed by the Juvenile's parent/guardian and a written or verbal order from the court (juveniles with dual or deferred orders may not be accepted) upon admission into the program..
- 1.2. The Contractor will submit a detailed description of the language assistance services they will provided to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

#### 2. Services to be Provided

- 2.1. The Contractor will provide temporary residential services available for immediate use for a juvenile for a minimum of one (1) day to a maximum of five (5) days, including weekends and holidays. Temporary residential services will include but not be limited to:
  - 2.1.1. Supervision of the juvenile.
  - 2.1.2. Nutritional needs of the juvenile.
  - 2.1.3. Accommodations for the juvenile to address their personal hygiene.
  - 2.1.4. Toiletries for the juvenile (such as toothbrush, toothpaste, soap, feminine requirements etc.).
  - 2.1.5. Proper sleeping and privacy accommodations for the juvenile in accordance with He-4001.
  - 2.1.6. Transportation for the juvenile only when related to emergency or urgent medical needs.
- 2.2. The Contractor will ensure proper documentation upon acceptance of any juvenile.
- 2.3. The Contractor may deny a juvenile or contact the referring agency for the removal of a juvenile if the juvenile is exhibiting any of the following behaviors:
  - 2.3.1. suicidal ideation,
  - 2.3.2. presently under the influence of drugs and/or alcohol, or
  - 2.3.3. significant aggressive and/or violent behavior.
- 2.4. The Contractor will maintain licensing through He-4001 and remain certified through He-C 6350 by the New Hampshire Department of Health and Human Services (the contractor is not required to provide the clinical services within He-C 6350).
- 2.5. The Contractor will work with the assigned Juvenile Probation and Parole Officer (JPPO) to plan for the juvenile's discharge and/or further placement needs.



Exhibit B

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**Method and Conditions Precedent to Payment**

1. This contract is funded with 100% general funds, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred.
2. The Department shall pay the Contractor an amount not to exceed, on Form P-37, block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A. Scope of Services.
3. Payment for services shall be at a rate of one-hundred and fifty (\$150.00) per day, for each juvenile that receives services under this program.
  - 3.1. JDAI services for twenty-four (24) hours or less shall be paid for one day of service.
  - 3.2. JDAI services beyond twenty-four (24) hours will be paid the daily rate, stated in Exhibit B section 3, for each calendar day that the juvenile is authorized for JDAI services.
  - 3.3. JDAI services cannot exceed five (5) days, per juvenile, including weekends and holidays.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor will submit an invoice within thirty (30) days of providing services, which identifies and requests reimbursement for authorized expenses. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
    - 4.1.1. The Contractor will include the following documentation with the invoice:
      - 4.1.1.1. A copy of the court order for JDAI services;
      - 4.1.1.2. A copy of the JDAI Risk Assessment Screening Tool; and
      - 4.1.1.3. a medical authorization signed by the Juvenile's parent/guardian.
    - 4.1.2. Invoices must be submitted to:  
Attn: NH JDAI Coordinator  
NH Department of Health and Human Services  
Division for Children, Youth and Families  
1056 North River Road  
Manchester, NH 03104
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.



**SPECIAL PROVISIONS**

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

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

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

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





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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

**DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

*[Handwritten signature]*  
2/4/15



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. 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 insurance 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 with additional general liability umbrella insurance coverage of not less than \$2,000,000; and
4. The Department reserves the right to renew the Agreement for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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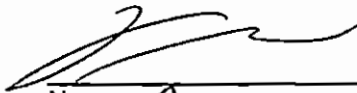
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name:

2/9/15  
Date

  
Name: David Vellazquez  
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

2/9/15  
Date

Name: DAVID VALLUZZI  
Title: EXECUTIVE DIRECTOR

2/9/15



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

2/9/15  
Date

Name: DAVID VELLZOTTE  
Title: EXECUTIVE DIRECTOR

Contractor Initials

Date 2/9/15





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

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

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

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

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

Exhibit G

Contractor Initials \_\_\_\_\_

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

2/9/15  
Date

Name:  
Title:

DAVID VILLOTTI  
EXECUTIVE DIRECTOR

Exhibit G

Contractor Initials [Signature]

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE


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

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

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

Contractor Name:

2/9/15  
Date

  
Name: DAVID VELLUZZO  
Title: EXECUTIVE DIRECTOR



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**State of New Hampshire**  
**Department of Health and Human Services**

**Amendment #2 to the Juvenile Detention Alternative Initiative Services Contract**

This 2nd Amendment to the Juvenile Detention Alternative Initiative Services contract (hereinafter referred to as "Amendment #2") dated this 20 day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NFI North, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 40 Park Lane, Contoocook, New Hampshire 03229.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 25, 2015, (Item #8), as amended on March 23, 2016, (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$41,250.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
5. Add Exhibit K, DHHS Information Security Requirements.

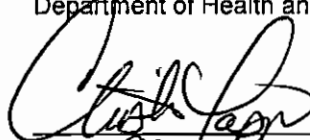
**New Hampshire Department of Health and Human Services**  
**Juvenile Detention Alternative Initiative Services**



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


5/29/18  
Date

State of New Hampshire  
Department of Health and Human Services

  
Name: Christine Tappan  
Title: Associate Commissioner

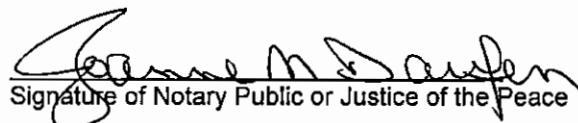
4/25/18  
Date

NFI NORTH, INC.

  
Name: Paul L. Denny, Ph.D.  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on April 25, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

  
Signature of Notary Public or Justice of the Peace

Joanne M. Dauen  
Name and Title of Notary or Justice of the Peace

My Commission Expires: July 24, 2018



**New Hampshire Department of Health and Human Services**  
**Juvenile Detention Alternative Initiative Services**



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

OFFICE OF THE ATTORNEY GENERAL

6/5/18  
Date

[Signature]  
Name: Megan A. Yeary  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

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

*RD*

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements

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

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

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

##### A. Business Use and Disclosure of Confidential Information.

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



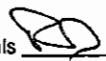


request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

  
4/25/18



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


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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

  
4/23/18

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



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

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

#### B. Disposition

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

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements

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

*RD*  
*4/25/18*

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



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

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

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

*[Signature]*  
4/25/18

**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**VI. PERSONS TO CONTACT**

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

# State of New Hampshire

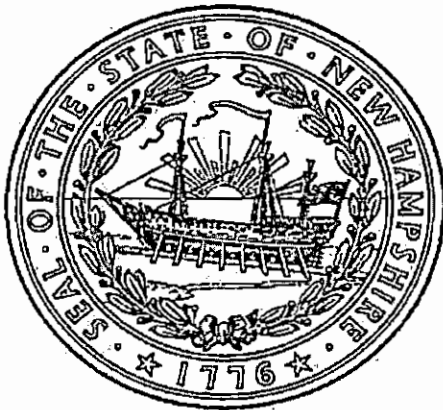
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NFI NORTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 06, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 175745

Certificate Number : 0004086724



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner

Secretary of State



**CERTIFICATE OF VOTE**  
(Corporation with Seal)

I, Doug Giles, Secretary of the  
(Corporation Representative Name) (Corporation Representative Title)

NFI North, Inc., do hereby certify that:  
(Corporation Name)

(1) I am the duly elected and acting Secretary of the  
(Corporation Representative Title)

NFI North, Inc., a New Hampshire        corporation (the "Corporation");  
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

25<sup>th</sup> day of April 2017, which meeting was duly held in accordance with

New Hampshire law and the by-laws of the Corporation:  
(State of Incorporation)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain Juvenile Detention Alternative Initiative Services, and that the Executive Director, President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

**RESOLVED:** That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Heidi Edwards Dunn President,

Dellie Champagne Treasurer

Paul L. Dann, Ph.D. Executive Director,

Karen E. Cusano Asst. Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the \_\_\_\_\_ Secretary \_\_\_\_\_  
(Title)

of the Corporation and have affixed its corporate seal this 25<sup>th</sup> day of April, 2018.

Doug Giles  
(Signature)

(Seal)

STATE OF New Hampshire

COUNTY OF Merrimack

On this the 25<sup>th</sup> day of April, 2018, before me, JoAnne M. Daufen, the undersigned officer, personally appeared Douglas Giles, who acknowledge her/himself to be the

Secretary, of NFI North, Inc, a corporation, and that  
she/he, as  
(Title) (Name of Corporation)

such Secretary being authorized to do so, executed the foregoing instrument for the  
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as

Douglas Giles.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

JoAnne M. Daufen  
Notary Public/Justice of the Peace

My Commission expires: July 24, 2018



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2018

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

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

<b>PRODUCER</b> <b>USI Insurance Services LLC</b> <b>12 Gill Street Suite 5500</b> <b>Woburn, MA 01801</b> <b>855 874-0123</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 855 874-0123</b> <b>FAX (A/C, No): 781-376-5035</b> <b>E-MAIL ADDRESS:</b>															
<b>INSURED</b> <b>NFI North</b> <b>40 Park Lane</b> <b>Contoocook, NH 03229</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Philadelphia Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER B : North River Insurance Company</td> <td>21105</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Insurance Company	23850	INSURER B : North River Insurance Company	21105	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :																	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1752484	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp 1,000 <input checked="" type="checkbox"/> Coll \$1,000			PHPK1752470	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB611184	01/01/2018	01/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4067283285	07/01/2017	07/01/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Retro 7/1/2002			PHPK1752484	01/01/2018	01/01/2019	\$1,000,000 \$3,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire  
 Dept of Health and Human Service  
 129 Pleasant Street  
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Joseph C. Blanche

## Our Mission

"Inspire and Empower People to reach their full potential so they can live successfully within their home and community."



**NFI NORTH, INC.**

Financial Statements

June 30, 2017

(With Independent Auditors' Report Thereon)

**NFI NORTH, INC.**  
**Financial Statements**  
**June 30, 2017**

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KPMG LLP  
Two Financial Center  
60 South Street  
Boston, MA 02111

## Independent Auditors' Report

The Board of Directors  
NFI North, Inc.:

### Report on the Financial Statements

We have audited the accompanying financial statements of NFI North, Inc. (NFIN), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

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

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### *Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

#### *Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NFIN as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.



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

In accordance with *Government Auditing Standards*, we have also issued our report dated September 29, 2017 on our consideration of NFIN's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering NFIN's internal control over financial reporting and compliance.

KPMG LLP

September 29, 2017



**NFI NORTH, INC.****Statement of Financial Position**

June 30, 2017

**Assets**

Current assets:	
Cash and equivalents	\$ 2,482,200
Accounts receivable, net (note 2)	1,257,182
Prepaid expenses and other current assets	<u>49,043</u>
Total current assets	<u>3,788,425</u>
Property and equipment (note 4):	
Land	535,992
Buildings and improvements	7,620,725
Equipment and furnishings	709,420
Motor vehicles	<u>983,656</u>
	9,849,793
Less accumulated depreciation	<u>(5,512,840)</u>
Property and equipment, net	4,336,953
Other assets	<u>19,314</u>
Total assets	<u>\$ 8,144,692</u>

**Liabilities and Net Assets**

Current liabilities:	
Current portion of long-term debt (note 4)	\$ 620,086
Accounts payable	113,511
Accrued payroll and related liabilities	488,623
Other accrued expenses	139,911
Deferred revenue	811,636
Due to affiliate short-term (note 7)	<u>8,686</u>
Total current liabilities	<u>2,182,453</u>
Long-term liabilities:	
Long-term debt, net of current portion (note 4)	2,529,829
Due to affiliate long-term (note 7)	<u>236,978</u>
Total long-term liabilities	<u>2,766,807</u>
Total liabilities	<u>4,949,260</u>
Net assets:	
Unrestricted	3,127,848
Temporarily restricted	<u>67,584</u>
Total net assets	<u>3,195,432</u>
Total liabilities and net assets	<u>\$ 8,144,692</u>

See accompanying notes to financial statements.

**NFI NORTH, INC.**  
**Statement of Activities**  
**Year ended June 30, 2017**

<b>Changes in unrestricted net assets:</b>	
Revenues and other support:	
Contracts, net (note 2)	\$ 19,732,583
Contributions:	
In-kind	676,137
Other	3,693
Interest and dividends	26,819
Miscellaneous	<u>(1,061)</u>
	20,438,171
Net assets released from program restrictions	<u>18,484</u>
Total revenues and other support	<u>20,456,655</u>
Expenses:	
Program services	17,380,999
Supporting services (note 7)	<u>2,155,032</u>
Total expenses	<u>19,536,031</u>
Increase in unrestricted net assets before nonoperating activities	920,624
Nonoperating revenues:	
Gain on disposal of property and equipment	<u>6,510</u>
Increase in unrestricted net assets	<u>927,134</u>
Changes in temporarily restricted net assets:	
Contributions	26,008
Net assets released from program restrictions	<u>(18,484)</u>
Increase in temporarily restricted net assets	<u>7,524</u>
Increase in net assets	934,658
Net assets at beginning of year	<u>2,260,774</u>
Net assets at end of year	<u>\$ 3,195,432</u>

See accompanying notes to financial statements.

**NFI NORTH, INC.**  
**Statement of Functional Expenses**  
Year ended June 30, 2017

	<u>Program services</u>	<u>Supporting services</u>	<u>Total</u>
Personnel expenses:			
Salaries, payroll taxes, and employee benefits	\$ 12,576,958	1,097,358	13,674,316
Other expenses:			
Contracted services	777,904	849,997	1,627,901
Other direct costs	902,084	96,256	998,340
Consumables	777,915	—	777,915
Occupancy	684,918	21,412	706,330
In-kind	675,153	984	676,137
Transportation	287,758	28,654	316,412
Equipment	117,548	20,417	137,965
Interest	117,651	8,347	125,998
	<u>4,340,931</u>	<u>1,026,067</u>	<u>5,366,998</u>
Depreciation and amortization	<u>463,110</u>	<u>31,607</u>	<u>494,717</u>
Total expenses	<u>\$ 17,380,999</u>	<u>2,155,032</u>	<u>19,536,031</u>

See accompanying notes to financial statements.

**NFI NORTH, INC.**

Statement of Cash Flows

Year ended June 30, 2017

Cash flows from operating activities:	
Increase in net assets	\$ 934,658
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation and amortization	494,717
Gain on sale of property and equipment	(6,510)
Changes in assets and liabilities:	
Accounts receivable, net	65,773
Prepaid expenses and other current assets	17,667
Other assets	(5,960)
Accounts payable	20,900
Accrued payroll and related liabilities	84,027
Other accrued expenses	30,169
Deferred revenue	710,647
Net cash provided by operating activities	<u>2,346,088</u>
Cash flows from investing activities:	
Purchases of property and equipment	(243,006)
Proceeds from sale of property and equipment	7,500
Decrease in due from affiliate	5,967
Net cash used in investing activities	<u>(229,539)</u>
Cash flows from financing activities:	
Issuance of long-term debt	24,749
Repayments of long-term debt	(286,772)
Decrease in due to affiliates	(45,547)
Net cash used in financing activities	<u>(307,570)</u>
Net increase in cash and equivalents	1,808,979
Cash and equivalents at beginning of year	<u>673,221</u>
Cash and equivalents at end of year	<u>\$ 2,482,200</u>
Supplemental data:	
Cash paid for interest	\$ 125,998

See accompanying notes to financial statements.

**NFI NORTH, INC.**  
**Notes to Financial Statements**  
**June 30, 2017**

**(1) Summary of Significant Accounting Policies**

NFI North, Inc. (NFIN) is a not-for-profit organization whose purpose is to provide community-based social services to individuals and their families. NFIN is a subsidiary of North American Family Institute, Inc. (NAFI), which is the sole member of NFIN's board of directors. Substantially all of NFIN's revenues are derived from services contracted with Medicaid, the State of New Hampshire Division of Children, Youth & Families, and local public school districts.

**(a) Basis of Presentation**

The accompanying financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on NFIN as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified as follows:

*Temporarily restricted net assets* – Net assets subject to donor-imposed stipulations that may or will be met by actions of NFIN and/or the passage of time.

*Unrestricted net assets* – Net assets not subject to donor-imposed stipulations.

Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions and/or time restrictions. Expenses are reported as decreases in unrestricted net assets. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulations or law. Expirations of temporary restrictions on net assets are reported as reclassifications between the applicable classes of net assets. Expirations of temporary restrictions occur when donor-imposed stipulated purposes have been accomplished and/or the stipulated time period has elapsed. If an expense is incurred for a purpose for which both unrestricted and temporarily restricted net assets are available, a donor-imposed restriction is fulfilled to the extent of the expense incurred unless the expense is for a purpose that is directly attributable to another specified external source of revenue.

**(b) Revenue Recognition**

Under cost reimbursement contracts, revenues are recognized as expenses are incurred. Under units-of-service contracts, revenues are recognized when services are provided.

**(c) Income Taxes**

NFIN is an organization described under Section 501(c)(3) of the Internal Revenue Code (IRC) and is generally exempt from income taxes under IRC Section 501(a). NFIN has taken no significant uncertain tax positions.

**(d) Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**NFI NORTH, INC.**

**Notes to Financial Statements**

**June 30, 2017**

**(e) Concentration of Risk**

NFIN receives the majority of its funding from state contracts that are renewable annually. Legislative budgets could significantly impact NFIN's ability to start new programs and to continue existing programs.

**(f) Cash Equivalents**

All short-term investments with an original maturity at purchase of three months or less are considered cash equivalents for purposes of the statement of cash flows.

**(g) Property and Equipment**

Property and equipment are recorded at cost or, in the case of donated property, at fair value at the date of gift. Depreciation is provided using the straight-line method over the following estimated useful lives:

Buildings and improvements	15–33.3 years
Equipment and furnishings	2–10 years
Motor vehicles	3–5 years

Leasehold improvements are depreciated or amortized according to the organization's normal depreciation policy except that the time period shall be the shorter of: 1) the useful life of the leasehold improvements, or 2) the remaining years of the lease. The remaining years of the lease include the years in the lease renewals that are reasonably assured.

**(h) Self-Insurance**

NFIN is self-insured for employee medical healthcare costs. At June 30, 2017, the estimated liability for healthcare claims incurred but not yet reported or paid was \$73,259 and is included in accrued payroll and related liabilities in the accompanying statement of financial position.

**(i) In-Kind Contributions**

In-kind contributions are generally recognized at fair value on the date received. During fiscal 2017, NFIN received in-kind contributions of services, rent, equipment and furnishings, and consumables amounting to \$676,137.

**(j) Subsequent Events**

NFIN has evaluated events subsequent to June 30, 2017 and through September 29, 2017, which is the date that the financial statements were available to be issued. NFIN has determined there are no material events that would require recognition or disclosure in this report through this date.

**(2) Accounts Receivable**

Accounts receivable of \$1,257,182 is carried net of an allowance for estimated contractual adjustments and doubtful accounts receivable of \$5,691. Contract revenues of \$19,732,583 in 2017 have been decreased by contractual adjustments of \$144,334.

**NFI NORTH, INC.**

Notes to Financial Statements

June 30, 2017

**(3) Line of Credit**

NAFI makes available to its subsidiaries, including NFIN, NAFI Connecticut, Inc. (NAFICT), NFI Vermont, Inc. (NFIV) and NFI Massachusetts, Inc. (NFI), an on demand \$8,000,000 line of credit from TD Bank. The line of credit bears interest at a fluctuating rate per annum equal to the Wall Street Journal Prime Rate, plus 0.50% per annum, (4.75% at June 30, 2017). Borrowings under the line are jointly guaranteed by NAFI, NFIN, NAFICT, NFIV and NFI and are collateralized by substantially all of their assets.

Borrowings under the line of credit are due upon demand, and the line is subject to annual renewal. At June 30, 2017, \$1,125,000 was outstanding under this line of credit, none of which was due from NFIN.

In addition, NAFI has entered into Letter of Credit agreements with TD Bank for the year ended June 30, 2017 for a total of \$1,933,194. The Letter of Credit agreements can be utilized by all subsidiaries in the aggregate of \$8,000,000 and are not collateralized with additional cash. The Letter of Credit agreements are a requirement of NAFI's workers' compensation carrier.

**(4) Long-Term Debt**

Long-term debt at June 30, 2017 consisted of the following:

<u>Interest rate at June 30, 2017</u>	<u>Fiscal year due</u>	<u>Amount</u>
Mortgages payable, secured by real estate:		
0.00% to 8.00% fixed	2018-2031	\$ <u>3,007,288</u>
Total mortgages payable		<u>3,007,288</u>
Vehicle notes secured by automobiles:		
0.00%–5.99% fixed	2018–2022	<u>142,627</u>
Total vehicle note payables		<u>142,627</u>
Total long-term debt		3,149,915
Less current portion		<u>(620,086)</u>
Total long-term debt, net of current portion		\$ <u><u>2,529,829</u></u>

Certain mortgages payable to housing authorities provide that a portion of the principal will be forgiven at the end of the loan period if the underlying properties are used to provide housing in accordance with stipulated conditions. In addition, certain mortgages payable contain various prepayment penalties.

**NFI NORTH, INC.**  
Notes to Financial Statements  
June 30, 2017

Scheduled repayments of long-term debt are as follows:

	<u>Amount due</u>
Year ending June 30:	
2018	\$ 620,086
2019	185,350
2020	128,547
2021	127,644
2022	307,309
Thereafter	<u>1,780,979</u>
	<u>\$ 3,149,915</u>

Interest expense was \$125,998 for the year ended June 30, 2017.

**(5) Operating Leases**

NFIN leases certain property, motor vehicles, and equipment under noncancelable (except under certain circumstances) operating lease arrangements. Rental and lease expense amounted to \$106,108 for the year ended June 30, 2017, including \$49,789 of related party property charges described in note 7. Future minimum lease payments as of June 30, 2017 are as follows:

	<u>Amount due</u>
Year ending June 30:	
2018	\$ 70,248
2019	56,413
2020	<u>21,455</u>
	<u>\$ 148,116</u>

**(6) Retirement Plan**

NFIN has a qualified defined contribution retirement plan for eligible employees to which annual contributions are made at the discretion of NFIN's board of directors. NFIN elected to contribute \$83,921 for the year ended June 30, 2017.



**NFI NORTH, INC.**

**Notes to Financial Statements**

**June 30, 2017**

**(7) Related-Party Transactions**

North American Family Institute, Inc. (NAFI), an affiliate, charges an administrative management fee for supporting service costs that NAFI incurs on behalf of the subsidiaries. These allocated costs amounted to \$966,798 for the year ended June 30, 2017, and have been included in supporting services expenses in the accompanying statements of activities and functional expenses.

In addition, NFIN pays NAFI a property charge for usage of certain fixed assets of NAFI. This charge was \$49,789 for the year ended June 30, 2017, and has been included in the accompanying statements of activities and functional expenses.

Cost reimbursement underpayments have resulted in a balance due to NAFI as of June 30, 2017 in the amount of \$245,664. This amount has been reported as due to affiliate in the accompanying statement of financial position and the current portion of \$8,686 is expected to be paid within one year.

NAFI and affiliated corporations (NFIN, NFIVT, NAFICT and NFIM) may periodically make short term loans, not to exceed one year, to its affiliated corporations, secured by documentation evidencing such indebtedness. For the year ended June 30, 2017, there were no short term loan transactions with NFIN.

**NFI NORTH, INC.  
OFFICERS**

<b>Title</b>	<b>Name</b>	<b>Address</b>
President	Heidi Edwards Dunn Educational Program Coordinator NH Small Business Administration	[REDACTED]
Treasurer	Dellie Champagne Events Coordinator/Teacher/Consumer Representative	[REDACTED]
Clerk/Secretary	Doug Giles Retired Fire Fighter/Organic Farmer	[REDACTED]

**BOARD OF DIRECTORS**

<b>Name</b>	<b>Occupation</b>	<b>Address</b>
Doug Giles	Retired Fire Fighter/Organic Farmer	[REDACTED]
Don Winn	Business Owner	[REDACTED]
Sue Allen	Business Women/Consumer Representative	[REDACTED]
Suanne Nader	Educator and Immediate Past Board President, NFI North	[REDACTED]
Heidi Edwards Dunn	Educational Program Coordinator NH Small Business Administration	[REDACTED]
Lyn Healy	Educator	[REDACTED]
Laura Rauscher	Development Officer	[REDACTED]
Dellie Champagne	Events Coordinator/Teacher/Consumer Representative	[REDACTED]

Terms: Until successors are duly elected and qualified. NOTE: No compensation for Members or Directors As of: 10/17/16 Annual Meeting

JANICE A. WILLIAMSON  
[REDACTED]  
[REDACTED]

#### HIGHLIGHTS OF QUALIFICATIONS:

- 30 years of experience with non-profit organizations, the last 25 in management and program administration.
- B.A. in Sociology backed by professional development courses in human services and management.
- Graduate of U.S. Army Command and General Staff College.
- Strong track record in developing and implementing training and support programs.
- Experienced in budget development/administration and grant writing.
- Accustomed to representing agency/participant interests through public speaking and personal representation.
- Extensive experience in developing Individual Service Plans vocational curriculums.
- Extensive experience in developing Individual Educational Plans and alternate school curriculums.
- Extensive experience with administrative functions, including supervision of staff, hiring, terminations, staff development and evaluation.
- Skillful in developing and managing contracts.
- Adept at interpreting and ensuring program compliance with state and federal regulations.
- Adept at interpreting Special Education regulations and managing alternate special education schools.
- Strong leadership qualities and proven willingness to accept responsibilities demonstrated throughout civilian and military careers.
- High level of self-initiative and resourcefulness in achieving managerial objectives.
- Adept at implementing and maintaining the Mental Illness Management Services (MIMS).

#### EXPERIENCE AND ACCOMPLISHMENTS:

1998 to Present NFI NORTH, INC.

Regional Director

Responsible for overseeing the operations of all programs in my region. Provide leadership, supervision, guidance and clinical support. Responsible for communicating all policies and procedures, contract negotiations and development, fiscal planning and on-call availability.

1994 to 1998 NFI NORTH, INC.

Program Director, North Country Shelter, Jefferson, NH

Responsible for total operations of co-ed program for 15 NH court ordered youth and over twenty five full-time staff. This included placement, counseling, treatment, special education, and all HR functions.

1993 to 1994 NORTHERN NH DEVELOPMENTAL SERVICES & MENTAL HEALTH, Wolfeboro, NH

Residential Coordinator of lower Carroll County located at the Carroll County Mental Health Center. Coordinate and implement all residential programs for individuals with a mental illness. Responsible for all ISO/Enhance family care residential programs. Responsible for all compliance with state and federal regulations.

1983 to 1992 COMMUNITY SERVICES COUNCIL OF MERRIMACK COUNTY, Concord, NH

Program Administrator of the Traumatic Brain Injury Residential Program and the Vocational Training Program, both located at Franklin Falls Farm - 1989 to May 1992

Direct all aspects of rehabilitative services for brain-injured adults and progressive vocational programming for the developmentally disabled. Oversee two program managers and a staff of 18

residential and vocational trainers providing services for a caseload of 30. Administer a \$500,000 annual budget.

Developed a profitable small business program as a vocational training tool for the developmentally disabled.

Established highly successful, non-traditional alternative vocational programs for those in need of more comprehensive therapeutic programming.

Planned/supervised programming and staff involved in developing and delivering three separate vocational training programs for the developmentally disabled and mentally ill throughout central New Hampshire.

Directly involved in agency's receipt of \$200,000 "Mobility Grant" for developing the TBI program.

Established strong relations with other TBI programs nationwide.

Introduced the area's first vocational training program for the developmentally disabled by establishing a day program at a local church hall.

Formulated and implemented all program models and management systems on which the Franklin Falls Farm program was developed.

Implemented and coordinated services with outside therapists (speech, occupational, physical and behavioral).

Supervised all job coaches and trainers.

1980 to 1983 LACONIA STATE SCHOOL AND TRAINING CENTER, Laconia, NH  
Recreational Therapist

#### TEACHING EXPERIENCE

1978 to SAU #4, New Hampshire

1979 Substitute Teacher for Middle-Secondary School

1977 to HOLBROOK SCHOOL, Holbrook, MA

1978 Substitute Teacher for Middle-Secondary School.

#### MILITARY EXPERIENCE:

1978 to UNITED STATES ARMY NATIONAL GUARD, Concord, NH

1998 Demonstrated strong leadership and management abilities resulting in career progress from the rank of Private to current rank of Lt. Colonel. Served as the Deputy Director of Personnel overseeing a staff of 20 at the Starc level. One of New Hampshire's first two female soldiers to graduate from Officer Candidate School. 1988 recipient of the NH Army Commendation Medal for Outstanding Service. 1986 recipient of the Army Commendation Medal for Meritorious Achievement. NH's 1985 Junior Officer of the Year. 1993 recipient of the Meritorious Service Medal for Exceptional Meritorious Service.

EDUCATION: North Adams State College, North Adams, MA. B.A. in Sociology.

#### PROFESSIONAL DEVELOPMENT:

1984 to Present Completion of many staff development workshops and seminars related to direct care and management within human services.

1995 Facilitator/Trainer of Moderate Level Challenge Course.

1989 to 1993 U.S. ARMY GENERAL COMMAND AND STAFF COLLEGE, Londonderry, NH  
Officers training in management, administration, counseling and executive responsibilities.

1987 U.S. ARMY INSTITUTE FOR PROFESSIONAL DEVELOPMENT, Newport News, VA  
Advanced Management, leadership and administration.

1981 U.S. ARMY, Aberdeen, MD - Officer Basic Course.

Deborah M Weeks  
[REDACTED]  
[REDACTED]  
[REDACTED]

#### **Profile/Qualifications**

- **Motivated, personable business professional**, who is dedicated and focused; able to prioritize and complete multiple tasks and follow through to achieve goals
- **Diplomatic and tactful** with professionals and non-professionals; able to grow positive relationships with clients and colleagues at all organizational levels
- **Accustomed to handling** sensitive, confidential records; demonstrated history of documenting accurate, timely reports
- **Flexible and versatile team player** open to learning new concepts quickly, working well under pressure, and communicating ideas clearly and effectively.
- **Strong leader** providing regular supervision, encouragement and teaching skills to several staff members.

#### **Employment Experience**

NFI NORTH ARRAY OF SERVICES:

DAVENPORT SCHOOL

APRIL 2016-PRESENT

JEFFERSON, NH

**Position Held: Program Director**

- Promoted to manage a residential program and school for at risk youth to include a staff team of 40+ employees
- Responsible for staff supervision and coordination of staff training
- Attend treatment meetings for clients and assist in implementing treatment plans
- Communicate with Funding Providers and Outside Resources
- Responsible for oversight of payroll, billing and staying within a set budget
- Oversee compliance standards for Bureau of Nutrition
- Continuously update Policy and Procedure guidelines as mandated by Licensing and Certification.
- Responsible for all clinical and programmatic operations, including intake, discharge, counseling, service/discharge plans, fiscal management, hiring and terminating of staff, marketing, and licensing of foster homes

NFI NORTH ARRAY OF SERVICES:

DAVENPORT SCHOOL

JULY 2013-APRIL 2016

JEFFERSON, NH

**Position Held: Assistant Program Director**

- Responsible for staff supervision and coordination of staff training
- Attend treatment meetings for clients and assist in implementing treatment plans
- Communicate with Funding Providers and Outside Resources
- Oversee house management and ensure safety of building and vehicles (supply ordering, maintenance delegation and complete regular inspections)
- Actively engage with clients and staff to promote healthy relationships between management, direct care staff and clients
- Support the Program Director in overall program operations.

NFI NORTH COUNTRY SHELTER  
JEFFERSON, NH

AUGUST 2007-JULY 2013

**Positions Held: Shift Supervisor, Direct Care Counselor and Teacher's Aide**

- Working with court ordered juveniles in an alternative school setting
- Assisting teachers in teaching, disciplining and role modeling for clients
- Help coordinate and implement the curriculum for special education teaching, following through with students IEP's.
- Report directly to Juvenile Probation Parole Officers ( JPPO's), families, sending school districts, and supervisors on a regular basis
- Organize daily events, and document daily and weekly progress on clients
- Facilitate counseling for clients in individual and group settings
- Provide therapeutic intervention services to clients using individual and group treatment.

TANSUN PLACE RESTAURANT/CATERING  
GROVETON, NH  
**Position Held: Owner/Manager**

APRIL 1989-PRESENT

- Managed the overall performance of food service facility and kitchen operations.
- Directed the recruitment, interviewing, hiring, training, motivation and evaluation of crews.
- Oversaw the quality of recipes, service standards, and sanitation practices.
- Controlled fiscal aspects of business operations and met financial goals.
- Coordinated work schedules, ordered food and supplies, and developed restaurant team.
- Supervised the preventative maintenance and upkeep of equipment, facility, and grounds.
- Ensured a safe workplace and pleasant customer service experience.

### Community Service

CASA OF NEW HAMPSHIRE  
COLEBROOK, NH

FEBRUARY 2008-MAY 2016

**Position Held: CASA/GAL**

- Volunteer court appointed advocate for abuse and neglect children in the State of NH
- Meeting with clients regularly and assessing their needs
- Getting support in place for their needs
- Attending court hearings to advocate for their needs
- Writing reports for the court

TOWN OF NORTHUMBERLAND  
NORTHUMBERLAND, NH

MARCH 2008-MARCH 2017

**Position Held: Chairman of the Board: Trustees of the Trust Funds  
Justice of the Peace**

- Account for all the town's monies held in trust
- Basic bookkeeping and accounting
- Accountability to local and state officials
- Grant writing and advocacy for town funds
- Set up of investment policies
- Notarize official documents
- Assist with maintaining budgetary disciplines for the Town of Northumberland, abiding by the laws set forth by the State of New Hampshire

**Education Experience**

GRANITE STATE COLLEGE  
Littleton, NH

Paralegal Certificate

August 2007

SPRINGFIELD COLLEGE  
St. Johnsbury, VT

BS in Human Services

December 2010

SPRINGFIELD COLLEGE  
St. Johnsbury, VT

MS in Human Services (MOML)

December 2012

**References Available Upon Request**



# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

Contractor Name: NFI North Inc.

Name of Contract: DHHS Juvenile Detention Alternative Initiative Services

BUDGET PERIOD: SFY 19				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Jan Williamson	Regional Director	\$98,800	0.00%	\$0.00
Deborah Weeks	Program Director	\$58,280	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

BUDGET PERIOD: SFY 20				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Jan Williamson	Regional Director	\$102,752	0.00%	\$0.00
Deborah Weeks	Program Director	\$61,651	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
*DIVISION FOR CHILDREN, YOUTH & FAMILIES*

Jeffrey A. Meyers  
Commissioner

Lorraine Bartlett  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4451 1-800-852-3345 Ext. 4451  
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 9, 2016 **B&C Approved**

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

Date 3/23/16

Item # 115

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into amendments with the vendors identified below to exercise the renewal option in their existing agreements for the provision of Juvenile Detention Alternative Initiative Services to court involved youths, by increasing the price limitation by \$75,000 from \$56,250, to an amount not to exceed \$131,250, and by extending the contract completion date from June 30, 2016 to June 30, 2018, effective July 1, 2016 or date of Governor and Executive approval, whichever is later. The original contracts were approved by Governor and Executive Council on March 25, 2015 (Item #8). Funds to support this request are 100% General Funds.

Vendor	Vendor #	Location	Total
Dover Children's Home	233643	Dover	\$26,250
Nashua Children's Home	233615	Nashua	\$26,250
NFI, North Inc.	177575-B001	Contoocook	\$26,250
Pine Haven Boys Center	174119-P001	Allenstown	\$26,250
Webster House	154142	Manchester	\$26,250
Total:			\$131,250

Funds to support this request are anticipated to be available in the following account for State Fiscal Year 2017 and State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD FAMILY SERVICES**

State Fiscal Year	Class Title	Activity Code	Class/Object	Current Amount	Increase/Decrease	Modified Amount
2015	Out of Home Placements	42105824	535-500376	\$18,750	\$0	\$18,750
2016	Out of Home Placements	42105824	535-500376	\$37,500	\$0	\$37,500
2017	Out of Home Placements	42105824	535-500376	\$0	\$37,500	\$37,500
2018	Out of Home Placements	42105824	535-500376	\$0	\$37,500	\$37,500
Total				\$56,250	\$75,000	\$131,250

Please see attachment for fiscal details.

### EXPLANATION

The purpose of this amendment is to exercise the renewal options in the attached contracts to ensure temporary residential services are available for immediate use for juveniles for a minimum of one (1) day to a maximum of five (5) days as an alternative to secure detention.

Juvenile Detention Alternative Initiative (JDAI) Services are an alternative to secure detention that can be an effective response when a juvenile commits delinquent offenses, violates court orders or conditional release pursuant to RSA 169-B, which do not meet the threshold for detention but due to the emergent nature of their behavior need immediate, temporary residential services. Alternatives to secure detention enhance the public safety, provide supervision of the alleged offender, and allow for case planning based on the Division for Children, Youth and Families Practice Model.

All juveniles authorized to receive Juvenile Detention Alternative Initiative Services must be accompanied by a copy of the Juvenile Detention Alternative Initiative Risk Assessment Screening Tool, a medical authorization signed by the Juvenile's parent/guardian and a written or verbal order from the court (juveniles with dual or deferred orders may not be accepted) upon admission into the program.

The original contracts were competitively bid; the Department of Health and Human Services was presented with a total of five (5) applications for the provision of Juvenile Detention Alternative Initiative Services in response to a Request for Applications that was posted on the Department's website from August 20, 2014 through October 10, 2014. After careful review all five (5) of the applicants were selected.

The original contracts calls for the provision of these services for approximately one and one half years and reserves the Division's right to renew the agreement for up to four additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

The Division has been satisfied with the services provided and is requesting approval to exercise two years of the renewal option reserving the Division's option to renew the remaining two years based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, juveniles who commit lower level delinquent offenses or violate court orders or conditional release, could be securely detained instead of being placed in an alternative to detention program. Studies have shown that youth who are unnecessarily detained end up more deeply involved in the Juvenile Justice system and their rates of recidivism increase. Juvenile Detention Alternative Initiative Services aims to maintain safety while keeping the youth closer to home, resulting in minimal disruption to educational programming and community-based services.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Jeffrey A. Meyers  
Commissioner

**Fiscal Details for Juvenile Detention Alternative Initiative Services**

**Dover Children's Home (Vendor #233643)**

207 Locust Street, Dover NH 03820

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Modified Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

**Nashua Children's Home (Vendor # 233615)**

125 Amherst Street, Nashua NH 03064

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

**NFI North, Inc. (Vendor # 177575-B001)**

PO Box 417, 40 Park Lane, Contoocook, NH 03229

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Contract Amount
535-500376	Out of Home Placements	442105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

**Pine Haven Boys Center (Vendor #174119-P001)**  
 PO Box 162, 133 River Road, Suncook, NH 03275

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

**Webster House (Vendor #154142)**  
 135 Webster Street, Manchester NH 03104

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>
			<b>Total:</b>	<b>\$56,250</b>	<b>\$75,000</b>	<b>\$131,250</b>



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Juvenile Detention Alternative Initiative Services Contract**

This first (1<sup>st</sup>) Amendment to the Juvenile Detention Alternative Initiative Services contract (hereinafter referred to as "Amendment #1") dated this 20<sup>th</sup> day of November 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NFI North, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 40 Park Lane, Contoocook, NH 03229.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 25, 2015 (Item #8), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, "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 by the Governor and Executive Council of the State of New Hampshire" and Exhibit C-1, Revisions to Standard Provisions, Paragraph 4, the State may renew the agreement for up to four additional years, by written agreement of the parties; and

WHEREAS, State and the Contractor have agreed to increase the price limitation, and extend the Contract;

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

To amend as follows:

1. Form P-37, General Provision, Item 1.7, Completion Date to read:  
June 30, 2018
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$26,250

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.

New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

2/10/16  
Date

Mary Ann Cooney  
Mary Ann Cooney  
Associate Commissioner

1/29/16  
Date

NFI North, Inc.  
Paul L. Dann, PhD  
Name  
Title EXECUTIVE DIRECTOR

Acknowledgement:

State of NH, County of Merrimack on 1/29/16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Joanne M. Daufen Office Manager  
Name and Title of Notary or Justice of the Peace





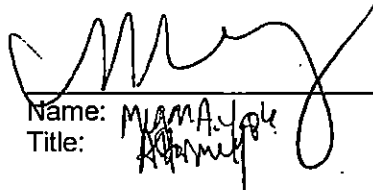
New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services



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

OFFICE OF THE ATTORNEY GENERAL

Date 3/3/14

  
Name: M. A. J. J.  
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF NEW HAMPSHIRE  
MAR 11 '15 AM 7:58 DAS  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES

*DIVISION FOR CHILDREN, YOUTH & FAMILIES*

Nicholas A. Toumpas  
Commissioner

Lorraine Bartlett  
Acting Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4451 1-800-852-3345 Ext. 4451  
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 12, 2015

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, Office of Human Services, Division for Children, Youth and Families to enter into agreements with the vendors identified below to provide Juvenile Detention Alternative Initiative Services to court involved youths in an amount not to exceed \$56,250, effective upon Governor and Council approval through June 30, 2016. The agreements are funded with 100% General Funds.

Vendor	Vendor #	Location	Total
Dover Children's Home	233643	Dover	\$11,250
Nashua Children's Home	233615	Nashua	\$11,250
NFI North, Inc.	177575-B001	Contoocook	\$11,250
Pine Haven Boys Center	174119-P001	Allenstown	\$11,250
Webster House	154142	Manchester	\$11,250
Total:			\$56,250

Funds are available in the following account for State Fiscal Year 2015 and are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriation of funds in the future operating budget, with ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
HUMAN SERVICES, CHILD PROTECTION, CHILD FAMILY SERVICES

State Fiscal Year	Class Title	Activity Code	Class/Object	Contract Amount
2015	Out of Home Placements	42105824	535-500376	\$18,750
2016	Out of Home Placements	42105824	535-500376	\$37,500
Total				\$56,250

Please see attachment for fiscal details.

### EXPLANATION

The purpose of this request is to ensure temporary residential services are available for immediate use for juveniles for a minimum of one (1) day to a maximum of five (5) days as an alternative to secure detention.

Juvenile Detention Alternative Initiative (JDAI) Services are an alternative to secure detention that can be an effective response when a juvenile commits delinquent offenses, violates court orders or conditional release pursuant to RSA 169-B, which do not meet the threshold for detention but due to the emergent nature of their behavior need immediate, temporary residential services. Alternatives to secure detention enhance the public safety, provide supervision of the alleged offender, and allow for case planning based on the Division for Children, Youth and Families Practice Model.

All juveniles authorized to receive Juvenile Detention Alternative Initiative Services must be accompanied by a copy of the Juvenile Detention Alternative Initiative Risk Assessment Screening Tool, a medical authorization signed by the Juvenile's parent/guardian and a written or verbal order from the court (juveniles with dual or deferred orders may not be accepted) upon admission into the program.

The Department of Health and Human Services was presented with a total of five (5) applications for the provision of Juvenile Detention Alternative Initiative Services in response to a Request for Applications that was posted on the Department's website from August 20, 2014 through October 10, 2014. After careful review all five (5) of the applicants were selected. The bid summary is attached.

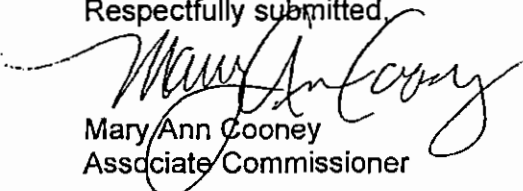
The attached contracts calls for the provision of these services for approximately one and one half years and reserves the Division's right to renew the agreement for up to four additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, juveniles who commit lower level delinquent offenses or violate court orders or conditional release, could be securely detained instead of being placed in an alternative to detention program. Studies have shown that youth who are unnecessarily detained end up more deeply involved in the Juvenile Justice system and their rates of recidivism increase. Juvenile Detention Alternative Initiative Services aims to maintain safety while keeping the youth closer to home, resulting in minimal disruption to educational programming and community-based services.

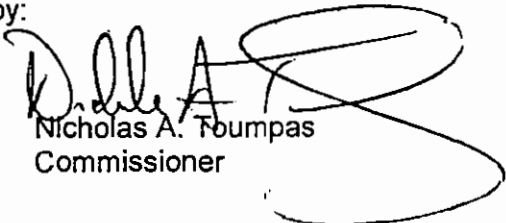
Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

  
Mary Ann Cooney  
Associate Commissioner

Approved by:

  
Nicholas A. Toupas  
Commissioner

## Fiscal Details for Juvenile Detention Alternative Initiative Services

### Dover Children's Home (Vendor #233643)

207 Locust Street, Dover NH 03820

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

### Nashua Children's Home (Vendor # 233615)

125 Amherst Street, Nashua NH 03064

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

### NFI North, Inc. (Vendor # 177575-B001)

PO Box 417, 40 Park Lane, Contoocook, NH 03229

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	442105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

### Pine Haven Boys Center (Vendor #174119-P001)

PO Box 162, 133 River Road, Suncook, NH 03275

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

### Webster House (Vendor #154142)

135 Webster Street, Manchester NH 03104

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>
			<b>Total:</b>	<b>\$56,250</b>

**RFA 15-DHHS-OHS-DCYF-RFA-13**  
**Juvenile Detention Alternatives Initiative Services**  
**Application Review**  
**October 13, 2014**

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<b>Applicant</b>	<b>Select</b>	<b>Non Select</b>
Nashua Children's Home	X	
Pine Haven Boys Center	X	
NFI North, Inc.	X	
Dover Children's Home	X	
Webster House	X	

**Review Committee**

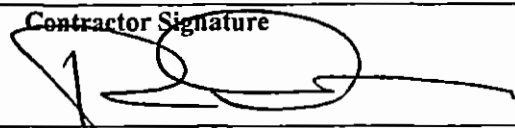
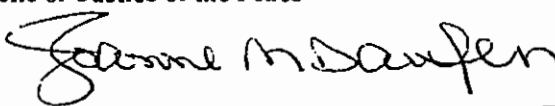
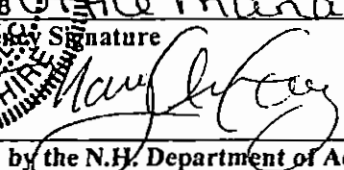
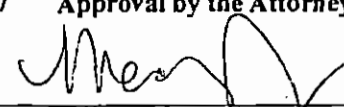
<b>Name</b>	<b>Title</b>
<b>Michele L. Smith</b>	<b>Program Specialist IV</b>
<b>Kathleen Talbot</b>	<b>Program Specialist IV</b>
<b>Pamela Sullivan</b>	<b>Program Specialist IV</b>

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Subject: Juvenile Detention Alternative Initiative Services**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> NFI North, Inc.		<b>1.4 Contractor Address</b> PO Box 417 40 Park Lane Contoocook NH 03229	
<b>1.5 Contractor Phone Number</b> (603) 746-7550	<b>1.6 Account Number</b> 05-095-42-421010-29580000	<b>1.7 Completion Date</b> June 30, 2016	<b>1.8 Price Limitation</b> \$11,250
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> (603) 271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Paul L. Dann PhD, Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merrimack</u> On <u>2/6/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> 			
<b>1.13.2 Name and Title of Notary Public or Justice of the Peace</b> JOANNE M. DAVENPORT MY COMMISSION EXPIRES JULY 24, 2018 Joanne M. Davenport Office Manager			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> MARY ANN CAREY Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. York - Attorney On: <u>3/2/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

## 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each



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

#### **15. WORKERS' COMPENSATION.**

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

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

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

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

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

#### **19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. General Terms and Conditions of Contract

- 1.1. All juveniles authorized to receive JDAI Services must be accompanied by a copy of the JDAI Risk Assessment Screening Tool, a medical authorization signed by the Juvenile's parent/guardian and a written or verbal order from the court (juveniles with dual or deferred orders may not be accepted) upon admission into the program..
- 1.2. The Contractor will submit a detailed description of the language assistance services they will provide to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

#### 2. Services to be Provided

- 2.1. The Contractor will provide temporary residential services available for immediate use for a juvenile for a minimum of one (1) day to a maximum of five (5) days, including weekends and holidays. Temporary residential services will include but not be limited to:
  - 2.1.1. Supervision of the juvenile.
  - 2.1.2. Nutritional needs of the juvenile.
  - 2.1.3. Accommodations for the juvenile to address their personal hygiene.
  - 2.1.4. Toiletries for the juvenile (such as toothbrush, toothpaste, soap, feminine requirements etc.).
  - 2.1.5. Proper sleeping and privacy accommodations for the juvenile in accordance with He-4001.
  - 2.1.6. Transportation for the juvenile only when related to emergency or urgent medical needs.
- 2.2. The Contractor will ensure proper documentation upon acceptance of any juvenile.
- 2.3. The Contractor may deny a juvenile or contact the referring agency for the removal of a juvenile if the juvenile is exhibiting any of the following behaviors:
  - 2.3.1. suicidal ideation,
  - 2.3.2. presently under the influence of drugs and/or alcohol, or
  - 2.3.3. significant aggressive and/or violent behavior.
- 2.4. The Contractor will maintain licensing through He-4001 and remain certified through He-C 6350 by the New Hampshire Department of Health and Human Services (the contractor is not required to provide the clinical services within He-C 6350).
- 2.5. The Contractor will work with the assigned Juvenile Probation and Parole Officer (JPPO) to plan for the juvenile's discharge and/or further placement needs.



Exhibit B

**Method and Conditions Precedent to Payment**

1. This contract is funded with 100% general funds, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred.
2. The Department shall pay the Contractor an amount not to exceed, on Form P-37, block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A. Scope of Services.
3. Payment for services shall be at a rate of one-hundred and fifty (\$150.00) per day, for each juvenile that receives services under this program.
  - 3.1. JDAI services for twenty-four (24) hours or less shall be paid for one day of service.
  - 3.2. JDAI services beyond twenty-four (24) hours will be paid the daily rate, stated in Exhibit B section 3, for each calendar day that the juvenile is authorized for JDAI services.
  - 3.3. JDAI services cannot exceed five (5) days, per juvenile, including weekends and holidays.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor will submit an invoice within thirty (30) days of providing services, which identifies and requests reimbursement for authorized expenses. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
    - 4.1.1. The Contractor will include the following documentation with the invoice:
      - 4.1.1.1. A copy of the court order for JDAI services;
      - 4.1.1.2. A copy of the JDAI Risk Assessment Screening Tool; and
      - 4.1.1.3. a medical authorization signed by the Juvenile's parent/guardian.
    - 4.1.2. Invoices must be submitted to:  
Attn: NH JDAI Coordinator  
NH Department of Health and Human Services  
Division for Children, Youth and Families  
1056 North River Road  
Manchester, NH 03104
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

*[Signature]*  
*2/6/15*



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

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3/6/15





REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. CONDITIONAL NATURE OF AGREEMENT.  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. 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 insurance 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 with additional general liability umbrella insurance coverage of not less than \$10,000,000; and
4. The Department reserves the right to renew the Agreement for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council

*RD*  
*2/6/15*



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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

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


2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

2/6/15  
Date

  
Name: Paul L. Dann  
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

Name: Paul L. Dahn PhD  
Title: Executive Director

02/06/15  
Date



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

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

#### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

Name:

Paul L. Dann, PhD

Title:

Executive Director

02/06/15  
Date

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2/6/15



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

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

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

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

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

Exhibit G

Contractor Initials

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

Date

*PD*  
*2/6/15*

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

02/06/15  
Date


  
Name: Paul L. Danner PhD  
Title: Executive Director

Exhibit G

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

Contractor Initials

PD

Date 3/6/15



**New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services**



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**State of New Hampshire  
Department of Health and Human Services**

**Amendment #2 to the Juvenile Detention Alternative Initiative Services Contract**

This 2nd Amendment to the Juvenile Detention Alternative Initiative Services contract (hereinafter referred to as "Amendment #2") dated this 20 day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Pine Haven Boys Center, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 133 River Road, Suncook, New Hampshire 03275.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 25, 2015, (Item #8), as amended on March 23, 2016, (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$41,250.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
5. Add Exhibit K, DHHS Information Security Requirements.

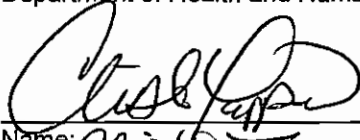
New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services



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

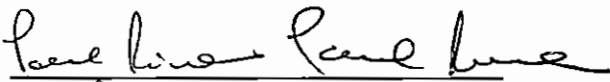
State of New Hampshire  
Department of Health and Human Services

5/29/18  
Date

  
Name: Christine Tappan  
Title: Associate Commissioner

PINE HAVEN BOYS CENTER

05/09/2018  
Date

 6/6/2018  
Name: PAUL RIVA  
Title: SK. DIRECTOR

Acknowledgement of Contractor's signature:

State of NH, County of MERRIMACK on JUNE 6, 2018 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

  
Signature of Notary Public or Justice of the Peace

PATRICIA A. CHESHIRE  
Name and Title of Notary or Justice of the Peace

**PATRICIA A. CHESHIRE, Notary Public**  
**My Commission Expires April 8, 2020**

My Commission Expires: \_\_\_\_\_

**New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services**



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

OFFICE OF THE ATTORNEY GENERAL

4/5/19  
Date

[Signature]  
Name: Melissa A. [unclear]  
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

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

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

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

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

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



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

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

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

##### A. Business Use and Disclosure of Confidential Information.

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

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# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



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

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

#### B. Disposition

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

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements

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

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# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



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

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

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# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements

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

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

#### V. LOSS REPORTING

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

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

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

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**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**VI. PERSONS TO CONTACT**

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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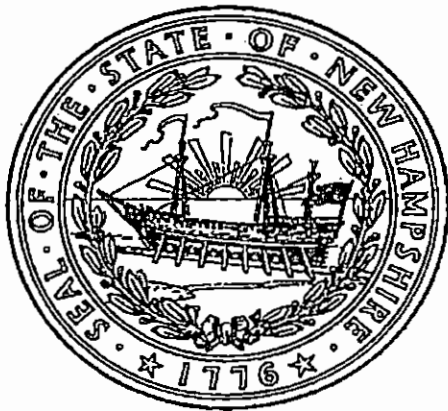
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PINE HAVEN BOYS CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 26, 1969. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64764



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of July A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

- I, KEVIN McMAHON do hereby certify that:  
(Name of Clerk of the Corporation: cannot be contract signatory)
1. I am a duly elected Officer of PINE HAVEN BOYS CENTER  
(Corporation Name)
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 5-8-2018  
(Date)

RESOLVED: That the EXECUTIVE DIRECTOR  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 9<sup>th</sup> day of may, 2018  
(Contract Signed)
4. PAUL RIVA is the duly elected EXECUTIVE DIRECTOR  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]  
(Signature of Elected Officer)

STATE OF NEW HAMPSHIRE

County of HERKIMACK

The forgoing instrument was acknowledged before me this 9<sup>th</sup> day of may, 2018.

By KEVIN McMAHON  
(Name of Elected Officer of The Agency)

[Signature]  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

PAUL RIVA, Notary Public  
My Commission Expires April 8, 2020  
Commission Expires: \_\_\_\_\_

# Certificate of Coverage

Date: 5/16/2017

**Certificate Holder**

Pine Haven Boys Center, Inc., Allenstown, NH  
P.O. Box 162  
Suncook, NH 03275

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

**Company Affording Coverage**

THE CATHOLIC MUTUAL RELIEF  
SOCIETY OF AMERICA  
10843 OLD MILL RD  
OMAHA, NE 68154

**Covered Location**

Pine Haven Boys Center Inc.  
River Road-Allenstown  
P.O. Box 162  
Suncook, NH 03275

**Coverages**

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability	8539	6/30/2017	6/30/2018	Each Occurrence	2,000,000
<input checked="" type="checkbox"/> Occurrence				General Aggregate	
<input type="checkbox"/> Claims Made				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage verified for the Pine Haven Boys Home, for the term of the certificate.

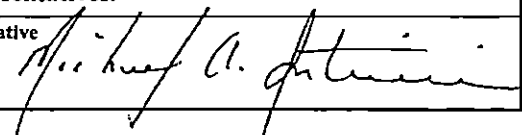
**Holder of Certificate**

**Cancellation**

State of New Hampshire Department of Health and Human Services

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative



0377000012



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/22/2017

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

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

PRODUCER C.M.G. Agency, Inc 10843 Old Mill Road  Omaha, NE 68154  INSURED Pine Haven Boys Center, Inc PO Box 162  Suncook, NH 03275	CONTACT NAME: C.M.G. Agency, Inc PHONE (A/C No. Ext): 402-551-8765 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: Church Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
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## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	0321103-07-010244	06/30/2017	06/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Coverage verified for Pine Haven Boys Center, Inc. for the term of the certificate.

## CERTIFICATE HOLDER

State of New Hampshire Department of Health and Human Services	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE C.M.G. Agency, Inc.
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### **Mission Statement**

Pine Haven is committed to providing children with positive experiences and success oriented programs. The process is to identify appropriate behaviors: catching the child doing right. The ultimate goal is to have the youngster return to his family, school and community. When reunification is not the plan, Pine Haven is committed to promoting the optimal, possible level of involvement between the child and his family. Pine Haven honors the dignity, resources and strengths of families and is dedicated to involving them in all major decisions affecting their children.

**PINE HAVEN BOYS CENTER**

**FINANCIAL REPORT**

**JUNE 30, 2017**

*PINE HAVEN BOYS CENTER*

*FINANCIAL REPORT*

*JUNE 30, 2017*

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## *INDEPENDENT AUDITOR'S REPORT*

To the Board of Directors  
Pine Haven Boys Center  
Allenstown, New Hampshire

We have audited the accompanying financial statements of Pine Haven Boys Center (a nonprofit organization), which comprise the statements of financial position as of June 30, 2017, and 2016, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

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

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

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pine Haven Boys Center as of June 30, 2017 and 2016, and the changes in its net assets, functional expenses, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Plodzik & Sanderson  
Professional Association*

December 19, 2017

**PLODZIK & SANDERSON**  
*Professional Association / Accountants & Auditors*

## ***FINANCIAL STATEMENTS***

*PINE HAVEN BOYS CENTER*  
*STATEMENTS OF FINANCIAL POSITION*  
*JUNE 30, 2017 AND 2016*

ASSETS

	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 937,947	\$ 1,226,007
Cash - temporarily restricted	184,095	178,801
Accounts receivable	245,385	391,849
Prepaid expenses	72,140	28,317
Total current assets	<u>\$ 1,439,567</u>	<u>\$ 1,824,974</u>
PROPERTY AND EQUIPMENT		
Building improvements	\$ 794,075	\$ 774,575
Furniture and fixtures	45,190	45,190
Office equipment	68,882	68,882
Equipment	140,839	137,850
Vehicles	95,332	95,332
	<u>\$ 1,144,318</u>	<u>\$ 1,121,829</u>
Less accumulated depreciation	933,129	893,014
	<u>\$ 211,189</u>	<u>\$ 228,815</u>
TOTAL ASSETS	<u><u>\$ 1,650,756</u></u>	<u><u>\$ 2,053,789</u></u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 1,462	\$ 16,578
Accrued expenses	216,478	169,621
Total current liabilities	<u>\$ 217,940</u>	<u>\$ 186,199</u>
NET ASSETS		
Unrestricted		
Net investment in property and equipment	\$ 211,189	\$ 228,816
Board designated	500,000	1,046,367
Undesignated	537,532	413,606
	<u>\$ 1,248,721</u>	<u>\$ 1,688,789</u>
Temporarily restricted	184,095	178,801
Total net assets	<u>\$ 1,432,816</u>	<u>\$ 1,867,590</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 1,650,756</u></u>	<u><u>\$ 2,053,789</u></u>

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

*PINE HAVEN BOYS CENTER  
STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016*

	<u>2017</u>	<u>2016</u>
CHANGES IN UNRESTRICTED NET ASSETS:		
OPERATING REVENUE AND GAINS (LOSSES)		
Board and care	\$ 1,826,789	\$ 1,408,636
Tuition and registration	778,918	756,270
U.S. Department of Agriculture	36,622	33,042
Total unrestricted operating revenue	<u>\$ 2,642,329</u>	<u>\$ 2,197,948</u>
EXPENSES		
Program services:		
Instruction	\$ 577,565	\$ 511,139
Board and care	1,530,743	1,316,388
Supporting services:		
Administration	249,266	266,492
Total operating expenses	<u>\$ 2,357,574</u>	<u>\$ 2,094,019</u>
INCREASE IN UNRESTRICTED NET ASSETS FROM OPERATIONS	<u>\$ 284,755</u>	<u>\$ 103,929</u>
CHANGES IN UNRESTRICTED NET ASSETS:		
NON-OPERATING REVENUE AND GAINS (LOSSES)		
Settlement Proceeds	\$ -	\$ 393,686
Interest Income	1,385	774
Donation expense	(746,367)	-
Total unrestricted non-operating revenue	<u>\$ (744,982)</u>	<u>\$ 394,460</u>
NET ASSETS RELEASED FROM RESTRICTIONS		
Satisfaction of program restrictions	<u>\$ 20,144</u>	<u>\$ 15,961</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>\$ (440,083)</u>	<u>\$ 514,350</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS		
Contributions and interest earned	\$ 25,453	\$ 36,353
Net assets released from restrictions	<u>(20,144)</u>	<u>(15,961)</u>
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>\$ 5,309</u>	<u>\$ 20,392</u>
INCREASE IN NET ASSETS	\$ (434,774)	\$ 534,742
NET ASSETS - BEGINNING	<u>1,867,590</u>	<u>1,332,848</u>
NET ASSETS - ENDING	<u><u>\$ 1,432,816</u></u>	<u><u>\$ 1,867,590</u></u>

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

*PINE HAVEN BOYS CENTER  
STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2017*

	Program Services		Support Services	Total
	Instruction	Board and Care	Administration	
<u>Personnel costs</u>				
Salaries and wages	\$ 358,650	\$ 1,045,052	\$ 167,539	\$ 1,571,241
Employee benefits	41,281	137,731	17,594	196,606
Temporary staff	-	22,186	-	22,186
Payroll taxes/workers' compensation insurance	30,713	91,827	9,311	131,851
<u>Professional fees and consultants</u>				
Client evaluations	14,950	-	-	14,950
Audit fees	-	-	13,489	13,489
Legal fees	-	-	3,947	3,947
Other professional fees/consultants	71,747	10,042	2,983	84,772
<u>Staff development and training</u>				
Journal and publications	173	-	198	371
Other staff development	2,751	11,855	325	14,931
<u>Occupancy costs</u>				
Heating costs	7,201	12,766	478	20,445
Other utilities	4,913	13,654	382	18,949
Maintenance and repairs	9,176	30,214	1,906	41,296
<u>Consumable supplies</u>				
Office	-	-	9,540	9,540
Building/household	2,531	10,027	-	12,558
Education/training	6,007	3,459	-	9,466
Food	-	49,369	-	49,369
Medical	-	9,292	-	9,292
Capital expenditures - depreciation	11,396	26,521	2,199	40,116
Equipment maintenance	7,124	6,619	227	13,970
Recreational supplies/expenses	-	10,620	-	10,620
Advertising	-	-	10,181	10,181
Telephone/communications	-	-	4,250	4,250
Postage/shipping	-	-	2,578	2,578
<u>Transportation</u>				
Vehicle leasing/maintenance/repairs	-	3,318	-	3,318
Clients/staff	-	6,893	-	6,893
<u>Assistance to students</u>				
Assistance to students	-	4,510	-	4,510
Clothing/hygiene	-	6,843	-	6,843
<u>Insurance</u>				
Vehicles	346	2,534	-	2,880
Comprehensive property/liability	8,466	14,997	2,127	25,590
<u>Membership dues</u>	140	414	12	566
Total	<u>\$ 577,565</u>	<u>\$ 1,530,743</u>	<u>\$ 249,266</u>	<u>\$ 2,357,574</u>

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



*PINE HAVEN BOYS CENTER*  
*STATEMENT OF FUNCTIONAL EXPENSES*  
*FOR THE YEAR ENDED JUNE 30, 2016*

	Program Services		Support Services	Total
	Instruction	Board and Care	Administration	
<u>Personnel costs</u>				
Salaries and wages	\$ 310,756	\$ 837,407	\$ 177,086	\$ 1,325,249
Employee benefits	43,875	141,874	14,132	199,881
Temporary staff	2,800	21,459	-	24,259
Payroll taxes/workers' compensation insurance	24,753	74,825	8,325	107,903
<u>Professional fees and consultants</u>				
Client evaluations	15,000	-	-	15,000
Audit fees	-	-	11,285	11,285
Legal fees	-	-	21,891	21,891
Other professional fees/consultants	53,262	12,932	3,083	69,277
<u>Staff development and training</u>				
Journal and publications	170	-	-	170
Other staff development	2,564	14,165	139	16,868
<u>Occupancy costs</u>				
Heating costs	7,262	12,976	445	20,683
Other utilities	5,032	12,029	376	17,437
Maintenance and repairs	5,973	25,079	779	31,831
<u>Consumable supplies</u>				
Office	-	-	7,613	7,613
Building/household	319	8,487	-	8,806
Education/training	10,736	4,518	-	15,254
Food	-	42,156	-	42,156
Medical	-	9,486	-	9,486
Capital expenditures - depreciation	11,396	27,566	2,198	41,160
Equipment maintenance	8,307	9,927	1,533	19,767
Recreational supplies/expenses	-	21,528	-	21,528
Advertising	-	-	5,332	5,332
Printing	-	-	4,129	4,129
Telephone/communications	-	-	4,000	4,000
Postage/shipping	-	-	2,408	2,408
<u>Transportation</u>				
Vehicle leasing/maintenance/repairs	-	4,232	-	4,232
Clients/staff	-	5,625	-	5,625
<u>Assistance to students</u>				
Assistance to students	-	7,155	-	7,155
Clothing/hygiene	-	4,980	-	4,980
<u>Insurance</u>				
Vehicles	304	2,228	-	2,532
Comprehensive property/liability	8,490	15,040	728	24,258
Professional liability	-	-	998	998
<u>Membership dues</u>	140	714	12	866
Total	\$ 511,139	\$ 1,316,388	\$ 266,492	\$ 2,094,019

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

*PINE HAVEN BOYS CENTER*  
*STATEMENTS OF CASH FLOWS*  
*FOR THE YEARS ENDED JUNE 30, 2017 AND 2016*

	<u>2017</u>	<u>2016</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (434,774)	\$ 534,742
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	40,116	41,160
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	146,464	(221,698)
(Increase) decrease in prepaid expenses	(43,823)	44,446
Increase (decrease) in accounts payable	(15,117)	(9,078)
Increase (decrease) in accrued expenses	<u>46,857</u>	<u>(31,086)</u>
Net cash provided by (used in) operating activities	\$ (260,277)	\$ 358,486
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property and equipment	<u>(22,489)</u>	<u>(37,690)</u>
Net increase (decrease) in cash and cash equivalents	\$ (282,766)	\$ 320,796
Cash and cash equivalents:		
Beginning	<u>1,404,808</u>	<u>1,084,012</u>
Ending	<u><u>\$ 1,122,042</u></u>	<u><u>\$ 1,404,808</u></u>

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

*PINE HAVEN BOYS CENTER  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2017 AND 2016*

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

*Nature of Organization and Operations*

Pine Haven Boys Center ("The Center"), located in Allentown, New Hampshire, is a voluntary not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for charitable and educational purposes.

The Center operates a non-sectarian, therapeutic intervention and educational program for boys 6 through 16, who are referred by social agencies, schools, families and courts. The Center's goal of treatment is to return youngsters to community life in as short a time as possible, with improved coping skills.

*Basis of Accounting*

The Center prepares its financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

*Net Asset Classes*

The Financial Accounting Standards Board *Accounting Standards Codification* (FASB ASC) topic 958, "Not-for-Profit Entities," requires the reporting of the organization's activities by net asset class (FASB ASC 958-225) as described below:

*Unrestricted Net Assets* result from contributions to the organization that have no donor-imposed restrictions, less all expenses incurred in the operation of the organization.

*Temporarily Restricted Net Assets* result from contributions to the organization whose use is limited by a donor-imposed restriction. Restrictions are typically satisfied either by the passage of time or by the actions of the organization.

*Permanently Restricted Net Assets* result from contributions to the organization that must be maintained permanently. Typically, the future investment returns on such assets may be used in full or in part for the operations of the organization.

*Use of Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect reported amounts and disclosures at the date of the financial statements and during the reporting period. Accordingly, actual results could differ from those estimates.

*Cash and Cash Equivalents*

For purposes of the statement of cash flows, the Center considers all highly liquid investments available for current use, with an initial maturity of three months or less, to be cash equivalents.

*Income Taxes*

The Center is a non-profit corporation determined to be exempt from Federal income tax under the Internal Revenue Code, Section 501(c)(3), and is not a private foundation within the meaning of Section 509(a).

*Revenue Recognition*

The Center reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Center reports gifts of land, buildings, and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Center reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

*PINE HAVEN BOYS CENTER  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2017 AND 2016*

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

*Functional Allocation of Expenses*

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are charged to each program based on direct expenses incurred or estimated usage.

*Expense Allocation*

All direct and overhead expenses have been allocated to comply with the rate-setting guidelines provided by New Hampshire Department of Education and the Division for Children, Youth and Families, to which these statements and other financial documents and applications are submitted by the Center.

*Property and Equipment*

Property and equipment are recorded at cost when purchased and fair market value when donated. It is the Center's policy to capitalize expenditures for these items in excess of \$1,000. Lesser amounts are generally expensed. Depreciation is calculated using the straight-line method over the following estimated useful lives:

	<u>Years</u>
Building improvements	10 - 20
Vehicles and equipment	5 - 15
Furniture and fixtures	5 - 7

*Advertising Costs*

The Center expenses advertising costs as incurred in accordance with the American Institute of Certified Public Accounts Statement of Position 93-7 "Reporting on Advertising Costs." Advertising costs are expensed as incurred. Advertising expense for the years ended June 30, 2017 and 2016 was \$10,181 and \$5,332, respectively.

*Accounting for Income Taxes*

The Center considers the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 740-10 *Accounting for Uncertainty in Income Taxes*. The purpose of this topic is to clarify whether non-profit organizations may include tax benefits from uncertain tax positions in their financial statements. The Center records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. The Center recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. The Center is no longer subject to U.S. federal and state informational return examinations by tax authorities for years before 2013. The Center has evaluated its tax positions and concludes that there are no tax positions it has taken which if challenged would result in a material effect on the financial statements.

**NOTE 2 - CONCENTRATION OF RISK**

The Center maintains a majority of its cash balances in three financial institutions located in Concord, New Hampshire. The June 30, 2017 and 2016 balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 and \$250,000, respectively. At June 30, 2017 and 2016, the Center's uninsured cash balances total \$195,634 and \$77,535, respectively.

*PINE HAVEN BOYS CENTER  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2017 AND 2016*

**NOTE 3 - ACCRUED EXPENSES**

Accrued expenses are comprised as follows:

	<u>2017</u>	<u>2016</u>
Accrued payroll	\$ 106,737	\$ 82,348
Accrued vacation	61,455	48,910
Accrued earned time	<u>48,287</u>	<u>38,362</u>
	<u>\$ 216,478</u>	<u>\$ 169,621</u>

**NOTE 4 - CURRENT VULNERABILITY DUE TO CONCENTRATIONS**

The Center receives a substantial amount of its support from the New Hampshire Department of Health and Human Services, Division for Children, Youth, and Families in the form of board and care revenue, and from the New Hampshire Department of Education, for student instruction. It is reasonably possible that in the near term these contracts could cease, which would cause a severe impact on the Center and its ability to continue its operations in its present capacity. The Center does not expect that the support from these governmental agencies will be lost in the near term.

**NOTE 5 - DEFINED CONTRIBUTION RETIREMENT PLAN**

The Center has a defined contribution retirement plan (the Plan) qualified under Section 403(b) of the Internal Revenue Code covering all employees who have attained the age of 21 with at least two consecutive years of service. The Center makes a contribution to the Plan each year equal to 5% of the compensation of all participants. The Center's contributions to the Plan for the years ended June 30, 2017 and 2016 amounted to \$35,853 and \$34,652, respectively.

**NOTE 6 - LEASE COMMITMENTS**

*Operating Leases*

The Center leases its facilities from the Order of St. Jerome Aemilian, Inc. (The Order). The Center and the Order entered into a one-year lease dated March 4, 2003, commencing July 1, 2003 through June 30, 2004. The lease provides for options to renew for six additional periods of one year through June 30, 2010. The lease provides for minimum annual rent based upon the sum of the following components: a) an amount representing the total annual depreciation of buildings or improvements which the Order has constructed for use by the Center; and b) an amount representing the total annual interest on borrowings used by the Order to construct or improve the buildings for use by the Center. The Center is also responsible for the payment of taxes, insurance, repairs and maintenance and utilities incurred in connection with use of the property owned by the Order. Total rent expense in these financial statements under this lease amounts to \$-0- and \$-0- for the years ended June 30, 2017 and 2016, respectively.

The Center leases a copier machine at \$198 per month for 63 months. The term of the lease is January 23, 2013 through March 23, 2018. Rent expense was \$2,374 and \$2,374, respectively, for the years ended June 30, 2017 and 2016.

Future minimum lease payments under the leases as of June 30, 2016 are as follows:

2018	<u>\$ 1,780</u>
------	-----------------

*PINE HAVEN BOYS CENTER  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2017 AND 2016*

**NOTE 7 - TEMPORARILY RESTRICTED NET ASSETS**

The Center's temporarily restricted net assets are available for the following purposes:

	2017	2016
Special projects	\$ 182,015	\$ 176,721
Winter recreation	2,080	2,080
	<u>\$ 184,095</u>	<u>\$ 178,801</u>

**NOTE 8 – BOARD DESIGNATED FUND**

In May 2014, the Board approved the establishment of a Board designated fund and transferred \$500,000 for capital improvement purposes. In May 2016, the Executive Committee of the Board voted to distribute funds to the Pine Haven Boys Center Foundation. Funds totaling \$546,367 were donated to the Foundation on October 18, 2016. At June 30, 2016 and 2015, Board designated funds totaled \$500,000 and \$1,046,367, respectively.

**NOTE 9 – SUPPORTING ORGANIZATION – PINE HAVEN BOYS CENTER FOUNDATION**

Pine Haven Boys Center Foundation is a qualified charitable foundation organized for the purpose of supporting Pine Haven Boys Center. Pine Haven Boys Center receives annual contributions from the Foundation which are temporarily restricted for special projects and therapeutic programs not covered by other funding sources. During the years ended June 30, 2017 and 2016, the Center received temporarily restricted supporting contributions from the Foundation in the amount of \$22,216 and \$27,372, respectively.

**NOTE 10 - LITIGATION**

The Center has pursued litigation in connection with seven rate appeals in which the Center seeks increased rates for services provided on behalf of the New Hampshire Division for Children, Youth, and Families during State fiscal years 2004-2010. The rates awarded at the administrative level for State fiscal years 2004-2006 have been settled. The litigation in connection with the remaining years 2007-2010 was settled in May 2016, with a settlement payment of \$197,319. An additional settlement payment of \$196,367 was received in July 2016, and has been included in accounts receivable as of June 30, 2016.

**NOTE 11 - SUBSEQUENT EVENTS**

The Center did not have any recognized or unrecognized events after June 30, 2017, the date of the statement of financial position. Subsequent events have been evaluated through December 19, 2017, the date the financial statements were available to be issued.

**OFFICERS**

Mr. Kevin McMahon, Ph.D., President (College Professor)

Mr. Jay Meehan. (Mover) Vice President

Rev. Paul Riva, Treasurer and Secretary (Executive Director)

.....

Mr. Richard Bertolami, ( Retired School Resource Person)

Peter Viar (Salesman)

Mr. George Edwards, New England Association of Schools and Colleges

Ms. Maria McKenna (College Professor)

Ms. Sally Kelly (VP Communications, CCA Global)

Ryan Hayes

Tamatha Laramie (Store Manager VP TD Bank)

**NON-VOTING MEMBER**

Rev. Paul Riva (Pine Haven Director)

## Joyce Pollinger

### Professional Profile

- Boston University School of Social Work
- Certified School Adjustment Counselor
- Qualified Fire Assessment Diagnostician

### Professional Highlights

- 12/02- present: Pine Haven Boys Center  
Clinical coordinator
- 9/99-9/00 FirePsych, Inc.  
Assessment and treatment for children.  
*Clinician*
- Fire Assessments
  - Fire Education
- 9/98-12/02 Brandon Residential Treatment Center  
Treating emotionally/behaviorally challenged youth ages 7-17.  
*Administrator of Fire Treatment Services*
- Group therapy
  - Coordinating fire education program
  - Consultation
- 9/94-9/98 Brandon Residential Treatment Center  
*Clinician/Case Manager 1994-1996*  
*Group Therapy Supervisor 1996-1998*
- Individual, family, and group therapy
  - Coordinator of group treatment program
- 1/93-9/94 Concord N.H. Police Department  
*Youth Care Attendant/Car Detail/Support Staff*
- Switchboard/Crimeline operator
  - Data Entry/Supervision of Juveniles
- 11/93-1/96 The Friends Program, Inc.  
*Intakes and Discharges*  
*Coordination of weekend program*
- 1988-1993 Brandon Residential Treatment Program  
*Residential Program Supervisor 1989-1993*  
*Child Care Worker 1988-1989*
- Staff Supervision
  - Responsible for supervision and coordination of the daily operations for up to 16 children and adolescents ages 7-17.



Paul Riva

**Education:**

- Master's Degree in Education with concentration in Counseling. (1998)  
Rivier College, Nashua
- Bachelor's Degree in Theology (1992-1995)  
Pontificio Ateneo S. Anselmo, Rome, Italy
- Bachelor's Degree in Philosophy (1988-1990)  
Pontificio Ateneo S. Anselmo, Rome, Italy

**Experience:**

July 2008- present: Pine Haven Executive Director

January 1999- July 2008: Pine Haven Cottage Director

April 1996- December 1998: Pine Haven Assistant Cottage Director

June 1995- July 1995: Director of a summer Camp in Como (Italy)

June 1994 - July 1994: Assistant Director of a summer camp in Somasca (Italy)

September 1990 - August 1992: Child Care Worker at Casa S. Girolamo, Somasca (Italy)

June 1999- July 1999: Child Care Worker at Istituto Emiliani, Treviso, Italy

**Certifications:**

Crisis Prevention Institute Certified Instructor  
Therapeutic Crisis Intervention Instructor

## REV. DIXON CHOOLAKKAL RAJAN

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### LIFE EXPERIENCES

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Member of the Order of Somascan Fathers since 1994.  
Ordained to the Priesthood in 2008.

### WORK EXPERIENCE

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- |   |                  |
|---|------------------|
| 1. Jerome Illam: <i>Home for the Abandoned Children</i> | Tamilnadu, India |
| + In charge of the Boys                                 | 2001-2006        |
| + Community Treasurer                                   |                  |
| 2. Miani Illam: <i>Home for Tsunami Affected Boys</i>   | Nagercoil, India |
| + Community Treasurer                                   | 2006-2009        |
| + In charge of Boys Hostel                              |                  |
| 3. Suryodaya Boys Center                                | Bangalore, India |
| + Community Treasurer                                   |                  |
| + Director of the Training Center                       |                  |
| 4. Pine Haven Boys Center                               | Allenstown, NH   |
| + Cottage Director                                      | 2010-present     |

### EDUCATION

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- |  |           |
|--|-----------|
| <i>Bachelor of Arts</i><br>Bangalore University, India.  | 1997-2000 |
| <i>Bachelor of Philosophy</i><br>Jeevalaya Institute of Philosophy, Bangalore, India.            | 1997-2000 |
| <i>Certificate in Counseling</i><br>Treda, De-addiction and Counseling Center, Bangalore, India. | 2004-2005 |
| <i>Bachelor of Theology</i><br>Sacred Heart College, Chennai, India.                             | 2003-2006 |
| <i>Master's in Mental Health Counseling</i><br>Rivier University, Nashua, NH                     | 2010-2013 |
| <i>License in Mental Health</i>  | 2015      |

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

Contractor Name: Pine Haven Boys Center

Name of Program: \_\_\_\_\_

BUDGET PERIOD		SFY 19		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Joyce Pollinger	Clinical Director	53,583	0.00%	\$0.00
Paul Riva	Executive Director	59,519	0.00%	\$0.00
Dixon Choolakkal Rajan	Cottage Director	44,714	0.00%	\$0.00
			0.00%	\$0.00
			0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

BUDGET PERIOD		SFY 19		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Joyce Pollinger	Clinical Director	53,583	0.00%	\$0.00
Paul Riva	Executive Director	59,519	0.00%	\$0.00
Dixon Choolakkal Rajan	Cottage Director	44,714	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00



Jeffrey A. Meyers  
Commissioner

Lorraine Bartlett  
Director



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
*DIVISION FOR CHILDREN, YOUTH & FAMILIES*

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4451 1-800-852-3345 Ext. 4451  
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 9, 2016 **G&C Approved**

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

Date 3/23/16  
Item # 15

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into amendments with the vendors identified below to exercise the renewal option in their existing agreements for the provision of Juvenile Detention Alternative Initiative Services to court involved youths, by increasing the price limitation by \$75,000 from \$56,250, to an amount not to exceed \$131,250, and by extending the contract completion date from June 30, 2016 to June 30, 2018, effective July 1, 2016 or date of Governor and Executive approval, whichever is later. The original contracts were approved by Governor and Executive Council on March 25, 2015 (Item #8). Funds to support this request are 100% General Funds.

Vendor	Vendor #	Location	Total
Dover Children's Home	233643	Dover	\$26,250
Nashua Children's Home	233615	Nashua	\$26,250
NFI, North Inc.	177575-B001	Contoocook	\$26,250
Pine Haven Boys Center	174119-P001	Allenstown	\$26,250
Webster House	154142	Manchester	\$26,250
Total:			\$131,250

Funds to support this request are anticipated to be available in the following account for State Fiscal Year 2017 and State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD FAMILY SERVICES**

State Fiscal Year	Class Title	Activity Code	Class/Object	Current Amount	Increase/Decrease	Modified Amount
2015	Out of Home Placements	42105824	535-500376	\$18,750	\$0	\$18,750
2016	Out of Home Placements	42105824	535-500376	\$37,500	\$0	\$37,500
2017	Out of Home Placements	42105824	535-500376	\$0	\$37,500	\$37,500
2018	Out of Home Placements	42105824	535-500376	\$0	\$37,500	\$37,500
Total				\$56,250	\$75,000	\$131,250

Please see attachment for fiscal details.

### EXPLANATION

The purpose of this amendment is to exercise the renewal options in the attached contracts to ensure temporary residential services are available for immediate use for juveniles for a minimum of one (1) day to a maximum of five (5) days as an alternative to secure detention.

Juvenile Detention Alternative Initiative (JDAI) Services are an alternative to secure detention that can be an effective response when a juvenile commits delinquent offenses, violates court orders or conditional release pursuant to RSA 169-B, which do not meet the threshold for detention but due to the emergent nature of their behavior need immediate, temporary residential services. Alternatives to secure detention enhance the public safety, provide supervision of the alleged offender, and allow for case planning based on the Division for Children, Youth and Families Practice Model.

All juveniles authorized to receive Juvenile Detention Alternative Initiative Services must be accompanied by a copy of the Juvenile Detention Alternative Initiative Risk Assessment Screening Tool, a medical authorization signed by the Juvenile's parent/guardian and a written or verbal order from the court (juveniles with dual or deferred orders may not be accepted) upon admission into the program.

The original contracts were competitively bid; the Department of Health and Human Services was presented with a total of five (5) applications for the provision of Juvenile Detention Alternative Initiative Services in response to a Request for Applications that was posted on the Department's website from August 20, 2014 through October 10, 2014. After careful review all five (5) of the applicants were selected.

The original contracts calls for the provision of these services for approximately one and one half years and reserves the Division's right to renew the agreement for up to four additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

The Division has been satisfied with the services provided and is requesting approval to exercise two years of the renewal option reserving the Division's option to renew the remaining two years based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, juveniles who commit lower level delinquent offenses or violate court orders or conditional release, could be securely detained instead of being placed in an alternative to detention program. Studies have shown that youth who are unnecessarily detained end up more deeply involved in the Juvenile Justice system and their rates of recidivism increase. Juvenile Detention Alternative Initiative Services aims to maintain safety while keeping the youth closer to home, resulting in minimal disruption to educational programming and community-based services.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Jeffrey A. Meyers  
Commissioner

**Fiscal Details for Juvenile Detention Alternative Initiative Services**

**Dover Children's Home (Vendor #233643)**

207 Locust Street, Dover NH 03820

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Current Amount</b>	<b>Increase/ Decrease</b>	<b>Modified Amount</b>
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

**Nashua Children's Home (Vendor # 233615)**

125 Amherst Street, Nashua NH 03064

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Current Amount</b>	<b>Increase/ Decrease</b>	<b>Contract Amount</b>
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

**NFI North, Inc. (Vendor # 177575-B001)**

PO Box 417, 40 Park Lane, Contoocook, NH 03229

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Current Amount</b>	<b>Increase/ Decrease</b>	<b>Contract Amount</b>
535-500376	Out of Home Placements	442105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

**Pine Haven Boys Center (Vendor #174119-P001)**  
 PO Box 162, 133 River Road, Suncook, NH 03275

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Current Amount</b>	<b>Increase/ Decrease</b>	<b>Contract Amount</b>
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

**Webster House (Vendor #154142)**  
 135 Webster Street, Manchester NH 03104

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Current Amount</b>	<b>Increase/ Decrease</b>	<b>Contract Amount</b>
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>
			<b>Total:</b>	<b>\$56,250</b>	<b>\$75,000</b>	<b>\$131,250</b>



**New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Juvenile Detention Alternative Initiative Services Contract**

This first (1<sup>st</sup>) Amendment to the Juvenile Detention Alternative Initiative Services contract (hereinafter referred to as "Amendment #1") dated this 20<sup>th</sup> day of November 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Pine Haven Boys Center (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 133 River Road, Suncook, NH 03275.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 25, 2015 (Item #8), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, "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 by the Governor and Executive Council of the State of New Hampshire" and Exhibit C-1, Revisions to Standard Provisions, Paragraph 4, the State may renew the agreement for up to four additional years, by written agreement of the parties; and

WHEREAS, State and the Contractor have agreed to increase the price limitation, and extend the Contract;

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

To amend as follows:

1. Form P-37, General Provision, Item 1.7, Completion Date to read:  
June 30, 2018
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$26,250

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.

New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

2/10/16  
Date

State of New Hampshire  
Department of Health and Human Services

Mary Ann Cooney  
Mary Ann Cooney  
Associate Commissioner

12/9/2015  
Date

Pine Haven Boys Center

Pine Haven  
Name  
Title EXECUTIVE DIRECTOR

Acknowledgement:

State of NH, County of MERRIMACK on Dec. 9, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Patricia A. Cheshire  
Name and Title of Notary or Justice of the Peace

PATRICIA A. CHESHIRE, Notary Public  
My Commission Expires April 8, 2020

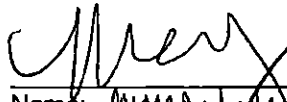
**New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services**



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

OFFICE OF THE ATTORNEY GENERAL

Date 3/3/16

  
Name: Maura Tiernan  
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



458

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

MAR 11 '15 AM 7:58 DAS

OFFICE OF HUMAN SERVICES

*DIVISION FOR CHILDREN, YOUTH & FAMILIES*

Nicholas A. Toumpas  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857

603-271-4451 1-800-852-3345 Ext. 4451

Lorraine Bartlett  
Acting Director

FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 12, 2015

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, Office of Human Services, Division for Children, Youth and Families to enter into agreements with the vendors identified below to provide Juvenile Detention Alternative Initiative Services to court involved youths in an amount not to exceed \$56,250, effective upon Governor and Council approval through June 30, 2016. The agreements are funded with 100% General Funds.

Vendor	Vendor #	Location	Total
Dover Children's Home	233643	Dover	\$11,250
Nashua Children's Home	233615	Nashua	\$11,250
NFI North, Inc.	177575-B001	Contoocook	\$11,250
Pine Haven Boys Center	174119-P001	Allenstown	\$11,250
Webster House	154142	Manchester	\$11,250
Total:			\$56,250

Funds are available in the following account for State Fiscal Year 2015 and are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriation of funds in the future operating budget, with ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
HUMAN SERVICES, CHILD PROTECTION, CHILD FAMILY SERVICES

State Fiscal Year	Class Title	Activity Code	Class/Object	Contract Amount
2015	Out of Home Placements	42105824	535-500376	\$18,750
2016	Out of Home Placements	42105824	535-500376	\$37,500
Total				\$56,250

Please see attachment for fiscal details.

### EXPLANATION

The purpose of this request is to ensure temporary residential services are available for immediate use for juveniles for a minimum of one (1) day to a maximum of five (5) days as an alternative to secure detention.

Juvenile Detention Alternative Initiative (JDAI) Services are an alternative to secure detention that can be an effective response when a juvenile commits delinquent offenses, violates court orders or conditional release pursuant to RSA 169-B, which do not meet the threshold for detention but due to the emergent nature of their behavior need immediate, temporary residential services. Alternatives to secure detention enhance the public safety, provide supervision of the alleged offender, and allow for case planning based on the Division for Children, Youth and Families Practice Model.

All juveniles authorized to receive Juvenile Detention Alternative Initiative Services must be accompanied by a copy of the Juvenile Detention Alternative Initiative Risk Assessment Screening Tool, a medical authorization signed by the Juvenile's parent/guardian and a written or verbal order from the court (juveniles with dual or deferred orders may not be accepted) upon admission into the program.

The Department of Health and Human Services was presented with a total of five (5) applications for the provision of Juvenile Detention Alternative Initiative Services in response to a Request for Applications that was posted on the Department's website from August 20, 2014 through October 10, 2014. After careful review all five (5) of the applicants were selected. The bid summary is attached.

The attached contracts calls for the provision of these services for approximately one and one half years and reserves the Division's right to renew the agreement for up to four additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, juveniles who commit lower level delinquent offenses or violate court orders or conditional release, could be securely detained instead of being placed in an alternative to detention program. Studies have shown that youth who are unnecessarily detained end up more deeply involved in the Juvenile Justice system and their rates of recidivism increase. Juvenile Detention Alternative Initiative Services aims to maintain safety while keeping the youth closer to home, resulting in minimal disruption to educational programming and community-based services.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

  
Mary Ann Cooney  
Associate Commissioner

Approved by:

  
Nicholas A. Troupas  
Commissioner

**Fiscal Details for Juvenile Detention Alternative Initiative Services**

**Dover Children's Home (Vendor #233643)**

207 Locust Street, Dover NH 03820

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

**Nashua Children's Home (Vendor # 233615)**

125 Amherst Street, Nashua NH 03064

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

**NFI North, Inc. (Vendor # 177575-B001)**

PO Box 417, 40 Park Lane, Contoocook, NH 03229

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
535-500376	Out of Home Placements	442105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

**Pine Haven Boys Center (Vendor #174119-P001)**

PO Box 162, 133 River Road, Suncook, NH 03275

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

**Webster House (Vendor #154142)**

135 Webster Street, Manchester NH 03104

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>
			<b>Total:</b>	<b>\$56,250</b>

**RFA 15-DHHS-OHS-DCYF-RFA-13**  
**Juvenile Detention Alternatives Initiative Services**  
**Application Review**  
**October 13, 2014**

<b>Applicant</b>	<b>Select</b>	<b>Non Select</b>
Nashua Children's Home	<b>X</b>	
Pine Haven Boys Center	<b>X</b>	
NFI North, Inc.	<b>X</b>	
Dover Children's Home	<b>X</b>	
Webster House	<b>X</b>	

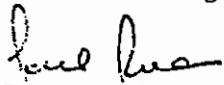
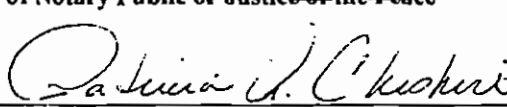
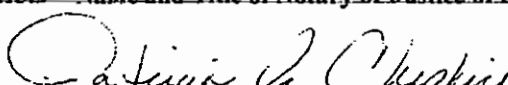
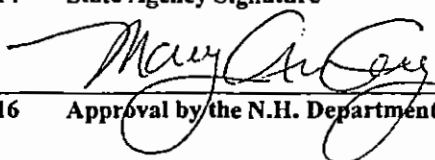
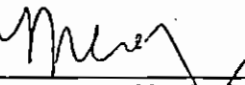
**Review Committee**

<b>Name</b>	<b>Title</b>
<b>Michele L. Smith</b>	<b>Program Specialist IV</b>
<b>Kathleen Talbot</b>	<b>Program Specialist IV</b>
<b>Pamela Sullivan</b>	<b>Program Specialist IV</b>

Subject: Juvenile Detention Alternative Initiative Services**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Pine Haven Boys Center		<b>1.4 Contractor Address</b> PO Box 162 133 River Road Suncook NH 03275	
<b>1.5 Contractor Phone Number</b> (603) 485-7141	<b>1.6 Account Number</b> 05-095-42-421010-29580000	<b>1.7 Completion Date</b> June 30, 2016	<b>1.8 Price Limitation</b> \$11,250
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> (603) 271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> PAUL RIVA Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>1/14/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal]  PATRICIA A. CHEEK My Commission Expires <u>4-28-15</u>			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b>  PATRICIA A. CHEEK, Notary Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> MARY ANN COONEY ASSOCIATE COMMISSIONER	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. Yarb - Attorney On: <u>3/2/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

**7. PERSONNEL.**

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

## 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. General Terms and Conditions of Contract

- 1.1. All juveniles authorized to receive JDAI Services must be accompanied by a copy of the JDAI Risk Assessment Screening Tool, a medical authorization signed by the Juvenile's parent/guardian and a written or verbal order from the court (juveniles with dual or deferred orders may not be accepted) upon admission into the program..
- 1.2. The Contractor will submit a detailed description of the language assistance services they will provided to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

#### 2. Services to be Provided

- 2.1. The Contractor will provide temporary residential services available for immediate use for a juvenile for a minimum of one (1) day to a maximum of five (5) days, including weekends and holidays. Temporary residential services will include but not be limited to:
  - 2.1.1. Supervision of the juvenile.
  - 2.1.2. Nutritional needs of the juvenile.
  - 2.1.3. Accommodations for the juvenile to address their personal hygiene.
  - 2.1.4. Toiletries for the juvenile (such as toothbrush, toothpaste, soap, feminine requirements etc.).
  - 2.1.5. Proper sleeping and privacy accommodations for the juvenile in accordance with He-4001.
  - 2.1.6. Transportation for the juvenile only when related to emergency or urgent medical needs.
- 2.2. The Contractor will ensure proper documentation upon acceptance of any juvenile.
- 2.3. The Contractor may deny a juvenile or contact the referring agency for the removal of a juvenile if the juvenile is exhibiting any of the following behaviors:
  - 2.3.1. suicidal ideation,
  - 2.3.2. presently under the influence of drugs and/or alcohol, or
  - 2.3.3. significant aggressive and/or violent behavior.
- 2.4. The Contractor will maintain licensing through He-4001 and remain certified through He-C 6350 by the New Hampshire Department of Health and Human Services (the contractor is not required to provide the clinical services within He-C 6350).
- 2.5. The Contractor will work with the assigned Juvenile Probation and Parole Officer (JPPO) to plan for the juvenile's discharge and/or further placement needs.



Exhibit B

**Method and Conditions Precedent to Payment**

1. This contract is funded with 100% general funds, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred.
2. The Department shall pay the Contractor an amount not to exceed, on Form P-37, block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services shall be at a rate of one-hundred and fifty (\$150.00) per day, for each juvenile that receives services under this program.
  - 3.1. JDAI services for twenty-four (24) hours or less shall be paid for one day of service.
  - 3.2. JDAI services beyond twenty-four (24) hours will be paid the daily rate, stated in Exhibit B section 3, for each calendar day that the juvenile is authorized for JDAI services.
  - 3.3. JDAI services cannot exceed five (5) days, per juvenile, including weekends and holidays.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor will submit an invoice within thirty (30) days of providing services, which identifies and requests reimbursement for authorized expenses. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
    - 4.1.1. The Contractor will include the following documentation with the invoice:
      - 4.1.1.1. A copy of the court order for JDAI services;
      - 4.1.1.2. A copy of the JDAI Risk Assessment Screening Tool; and
      - 4.1.1.3. a medical authorization signed by the Juvenile's parent/guardian.
    - 4.1.2. Invoices must be submitted to:

Attn: NH JDAI Coordinator  
NH Department of Health and Human Services  
Division for Children, Youth and Families  
1056 North River Road  
Manchester, NH 03104
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

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**SPECIAL PROVISIONS**

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

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



New Hampshire Department of Health and Human Services  
Exhibit C



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

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





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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

**DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Agreement for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name:

1/14/2015  
Date

Paul Quin  
Name: PAUL QUIN  
Title: Ex. Director

Contractor Initials PQ  
Date 1/14/2015

New Hampshire Department of Health and Human Services  
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

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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

1/14/2015  
Date

Paul LWA

Name: PAUL LWA  
Title: EX. DIRECTOR



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

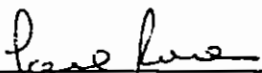
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  -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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

1/14/2015  
Date

  
Name: PAUL RIVA  
Title: Sr. D. 25c TO2





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

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

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

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

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

Exhibit G

Contractor Initials

*PR*

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

1/14/2015  
Date

*Paul Riva*  
Name: PAUL RIVA  
Title: EX. DIRECTOR

Exhibit G

Contractor Initials *PR*

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

Date 1/14/2015



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**State of New Hampshire**  
**Department of Health and Human Services**

**Amendment #2 to the Juvenile Detention Alternative Initiative Services Contract**

This 2nd Amendment to the Juvenile Detention Alternative Initiative Services contract (hereinafter referred to as "Amendment #2") dated this 24 day of May, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Webster House, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 135 Webster Street, Manchester, New Hampshire 03104.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 25, 2015, (Item #8), as amended on March 23, 2016, (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$41,250.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
5. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services

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

State of New Hampshire  
Department of Health and Human Services

5-20-18  
Date

*Christie Tappan*  
Name: *Christie Tappan*  
Title: *Associate Commissioner*

WEBSTER HOUSE

5-25-2018  
Date

*Low CATANO*  
Name: *Low CATANO*  
Title: *EXECUTIVE DIRECTOR*

Acknowledgement of Contractor's signature:

State of NEW HAMPSHIRE, County of HILLSBOROUGH on MAY 25, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

*Helene J. Boucher*  
Signature of Notary Public or Justice of the Peace

*Helene J. Boucher / Adm. Assistant, Bookkeeper*  
Name and Title of Notary or Justice of the Peace

My Commission Expires: HELENE J. BOUCHER, Notary Public  
State of New Hampshire  
My Commission Expires August 24, 2021

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**New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services**



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

**OFFICE OF THE ATTORNEY GENERAL**

Date 4/5/18

Name: Megan A. [Signature]  
Title: Attorney General

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

**OFFICE OF THE SECRETARY OF STATE**

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

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

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

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

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



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

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

## **I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

### **A. Business Use and Disclosure of Confidential Information.**

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

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DHHS Information Security Requirements



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

**DHHS Information Security Requirements**



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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

*JK*

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



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

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

#### B. Disposition

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

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

*[Signature]*

**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



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

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

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

*DR*



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

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

## V. LOSS REPORTING

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

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

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



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

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

#### VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

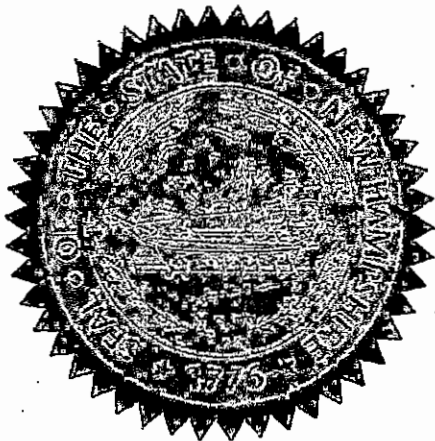
DHHSPrivacy.Officer@dhhs.nh.gov

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEBSTER HOUSE is a New Hampshire nonprofit corporation formed February 25, 1897. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15<sup>th</sup> day of December A.D. 2015

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



## **CERTIFICATE OF VOTE**

(Corporation without Seal)

I, John Clayton, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Webster House.  
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 5/25/18:  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, , for the provision of

J.D.A.I services.

**RESOLVED:** That the LOU CATANO EXECUTIVE DIRECTOR  
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 35 day of MAY, 2018.  
(Date Contract Signed)

4. LOU CATANO is the duly elected  
EXECUTIVE DIRECTOR  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 25<sup>th</sup> day of May, 2018.

By John Clayton  
(Name of Clerk of the Corporation)

John Clayton  
(Signature of Clerk of the Corporation)

Helene J. Boucher  
(Notary Public, Justice of the Peace)

(NOTARY SEAL)

Commission Expires: HELENE J. BOUCHER, Notary Public  
State of New Hampshire  
My Commission Expires August 24, 2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2018

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

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

<b>PRODUCER</b> THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511		<b>CONTACT NAME:</b> Donna Bickford <b>PHONE (A/C, No, Ext):</b> (603) 224-2562 <b>FAX (A/C, No):</b> (603) 224-8012 <b>E-MAIL ADDRESS:</b> dbickford@rowleyagency.com	
<b>INSURED</b> Webster House 135 Webster St. Manchester NH 03104		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Indemnity Ins Co INSURER B: Union Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 25844	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1684614	7/10/2017	7/10/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1684616	7/10/2017	7/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHU8593302	7/10/2017	7/10/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCA001261233	1/19/2018	1/19/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>PROFESSIONAL LIABILITY</b>		PHPK1684614	7/10/2017	7/10/2018	EACH INCIDENT LIMIT: \$1,000,000 AGGREGATE LIMIT: \$2,000,000

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

Re: JDAI program

## CERTIFICATE HOLDER

## CANCELLATION

NH Dept. of Health & Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Donna Bickford/DTB <i>Donna Bickford</i>

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## **Webster House**

BUILDING CHILDREN'S FUTURES TOGETHER

### **Philosophy/Mission**

The Webster House exists to meet a condition that is prevalent in New Hampshire: that being troubled youth who are unable to live at home for some period of time.

Our intent is to address four areas of a youth's life:

**Physical:** by providing a safe home.

**Social:** by applying the norms of society .

**Personal:** through counseling, activities and a wide range of interpersonal relationships.

**Family:** by rebuilding the bonds and reuniting the family.

We are committed to a program that offers a firm structure to youth in order to stabilize their lives, resolve issues and encourage personal growth.

We are pragmatic in our approaches. Experience has taught us that love and kindness need to be provided in close-conjunction with firmness and structure.

Our goal is to prepare our residents for adult life, recognizing fully that this is ultimately up to the youths themselves.

We provide a home; we provide the opportunities for counseling, education and activities; we provide the atmosphere in which adult-child relationships can be rebuilt and created. Within this structure, the direction, kindness and commitment of caring adults can help a troubled youth grow up.



**WEBSTER HOUSE**

**FINANCIAL STATEMENTS  
AND SUPPLEMENTAL SCHEDULES**

**FOR THE YEARS ENDED  
DECEMBER 31, 2016 AND 2015**

**WEBSTER HOUSE**  
**FINANCIAL STATEMENTS AND SUPPLEMENTAL SCHEDULES**  
**FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015**

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**MEMBERS OF THE  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS  
MEMBER FIRM OF AICPA  
PRIVATE COMPANIES  
PRACTICE SECTION**

**INDEPENDENT AUDITOR'S REPORT**

September 7, 2017

To the Board of Directors of  
Webster House

We have audited the accompanying financial statements of Webster House (a nonprofit organization), which comprise the statements of financial position as of December 31, 2016 and 2015, the related statements of activities, and cash flows for the years then ended, and the related notes to the financial statements.

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

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

***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Webster House as of December 31, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Report on Supplementary Information***

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional expenses on pages 16 and 17 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.



F. G. BRIGGS, JR., CPA  
PROFESSIONAL ASSOCIATION

**WEBSTER HOUSE**  
**STATEMENTS OF FINANCIAL POSITION**  
**DECEMBER 31, 2016 AND 2015**

**ASSETS**

	<b><u>2016</u></b>	<b><u>2015</u></b>
<b>Assets</b>		
Cash and equivalents	\$ 592,141	\$ 405,865
Accounts receivable	42,182	47,520
Other current assets	7,735	6,291
Endowment assets	5,224,363	4,953,575
Beneficial interests in perpetual trusts	161,200	161,200
Land, building and equipment, net	<u>647,266</u>	<u>668,946</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 6,674,887</u></b>	<b><u>\$ 6,243,397</u></b>

**LIABILITIES AND NET ASSETS**

	<b><u>2016</u></b>	<b><u>2015</u></b>
<b>Liabilities</b>		
Accrued expenses	\$ 13,821	\$ 9,325
Accounts payable	19,525	10,019
Agency obligation	<u>7,894</u>	<u>7,894</u>
<b>Total Liabilities</b>	<b><u>41,240</u></b>	<b><u>27,238</u></b>
<b>Net Assets</b>		
Unrestricted net assets	1,986,104	1,824,201
Temporarily restricted	545,606	507,664
Permanently restricted	<u>4,101,937</u>	<u>3,884,294</u>
<b>Total Net Assets</b>	<b><u>6,633,647</u></b>	<b><u>6,216,159</u></b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 6,674,887</u></b>	<b><u>\$ 6,243,397</u></b>

See Notes to Financial Statements



**WEBSTER HOUSE**  
**STATEMENTS OF ACTIVITIES**  
**FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>UNRESTRICTED NET ASSETS</b>		
<b>Support, Revenues and Gains</b>		
Gifts and grants	\$ 331,615	\$ 209,756
Fees and grants from governmental agencies	790,921	660,256
Investment income	<u>80,532</u>	<u>16,656</u>
Total Unrestricted Support, Revenues and Gains	1,203,068	886,668
<b>Net Assets Released from Restrictions</b>	<u>120,374</u>	<u>107,998</u>
Total Unrestricted Support, Revenues, Gains and Reclassifications	<u>1,323,442</u>	<u>994,666</u>
 <b>Expenses</b>		
Program Services		
Room, board, care and support	<u>951,379</u>	<u>888,487</u>
Supporting Services		
Fundraising	33,638	43,799
Management and general	<u>176,522</u>	<u>180,214</u>
Total Supporting Services	<u>210,160</u>	<u>224,013</u>
Total Expenses	<u>1,161,539</u>	<u>1,112,500</u>
 Increase (Decrease) in Unrestricted Net Assets	<u>161,903</u>	<u>(117,834)</u>
 <b>TEMPORARILY RESTRICTED NET ASSETS</b>		
<b>Support, Revenues and Gains</b>		
Gifts and grants	42,250	19,500
Investment income	<u>116,066</u>	<u>98,316</u>
Total Temporarily Restricted Support, Revenues and Gains	158,316	117,816
<b>Net Assets Released from Restrictions</b>	<u>(120,374)</u>	<u>(107,998)</u>
Increase (Decrease) in Temporarily Restricted Net Assets	<u>37,942</u>	<u>9,818</u>
 <b>PERMANENTLY RESTRICTED NET ASSETS</b>		
<b>Support, Revenues and Gains</b>		
Investment income	<u>217,643</u>	<u>(73,304)</u>
Total Permanently Restricted Support, Revenues and Gains	<u>217,643</u>	<u>(73,304)</u>
Increase (Decrease) in Permanently Restricted Net Assets	<u>217,643</u>	<u>(73,304)</u>
 Increase (Decrease) in Net Assets	<u>417,488</u>	<u>(181,320)</u>
 Net Assets, Beginning of Year	6,216,159	6,397,479
Net Assets, End of Year	<u>\$ 6,633,647</u>	<u>\$ 6,216,159</u>

See Notes to Financial Statements

**WEBSTER HOUSE**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>Cash Flows from Operating Activities</b>		
Change in net assets	\$ 417,488	\$ (181,320)
Adjustments to reconcile change in net assets to net cash provided by (used for) operating activities:		
Depreciation	50,345	49,710
Net realized and unrealized (gains) and losses on investments	(279,208)	92,100
(Increase) decrease in accounts receivable	5,338	(20,953)
(Increase) decrease in other current assets	(1,444)	97
Increase (decrease) in accounts payable and accrued expenses	2	2,552
Increase (decrease) in agency obligations	-	(149)
	<u>(224,967)</u>	<u>123,357</u>
<b>Total adjustments</b>		
	<u>(224,967)</u>	<u>123,357</u>
<b>Net cash provided by (used for) operating activities</b>	<u>192,521</u>	<u>(57,963)</u>
<b>Cash Flows for Investing Activities</b>		
Payments for the purchase of property	(14,665)	(8,694)
Purchases of long-term investments	(1,229,458)	(1,387,143)
Proceeds from the sale of long-term investments	1,237,878	1,395,841
	<u>(6,245)</u>	<u>4</u>
<b>Net cash provided by (used for) investing activities</b>		
	<u>(6,245)</u>	<u>4</u>
<b>Net increase (decrease) in cash and cash equivalents</b>	186,276	(57,959)
<b>Cash and equivalents, beginning of year</b>	405,865	463,824
<b>Cash and equivalents, end of year</b>	<u>\$ 592,141</u>	<u>\$ 405,865</u>

See Notes to Financial Statements

**WEBSTER HOUSE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2016 AND 2015**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The Webster House (the Organization) provides board, care, support and guidance to teenagers in a group home environment. The average monthly census ranges from fourteen to nineteen teenagers. They receive approximately 69% of their funding from the State of New Hampshire.

The accompanying financial statements have been prepared in accordance with standards of the Accounting and Financial Reporting for Not-for-Profit Organizations as promulgated by the American Institute of Certified Public Accountants. They are stated on the accrual basis and include all material accounts receivable and accounts payable.

The Organization follows the recommendations of the Financial Accounting Standards Board as applicable to not-for-profit organizations. Under these standards, resources must be recorded as unrestricted, temporarily restricted, or permanently restricted for accounting and reporting purposes according to externally (donor) imposed restrictions. Permanently restricted net assets are net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Temporarily restricted net assets include income which can be expended but for which restrictions have not yet been met. Unrestricted net assets are not subject to donor-imposed stipulations.

Land, building and equipment is carried at cost or fair market value at the date of acquisition or donation. Depreciation is recorded on building and equipment under the straight-line method based on estimated useful lives. Expenditures for additions, renewals and betterments of buildings and equipment, unless of a relatively minor amount, are capitalized. Expenditures for maintenance and repairs are expensed as incurred.

Investments, which consist of marketable securities, are stated at their fair value based on quoted market prices. Investment income is allocated to the various funds within the unrestricted, temporarily restricted and permanently restricted funds based on their proportion of fair value. Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities.

The value of contributed services of volunteers is not reflected in these statements since the criteria for recording was not met. Contributed items are recorded at their estimated fair market value at the date of donation.

The costs of providing programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

For purposes of the statement of cash flows, the Organization considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents.

**WEBSTER HOUSE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2016 AND 2015**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Accounts receivable do not include an allowance for doubtful accounts since the Organization believes all amounts to be collectible.

Unconditional promises to give are recognized as revenues and assets in the period received. Conditional promises to give are recognized only when the conditions on which they depend are substantially met and the promises become unconditional.

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

The Organization is a 501(c)(3) organization exempt from income tax under Section 501(a) of the Internal Revenue Code. The Organization has analyzed its tax positions and has determined that there are no unrecognized tax obligations to record. The Organization's tax returns for the tax years 2014 to 2016 are subject to examination.

**NOTE 2: CONCENTRATIONS OF CREDIT RISK**

The Organization maintains several bank accounts at different financial institutions. The accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000.

Normally, accounts receivable consists primarily of amounts due from the State of New Hampshire.

**NOTE 3: INVESTMENTS**

Endowment assets are held with UBS. Unrestricted funds, funds held for specific designated purposes, and temporarily and permanently restricted funds are pooled into three accounts holding marketable securities. One account holds equity securities while the other two holds debt securities. They are recorded at fair value at December 31, 2016 and 2015, as summarized below. Fair value has been determined using quoted prices for identical assets (level 1 input). Accrued interest is included in bond values.

**WEBSTER HOUSE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2016 AND 2015**

**NOTE 3: INVESTMENTS (continued)**

		<b>2016</b>	
		<b>Fair Value</b>	<b>Cost</b>
Cash	\$	116,852	\$ 116,852
U.S. government obligations		884,514	892,736
Corporate bonds		800,852	801,596
Asset backed bonds		85,702	87,351
Mutual funds		251,016	257,718
Common stock		3,085,427	2,208,609
Total held by UBS	\$	<u>5,224,363</u>	<u>\$ 4,364,862</u>
Unrealized appreciation			<u>\$859,501</u>

		<b>2015</b>	
		<b>Fair Value</b>	<b>Cost</b>
Cash	\$	123,183	\$ 123,183
U.S. government obligations		908,335	922,582
Corporate bonds		760,594	763,589
Asset backed bonds		75,042	75,366
Mutual funds		242,599	253,001
Common stock		2,843,822	2,001,139
Total held by UBS	\$	<u>4,953,575</u>	<u>\$ 4,138,860</u>
Unrealized appreciation			<u>\$814,715</u>

**WEBSTER HOUSE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2016 AND 2015**

**NOTE 4: BENEFICIAL INTEREST IN PERPETUAL TRUSTS**

The Organization is a beneficiary of two perpetual interest trusts administered by Citizens Bank. Fair value has been determined using quoted prices for identical assets (level 1 input). The fair market values of the Organization's share of the assets held by these trusts are as follows:

	<u>2016</u>	<u>2015</u>
Frank E. Green Trust	\$ 25,943	\$ 25,943
Eliza B. Green Trust	135,257	135,257
Total	<u>\$ 161,200</u>	<u>\$ 161,200</u>

**NOTE 5: LAND, BUILDING AND EQUIPMENT**

A summary of land, building and equipment follows:

	<u>2016</u>	<u>2015</u>
Land, building and improvements	\$ 1,294,356	\$ 1,286,691
Furniture and fixtures	85,315	85,315
Equipment	167,606	170,705
	<u>1,547,277</u>	<u>1,542,711</u>
Accumulated depreciation	(900,011)	(873,765)
	<u>\$ 647,266</u>	<u>\$ 668,946</u>

The estimated useful lives for depreciation are five through 50 years.

**NOTE 6: AGENCY OBLIGATION**

During the year ended December 31, 1999, the Organization accepted a contribution to its capital campaign with the understanding that it would transfer \$150,000 of that contribution to the City of Manchester for improvements and maintenance of a local park. Those funds have been segregated for that purpose. Payments of \$17,635, \$50,000 and \$100,000 were made in 2013, 2012 and 2003, respectively. The agency obligation was \$7,894 for the years ended December 31, 2016 and 2015.

**WEBSTER HOUSE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2016 AND 2015**

**NOTE 7: NET ASSETS**

Net assets are further broken down as follows:

	<u>2016</u>	<u>2015</u>
<b>Unrestricted Net Assets</b>		
Designated for specific purposes	\$ 49,014	\$ 45,669
Unrestricted	<u>1,937,090</u>	<u>1,778,532</u>
Total	<u>1,986,104</u>	<u>1,824,201</u>
 <b>Temporarily Restricted Net Assets</b>		
Clothing allowance	5,000	5,000
Grants	59,450	47,574
Trust fund income	-	184,505
Unappropriated endowment fund income	<u>481,156</u>	<u>270,585</u>
Total	<u>545,606</u>	<u>507,664</u>
 <b>Permanently Restricted Net Assets</b>		
Legacies	3,896,357	3,678,714
Beneficial interests in perpetual trusts	161,200	161,200
Trust funds - Christmas, clothing, outward bound	<u>44,380</u>	<u>44,380</u>
Total	<u>4,101,937</u>	<u>3,884,294</u>
 Total Net Assets	<u><u>\$ 6,633,647</u></u>	<u><u>\$ 6,216,159</u></u>

In December of 2016, the Board voted to remove restrictions on trust fund earnings and reallocate to unspent endowment fund income.

**NOTE 8: ENDOWMENT FUND**

The Organization's endowment consists of three funds. As required by generally accepted accounting principles, the net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions, as presented in Note 7.

**WEBSTER HOUSE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2016 AND 2015**

**NOTE 8: ENDOWMENT FUND (continued)**

**Interpretation of Relevant Law**

The Board of Directors of the Organization has interpreted the State of New Hampshire's Uniform Prudent Management of Institutional Funds Act as requiring the management of the funds to comply with the intent of the donors and to manage and invest the fund in good faith and with the care an ordinarily prudent person would exercise under similar circumstances. The Board also interprets the law to state that gains and losses on endowment funds should be allocated to permanently restricted net assets. As a result of these interpretations, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated, (b) the original value of gifts subsequently donated and (c) accumulations of gains, both realized and unrealized. Any remaining portion of accumulations is classified as temporarily restricted net assets until those amounts are appropriated for expenditure.

The Organization also interprets the law to state that the Board may determine appropriations for expenditures, up to limits cited in the law, and accumulations of the endowments as the Board deems appropriate. In accordance with the law, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the endowment fund
- (2) The purposes of the Organization and the endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation or deflation
- (5) The expected total return from income and the appreciation/depreciation of investments
- (6) Other resources of the Organization
- (7) The investment policies of the Organization.

**Return Objectives and Risk Parameters**

The Organization has adopted investment and spending policies for endowment funds that attempt to provide a predictable stream of funding for programs while seeking to preserve the fund. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity or for a donor-specified period(s) as well as board-designated funds. The Organization currently holds equities as well as fixed income government and corporate bonds employing a moderate level of investment risk. The target mix is for equities to represent 65% of the fund while fixed income securities represent 35% of the fund. Investment returns consist both of capital appreciation (realized and unrealized) and current yield (interest and dividends).



**WEBSTER HOUSE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2016 AND 2015**

**NOTE 8: ENDOWMENT FUND (continued)**

**Strategies Employed for Achieving Objectives**

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

**Spending Policy**

The Organization's policy allows interest and dividend income for distribution. The actual distribution is approximately two percent of its endowment fund's average value and the amount is based on the annual need determined in the budget process. The remaining amount of interest and dividends is classified as temporarily restricted net assets effective for the years ended December 31, 2016 and 2015. The funds average return rate has been approximately five percent. The Organization's policy is to distribute the minimum amount necessary to fund program operations. This policy is consistent with the Organization's objective to maintain and grow the fund.

**WEBSTER HOUSE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2016 AND 2015**

**NOTE 8: ENDOWMENT FUND (continued)**

**Changes in Endowment Assets - 2016**

	Unrestricted, Board designated and undesignated	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets beginning of year	\$ 775,392	\$ 455,089	\$ 3,723,094	\$ 4,953,575
<b>Investment return:</b>				
Investment income	21,298	102,525	-	\$ 123,823
Investment fees	(42,243)	-	-	\$ (42,243)
Net realized gain	40,321	11,369	182,732	\$ 234,422
Net unrealized gain	<u>7,703</u>	<u>2,172</u>	<u>34,911</u>	<u>\$ 44,786</u>
Total investment return	27,079	116,066	217,643	360,788
Appropriation of endowment assets for expenditure	<u>-</u>	<u>(90,000)</u>	<u>-</u>	<u>\$ (90,000)</u>
Endowment net assets end of year	<u>\$ 802,471</u>	<u>\$ 481,155</u>	<u>\$ 3,940,737</u>	<u>\$ 5,224,363</u>

**WEBSTER HOUSE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2016 AND 2015**

**NOTE 8: ENDOWMENT FUND (continued)**

**Changes in Endowment Assets - 2015**

	<u>Unrestricted, Board designated and undesignated</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets beginning of year	\$ 811,202	\$ 446,773	\$ 3,789,538	\$ 5,047,513
<b>Investment return:</b>				
Investment income	21,282	102,450	-	\$ 123,732
Investment fees	(42,431)	-	-	\$ (42,431)
Net realized gain	21,685	6,115	98,274	\$ 126,074
Net unrealized loss	<u>(36,346)</u>	<u>(10,249)</u>	<u>(164,718)</u>	<u>\$ (211,313)</u>
Total investment return	(35,810)	98,316	(66,444)	(3,938)
Appropriation of endowment assets for expenditure	<u>-</u>	<u>(90,000)</u>	<u>-</u>	<u>\$ (90,000)</u>
Endowment net assets end of year	<u>\$ 775,392</u>	<u>\$ 455,089</u>	<u>\$ 3,723,094</u>	<u>\$ 4,953,575</u>

**WEBSTER HOUSE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2016 AND 2015**

**NOTE 9: INVESTMENT INCOME**

Investment income for the years ended December 31, 2016 and 2015 is reported as follows:

	<u>2016</u>	<u>2015</u>
<b>Unrestricted</b>		
Interest and dividends - operating and special accounts	\$ 1,934	\$ 2,314
Interest and dividends - perpetual trusts	7,015	5,729
Interest and dividends - investment account	23,559	23,274
Net realized gain (loss)	40,321	21,685
Net unrealized gain (loss)	7,703	(36,346)
Total	<u>\$ 80,532</u>	<u>\$ 16,656</u>
<b>Temporarily restricted</b>		
Interest and dividends	\$ 102,525	\$ 102,450
Net realized gain (loss)	11,369	6,115
Net unrealized gain (loss)	2,172	(10,249)
Total	<u>\$ 116,066</u>	<u>\$ 98,316</u>
<b>Permanently restricted</b>		
Net realized gain (loss)	\$ 182,732	\$ 98,274
Net unrealized gain (loss) - investments	34,911	(164,718)
Net unrealized gain (loss) - perpetual trusts	-	(6,860)
Total	<u>\$ 217,643</u>	<u>\$ (73,304)</u>

**NOTE 10: RECLASSIFICATIONS**

Certain reclassifications have been made for consistent presentation.

**NOTE 11: SUBSEQUENT EVENTS**

Subsequent events have been evaluated through September 7, 2017, which is the date the financial statements were available to be issued.

## **SUPPLEMENTAL SCHEDULES**

**WEBSTER HOUSE**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED DECEMBER 31, 2016**

	PROGRAM SERVICES		SUPPORTING SERVICES		TOTAL
	Room, Board, Care and Support	Fund Raising	Management and General	Total Supporting Services	2016
<b>Employee Compensation</b>					
Salaries	\$ 610,824	\$ 14,205	\$ 85,231	\$ 99,436	\$ 710,260
Payroll taxes	46,768	1,088	6,525	7,613	54,381
Benefits - group health	68,183	1,586	9,513	11,099	79,282
	<u>725,775</u>	<u>16,879</u>	<u>101,269</u>	<u>118,148</u>	<u>843,923</u>
Insurance	39,665	922	5,535	6,457	46,122
Utilities	26,687	574	1,435	2,009	28,696
Provisions	40,967	-	-	-	40,967
Investment fees	-	-	44,503	44,503	44,503
Transportation	7,956	81	81	162	8,118
Program activities	11,449	-	-	-	11,449
Repairs and maintenance	20,539	442	1,104	1,546	22,085
Newsletter	-	686	-	686	686
Household supplies and expenses	9,808	211	527	738	10,546
Office supplies and postage	6,054	142	926	1,068	7,122
Professional services	-	12,640	18,273	30,913	30,913
Allowance and jobs	5,225	-	-	-	5,225
Telephone	2,303	54	352	406	2,709
Clothing	1,069	-	-	-	1,069
Staff training	743	-	-	-	743
Christmas and other gifts	4,446	-	-	-	4,446
School supplies and expense	1,526	-	-	-	1,526
Medical expenses	346	-	-	-	346
<b>Total expenses before depreciation</b>	<u>904,558</u>	<u>32,631</u>	<u>174,005</u>	<u>206,636</u>	<u>1,111,194</u>
Depreciation	46,821	1,007	2,517	3,524	50,345
<b>Total expenses</b>	<u>\$ 951,379</u>	<u>\$ 33,638</u>	<u>\$ 176,522</u>	<u>\$ 210,160</u>	<u>\$ 1,161,539</u>

**WEBSTER HOUSE**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED DECEMBER 31, 2015**

	<b>PROGRAM SERVICES</b>	<b>SUPPORTING SERVICES</b>			<b>TOTAL</b>
	<b>Room, Board, Care and Support</b>	<b>Fund Raising</b>	<b>Management and General</b>	<b>Total Supporting Services</b>	<b>2015</b>
<b>Employee Compensation</b>					
Salaries	\$ 561,150	\$ 13,204	\$ 85,823	\$ 99,027	\$ 660,177
Payroll taxes	43,021	1,012	6,580	7,592	50,613
Benefits - group health	87,946	2,069	13,451	15,520	103,466
	<u>692,117</u>	<u>16,285</u>	<u>105,854</u>	<u>122,139</u>	<u>814,256</u>
Insurance	35,668	839	5,455	6,294	41,962
Utilities	26,126	562	1,404	1,966	28,092
Provisions	26,772	-	-	-	26,772
Investment fees	-	-	44,443	44,443	44,443
Transportation	3,408	35	35	70	3,478
Program activities	8,489	-	-	-	8,489
Repairs and maintenance	21,383	460	1,149	1,609	22,992
Newsletter	-	5,939	-	5,939	5,939
Household supplies and expenses	9,553	205	514	719	10,272
Office supplies and postage	4,669	110	714	824	5,493
Professional services	-	18,315	17,804	36,119	36,119
Allowance and jobs	5,458	-	-	-	5,458
Telephone	2,326	55	356	411	2,737
Clothing	817	-	-	-	817
Staff training	1,972	-	-	-	1,972
Christmas and other gifts	2,028	-	-	-	2,028
School supplies and expense	921	-	-	-	921
Medical expenses	550	-	-	-	550
<b>Total expenses before depreciation</b>	<u>842,257</u>	<u>42,805</u>	<u>177,728</u>	<u>220,533</u>	<u>1,062,790</u>
Depreciation	46,230	994	2,486	3,480	49,710
<b>Total expenses</b>	<u>\$ 888,487</u>	<u>\$ 43,799</u>	<u>\$ 180,214</u>	<u>\$ 224,013</u>	<u>\$ 1,112,500</u>

**WEBSTER HOUSE BOARD OF DIRECTORS 2017/2018**

	<b>Name</b>
<b>Treasurer</b>	Colleen Barbarita
	Stuart Bernstein
	Shirley Bhutto
	David Boutin
<b>Executive Dir.</b>	Lou Catano
<b>President</b>	John Clayton
	Bob DesMeules
	Kim Fillmore
<b>Secretary</b>	Jacquelyn Higgins
	Edward Ithier
<b>V.-Pres.</b>	Lisa Kelley
	Darlene LeClerc Conley
	Stacy Scarlett Martin
	Ashley Scott
	Donna Wilczek



**Nia Dinell Normand, MSW, LICSW**  
**155 Ste. Marie St.**  
**Manchester, NH 03102**  
**(603) 493-4214**  
**niagal@comcast.net**

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## **SUMMARY**

- 28 Years Clinical Experience in Child, Adolescent, and Family Treatment
- 20 Years Experience as Certified Guardian ad Litem
- Certified Facilitator in Critical Incident Stress Management Debriefing
- Certified Provider of Eye Movement Desensitization Reprocessing
- Licensed Independent Clinical Social Worker, New Hampshire
- NH Disaster Behavioral Health Response Team Member
- M.S.W., **Boston University**; B.Sc., **New Hampshire College**

**The Webster House**  
Manchester, NH

June 2017-current

- Responsible for administrative duties inclusive of supervision of two social workers, development of treatment plans, groups, staff meetings, statistics, community liason and establishing working relationships with residents

**Nashua Children's Home**  
Nashua NH

December 2004-Current

- Educated and trained staff in child development enabling staff to respond appropriately to the needs of the clients
- Provided individual and family therapy to court-referred children, adolescents and families, teaching parenting skills, psycho-education regarding mental health issues, developing anger management strategies and teaching coping skills.

**Birchwood Counseling**  
Nashua, NH

2004-2005

- Provided individual therapy to children, adolescents and adults

**NH-Dartmouth Psychiatric Research Center**  
Concord, NH

2002-2005

- Conducted research interviews for Care-NH research study

## **Page Two, Nia Dinell Normand, Resume**

### **Certified Guardian Ad Litem**

1991-2009

- Oversaw the planning and implementation of children's case plans in district courts, thus guaranteeing the appropriate placement and treatment of children and adolescents
- Generated thorough investigative and evaluative reports to assist superior courts in decisions regarding custody disputes
- Mediated conflicts among parties in superior court related to custody, visitation, and therapeutic treatment, thereby offering an alternative to protracted custody battles

### **CLM Behavioral Health**

1999-2002

Salem, NH

- Developed working assessment for individual clients in order to identify diagnosis, provide a course of treatment, and coordinate discharge
- Initiated case coordination and acted as a liaison with collateral contacts, establishing positive relationships with community agencies
- Advocated for clients with school systems, child protection agencies, juvenile justice, and other mental health providers, thus providing a full spectrum of care
- Educated parents regarding mental illness, trauma response, symptom management, and child advocacy, thereby empowering parents to support their children

### **Nashua Children's Home**

1984-1999

Nashua, NH

- Educated and trained staff in child development enabling staff to respond appropriately to the needs of the clients
- Provided intensive home-based family therapy to court-referred adolescents and families, teaching parenting skills, negotiation, and mediation, and thus preventing out-of-home placement

### **Amoskeag Family Counseling Center**

1990-1993

Manchester, NH

- Established positive treatment alliance with children, adolescents, and adult clients, moving them toward a healthy discharge
- Developed a sub-specialty within a private practice setting for treating behavior-disordered and delinquent adolescent populations, which provided a resource for community agencies

### **ADDITIONAL EXPERIENCE**

I began my work with children, adolescents, and families during my employment at the Youth Development Center as a direct care staff person, and later as a recreational coordinator developing adventure-based activities. I then became a teacher's assistant at the Brentwood School working with severely emotionally handicapped students and an assistant director of the YMCA after-school program in Manchester, NH. My interest in mental health led me to a position in a residential treatment facility, and my decision to pursue my Masters of Social Work.

### **EDUCATION**

**Masters of Social Work**, Boston University, Boston, MA, 1988

**Bachelor of Science in Human Services**, New Hampshire College, Hooksett, NH, 1982

### **ACCREDITATIONS**

Diplomate in Clinical Social Work  
Academy of Certified Social Workers

### **SPECIAL APPOINTMENTS**

NH Certification as Guardian ad Litem  
Certification in Critical Incident Stress Management-Debriefing  
Certification in Eye Movement Desensitization Reprocessing

### **RELATED TRAINING**

Children: Attachment, Trauma and Healing  
3<sup>rd</sup> Annual Conference on Child Sexual Abuse  
Children: In the Best Interest of the Child: Testimony  
Treating Trauma through Sand Play and Play Therapy  
Children: Distinguishing ADHD from Child Abuse  
Psychological Trauma, Maturational Processes...  
Assessment and Treatment of Sexually Aggressive Children

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

Contractor Name: Webster House

Name of Contract: Juvenile Detention Alternative Initiative Services - Amendment #2  
RFP 15-DHHS-OHS-DCYF-RFA-13

BUDGET PERIOD: SFY 19				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
NIA NORMAND	ASSISTANT DIRECTOR	\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

BUDGET PERIOD: SFY 20				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
NIA NORMAND	ASSISTANT DIRECTOR	\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00



Jeffrey A. Meyers  
Commissioner

Lorraine Bartlett  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
*DIVISION FOR CHILDREN, YOUTH & FAMILIES*

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4451 1-800-852-3345 Ext. 4451  
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 9, 2016

**EC Approved**

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

Date

3/23/16

Item #

15

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into amendments with the vendors identified below to exercise the renewal option in their existing agreements for the provision of Juvenile Detention Alternative Initiative Services to court involved youths, by increasing the price limitation by \$75,000 from \$56,250, to an amount not to exceed \$131,250, and by extending the contract completion date from June 30, 2016 to June 30, 2018, effective July 1, 2016 or date of Governor and Executive approval, whichever is later. The original contracts were approved by Governor and Executive Council on March 25, 2015 (Item #8). Funds to support this request are 100% General Funds.

Vendor	Vendor #	Location	Total
Dover Children's Home	233643	Dover	\$26,250
Nashua Children's Home	233615	Nashua	\$26,250
NFI, North Inc.	177575-B001	Contoocook	\$26,250
Pine Haven Boys Center	174119-P001	Allenstown	\$26,250
Webster House	154142	Manchester	\$26,250
Total:			\$131,250

Funds to support this request are anticipated to be available in the following account for State Fiscal Year 2017 and State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD FAMILY SERVICES**

State Fiscal Year	Class Title	Activity Code	Class/Object	Current Amount	Increase/Decrease	Modified Amount
2015	Out of Home Placements	42105824	535-500376	\$18,750	\$0	\$18,750
2016	Out of Home Placements	42105824	535-500376	\$37,500	\$0	\$37,500
2017	Out of Home Placements	42105824	535-500376	\$0	\$37,500	\$37,500
2018	Out of Home Placements	42105824	535-500376	\$0	\$37,500	\$37,500
Total				\$56,250	\$75,000	\$131,250

Please see attachment for fiscal details.

### EXPLANATION

The purpose of this amendment is to exercise the renewal options in the attached contracts to ensure temporary residential services are available for immediate use for juveniles for a minimum of one (1) day to a maximum of five (5) days as an alternative to secure detention.

Juvenile Detention Alternative Initiative (JDAI) Services are an alternative to secure detention that can be an effective response when a juvenile commits delinquent offenses, violates court orders or conditional release pursuant to RSA 169-B, which do not meet the threshold for detention but due to the emergent nature of their behavior need immediate, temporary residential services. Alternatives to secure detention enhance the public safety, provide supervision of the alleged offender, and allow for case planning based on the Division for Children, Youth and Families Practice Model.

All juveniles authorized to receive Juvenile Detention Alternative Initiative Services must be accompanied by a copy of the Juvenile Detention Alternative Initiative Risk Assessment Screening Tool, a medical authorization signed by the Juvenile's parent/guardian and a written or verbal order from the court (juveniles with dual or deferred orders may not be accepted) upon admission into the program.

The original contracts were competitively bid; the Department of Health and Human Services was presented with a total of five (5) applications for the provision of Juvenile Detention Alternative Initiative Services in response to a Request for Applications that was posted on the Department's website from August 20, 2014 through October 10, 2014. After careful review all five (5) of the applicants were selected.

The original contracts calls for the provision of these services for approximately one and one half years and reserves the Division's right to renew the agreement for up to four additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

The Division has been satisfied with the services provided and is requesting approval to exercise two years of the renewal option reserving the Division's option to renew the remaining two years based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, juveniles who commit lower level delinquent offenses or violate court orders or conditional release, could be securely detained instead of being placed in an alternative to detention program. Studies have shown that youth who are unnecessarily detained end up more deeply involved in the Juvenile Justice system and their rates of recidivism increase. Juvenile Detention Alternative Initiative Services aims to maintain safety while keeping the youth closer to home, resulting in minimal disruption to educational programming and community-based services.

Area Served: Statewide

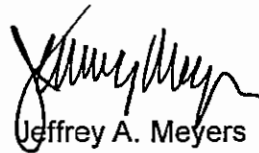
Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Jeffrey A. Meyers  
Commissioner

## Fiscal Details for Juvenile Detention Alternative Initiative Services

### Dover Children's Home (Vendor #233643)

207 Locust Street, Dover NH 03820

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Modified Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

### Nashua Children's Home (Vendor # 233615)

125 Amherst Street, Nashua NH 03064

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

### NFI North, Inc. (Vendor # 177575-B001)

PO Box 417, 40 Park Lane, Contoocook, NH 03229

Class/Object	Class Title	Activity Code	State Fiscal Year	Current Amount	Increase/ Decrease	Contract Amount
535-500376	Out of Home Placements	442105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>



**Pine Haven Boys Center (Vendor #174119-P001)**  
 PO Box 162, 133 River Road, Suncook, NH 03275

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Current Amount</b>	<b>Increase/ Decrease</b>	<b>Contract Amount</b>
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>

**Webster House (Vendor #154142)**  
 135 Webster Street, Manchester NH 03104

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Current Amount</b>	<b>Increase/ Decrease</b>	<b>Contract Amount</b>
535-500376	Out of Home Placements	42105824	2015	\$3,750		\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500		\$7,500
535-500376	Out of Home Placements	42105824	2017	\$0	\$7,500	\$7,500
535-500376	Out of Home Placements	42105824	2018	\$0	\$7,500	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>	<b>\$15,000</b>	<b>\$26,250</b>
			<b>Total:</b>	<b>\$56,250</b>	<b>\$75,000</b>	<b>\$131,250</b>

**New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services**



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Juvenile Detention Alternative Initiative Services Contract**

This first (1<sup>st</sup>) Amendment to the Juvenile Detention Alternative Initiative Services contract (hereinafter referred to as "Amendment #1") dated this 20<sup>th</sup> day of November 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Webster House (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 135 Webster Street, Manchester NH 03104.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 25, 2015 (Item #8), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, "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 by the Governor and Executive Council of the State of New Hampshire" and Exhibit C-1, Revisions to Standard Provisions, Paragraph 4, the State may renew the agreement for up to four additional years, by written agreement of the parties; and

WHEREAS, State and the Contractor have agreed to increase the price limitation, and extend the Contract;

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

To amend as follows:

1. Form P-37, General Provision, Item 1.7, Completion Date to read:  
June 30, 2018
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$26,250

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.

New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

2/10/14  
Date

Mary Ann Copney  
Mary Ann Copney  
Associate Commissioner

Webster House

12/11/15  
Date

Joe Catano  
Name  
Title EXECUTIVE DIRECTOR

Acknowledgement:

State of New Hampshire, County of Hillsborough on 12-11-2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or ~~Justice of the Peace~~

Helene J. Boucher  
Name and Title of Notary or ~~Justice of the Peace~~

HELENE J. BOUCHER, Notary Public  
My Commission Expires August 24, 2016

New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services



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

OFFICE OF THE ATTORNEY GENERAL

3/3/14  
Date

[Signature]  
Name: Michael A. Gold  
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Nicholas A. Toumpas  
Commissioner

Lorraine Bartlett  
Acting Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES

*DIVISION FOR CHILDREN, YOUTH & FAMILIES*

129 PLEASANT STREET, CONCORD, NH 03301-3857

603-271-4451 1-800-852-3345 Ext. 4451

FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 12, 2015

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, Office of Human Services, Division for Children, Youth and Families to enter into agreements with the vendors identified below to provide Juvenile Detention Alternative Initiative Services to court involved youths in an amount not to exceed \$56,250, effective upon Governor and Council approval through June 30, 2016. The agreements are funded with 100% General Funds.

Vendor	Vendor #	Location	Total
Dover Children's Home	233643	Dover	\$11,250
Nashua Children's Home	233615	Nashua	\$11,250
NFI North, Inc.	177575-B001	Contoocook	\$11,250
Pine Haven Boys Center	174119-P001	Allenstown	\$11,250
Webster House	154142	Manchester	\$11,250
Total:			\$56,250

Funds are available in the following account for State Fiscal Year 2015 and are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriation of funds in the future operating budget, with ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
HUMAN SERVICES, CHILD PROTECTION, CHILD FAMILY SERVICES

State Fiscal Year	Class Title	Activity Code	Class/Object	Contract Amount
2015	Out of Home Placements	42105824	535-500376	\$18,750
2016	Out of Home Placements	42105824	535-500376	\$37,500
Total				\$56,250

Please see attachment for fiscal details.

### EXPLANATION

The purpose of this request is to ensure temporary residential services are available for immediate use for juveniles for a minimum of one (1) day to a maximum of five (5) days as an alternative to secure detention.

Juvenile Detention Alternative Initiative (JDAI) Services are an alternative to secure detention that can be an effective response when a juvenile commits delinquent offenses, violates court orders or conditional release pursuant to RSA 169-B, which do not meet the threshold for detention but due to the emergent nature of their behavior need immediate, temporary residential services. Alternatives to secure detention enhance the public safety, provide supervision of the alleged offender, and allow for case planning based on the Division for Children, Youth and Families Practice Model.

All juveniles authorized to receive Juvenile Detention Alternative Initiative Services must be accompanied by a copy of the Juvenile Detention Alternative Initiative Risk Assessment Screening Tool, a medical authorization signed by the Juvenile's parent/guardian and a written or verbal order from the court (juveniles with dual or deferred orders may not be accepted) upon admission into the program.

The Department of Health and Human Services was presented with a total of five (5) applications for the provision of Juvenile Detention Alternative Initiative Services in response to a Request for Applications that was posted on the Department's website from August 20, 2014 through October 10, 2014. After careful review all five (5) of the applicants were selected. The bid summary is attached.

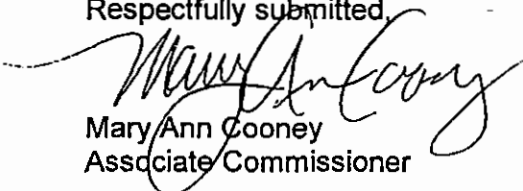
The attached contracts calls for the provision of these services for approximately one and one half years and reserves the Division's right to renew the agreement for up to four additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, juveniles who commit lower level delinquent offenses or violate court orders or conditional release, could be securely detained instead of being placed in an alternative to detention program. Studies have shown that youth who are unnecessarily detained end up more deeply involved in the Juvenile Justice system and their rates of recidivism increase. Juvenile Detention Alternative Initiative Services aims to maintain safety while keeping the youth closer to home, resulting in minimal disruption to educational programming and community-based services.

Area Served: Statewide

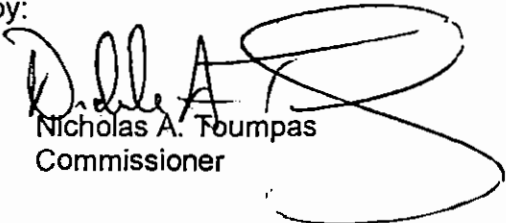
Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Tournpas  
Commissioner

# Fiscal Details for Juvenile Detention Alternative Initiative Services

## Dover Children's Home (Vendor #233643)

207 Locust Street, Dover NH 03820

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

## Nashua Children's Home (Vendor # 233615)

125 Amherst Street, Nashua NH 03064

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

## NFI North, Inc. (Vendor # 177575-B001)

PO Box 417, 40 Park Lane, Contoocook, NH 03229

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	442105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

## Pine Haven Boys Center (Vendor #174119-P001)

PO Box 162, 133 River Road, Suncook, NH 03275

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>

## Webster House (Vendor #154142)

135 Webster Street, Manchester NH 03104

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
535-500376	Out of Home Placements	42105824	2015	\$3,750
535-500376	Out of Home Placements	42105824	2016	\$7,500
			<b>Subtotal:</b>	<b>\$11,250</b>
			<b>Total:</b>	<b>\$56,250</b>

**RFA 15-DHHS-OHS-DCYF-RFA-13**  
**Juvenile Detention Alternatives Initiative Services**  
**Application Review**  
**October 13, 2014**

<b>Applicant</b>	<b>Select</b>	<b>Non Select</b>
Nashua Children's Home	X	
Pine Haven Boys Center	X	
NFI North, Inc.	X	
Dover Children's Home	X	
Webster House	X	

**Review Committee**

<b>Name</b>	<b>Title</b>
<b>Michele L. Smith</b>	<b>Program Specialist IV</b>
<b>Kathleen Talbot</b>	<b>Program Specialist IV</b>
<b>Pamela Sullivan</b>	<b>Program Specialist IV</b>



Subject: Juvenile Detention Alternative Initiative Services**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Webster House		1.4 Contractor Address 135 Webster Street Manchester NH 03104	
1.5 Contractor Phone Number (603) 622-8013	1.6 Account Number 05-095-42-421010-29580000	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$11,250
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>Lou Catano</i>		1.12 Name and Title of Contractor Signatory LOU CATANO EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>12-30-2014</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 <i>Helene J. Boucher</i> [Seal]		HELENE J. BOUCHER, Notary Public My Commission Expires August 24, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Helene J. Boucher, Adm. Assistant/Bookkeeper</i>			
1.14 State Agency Signature <i>Mary Ann Conway</i>		1.15 Name and Title of State Agency Signatory MARY ANN CONWAY Associate Commissioner	
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: <i>Megan A. Kelly</i> - Attorney On: <u>3/2/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

**7. PERSONNEL.**

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

## 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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. General Terms and Conditions of Contract

- 1.1. All juveniles authorized to receive JDAI Services must be accompanied by a copy of the JDAI Risk Assessment Screening Tool, a medical authorization signed by the Juvenile's parent/guardian and a written or verbal order from the court (juveniles with dual or deferred orders may not be accepted) upon admission into the program..
- 1.2. The Contractor will submit a detailed description of the language assistance services they will provided to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

#### 2. Services to be Provided

- 2.1. The Contractor will provide temporary residential services available for immediate use for a juvenile for a minimum of one (1) day to a maximum of five (5) days, including weekends and holidays. Temporary residential services will include but not be limited to:
  - 2.1.1. Supervision of the juvenile.
  - 2.1.2. Nutritional needs of the juvenile.
  - 2.1.3. Accommodations for the juvenile to address their personal hygiene.
  - 2.1.4. Toiletries for the juvenile (such as toothbrush, toothpaste, soap, feminine requirements etc.).
  - 2.1.5. Proper sleeping and privacy accommodations for the juvenile in accordance with He-4001.
  - 2.1.6. Transportation for the juvenile only when related to emergency or urgent medical needs.
- 2.2. The Contractor will ensure proper documentation upon acceptance of any juvenile.
- 2.3. The Contractor may deny a juvenile or contact the referring agency for the removal of a juvenile if the juvenile is exhibiting any of the following behaviors:
  - 2.3.1. suicidal ideation,
  - 2.3.2. presently under the influence of drugs and/or alcohol, or
  - 2.3.3. significant aggressive and/or violent behavior.
- 2.4. The Contractor will maintain licensing through He-4001 and remain certified through He-C 6350 by the New Hampshire Department of Health and Human Services (the contractor is not required to provide the clinical services within He-C 6350).
- 2.5. The Contractor will work with the assigned Juvenile Probation and Parole Officer (JPPO) to plan for the juvenile's discharge and/or further placement needs.



### **Method and Conditions Precedent to Payment**

1. This contract is funded with 100% general funds, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred.
2. The Department shall pay the Contractor an amount not to exceed, on Form P-37, block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A. Scope of Services.
3. Payment for services shall be at a rate of one-hundred and fifty (\$150.00) per day, for each juvenile that receives services under this program.
  - 3.1. JDAI services for twenty-four (24) hours or less shall be paid for one day of service.
  - 3.2. JDAI services beyond twenty-four (24) hours will be paid the daily rate, stated in Exhibit B section 3, for each calendar day that the juvenile is authorized for JDAI services.
  - 3.3. JDAI services cannot exceed five (5) days, per juvenile, including weekends and holidays.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor will submit an invoice within thirty (30) days of providing services, which identifies and requests reimbursement for authorized expenses. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
    - 4.1..1. The Contractor will include the following documentation with the invoice:
      - 4.1..1.1. A copy of the court order for JDAI services;
      - 4.1..1.2. A copy of the JDAI Risk Assessment Screening Tool; and
      - 4.1..1.3. a medical authorization signed by the Juvenile's parent/guardian.
    - 4.1..2. Invoices must be submitted to:

Attn: NH JDAI Coordinator  
NH Department of Health and Human Services  
Division for Children, Youth and Families  
1056 North River Road  
Manchester, NH 03104
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

*He*  
7/31/9



**SPECIAL PROVISIONS**

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

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





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

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

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

*ZJC*  
12/2/14



New Hampshire Department of Health and Human Services  
Exhibit C



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

**DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. 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 insurance 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 with additional social service professional liability insurance coverage in an amount of \$1,000,000 for each Professional Incident limit and sexual or physical abuse or molestation liability insurance coverage of not less than \$1,000,000 per occurrence; and

*[Signature]*  
*12/30/14*

New Hampshire Department of Health and Human Services  
Exhibit C-1



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4. The Department reserves the right to renew the Agreement for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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12/31/94

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name:

12/30/14  
Date

[Signature]  
Name:  
Title: Ex. Director

New Hampshire Department of Health and Human Services  
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

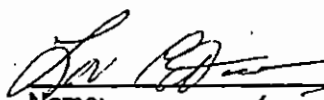
The undersigned certifies, to the best of his or her knowledge and belief, that:

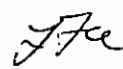
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

12/30/14  
Date

  
Name: Executive Director  
Title:

  
12/30/14





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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

12/30/14  
Date

[Signature]  
Name:  
Title: Executive Director

Contractor Initials LT  
Date 12/30/14



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

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

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

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

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

Exhibit G

Contractor Initials

*LTC*

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

12/30/14  
Date

[Signature]  
Name:  
Title: Executive Director

Exhibit G

Contractor Initials JK

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