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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

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division 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
<b>Total:</b>			<b>\$131,250</b>

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
<b>Total</b>				<b>\$56,250</b>	<b>\$75,000</b>	<b>\$131,250</b>

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>



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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 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 "CIV", enclosed in a circle. Below the signature is the date "11/4/16".

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

Ree E Leaf Osburn, Executive  
Name Director  
Title

Acknowledgement:  
State of NH, County of Stratford 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

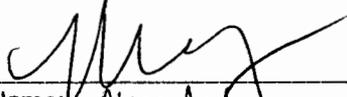
(RTe) 1/4/16



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

  
Name: Megan A. York  
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:

 114/116

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 formed May 13, 1893. 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 11<sup>th</sup> day of December A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Paulette S. Rouleau, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Dover 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 11/4/16:  
(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 4 day of January, 2016.  
(Date Contract Signed)

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

of the Agency.

  
(Signature of the Elected Officer)

STATE OF NH

County of Stratford

The forgoing instrument was acknowledged before me this 4 day of January, 2016.

By Paulette S. Rouleau.  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

NOTARY SEAL:  
**Susan A. Gordon**  
Notary Public  
My Commission Expires  
March 13, 2020  
Commission Expires: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2015

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> 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.com <b>FAX (A/C No.):</b> (603) 293-7188	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Great American Ins Group	
		<b>INSURER B:</b> Technology Insurance Co	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 2015                      **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"/> PROJECT <input type="checkbox"/> LOC OTHER:			PAC387921403	11/5/2015	11/5/2016	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 type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAP387921504	11/5/2015	11/5/2016	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB3879216	11/5/2015	11/5/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
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/A	TWC3509122	11/5/2015	11/5/2016	<input 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)

**CERTIFICATE HOLDER**

State of New Hampshire DHHS  
 JDAI Program  
 129 Pleasant Street  
 Concord, NH 03301

**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  
 F Kenneally/FAIRLE *Fairley Kenneally*

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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, 2014 AND 2013  
AND  
INDEPENDENT AUDITORS' REPORT**

**DOVER CHILDREN'S HOME, INC.**  
**FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED SEPTEMBER 31, 2014 AND 2013**

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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, 2014 and 2013, and the related statements of activities and changes in net assets, 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.

### **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 qualified 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 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, 2014 and 2013, 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 + Roberts,  
Professional Association*

April 23, 2015  
Dover, New Hampshire

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

**STATEMENTS OF FINANCIAL POSITION  
SEPTEMBER 30, 2014 AND 2013**

**ASSETS**

	<u>2014</u>	<u>2013</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 634,934	\$ 193,846
Accounts receivable	35,705	33,520
Bequest receivable	275,000	-
Inventory, food	2,673	2,504
Prepaid expenses	7,563	5,816
	<u>955,875</u>	<u>235,686</u>
<b>PROPERTY AND EQUIPMENT</b>		
Land and building	861,056	842,869
Furniture and equipment	137,671	129,357
Vehicles	92,549	92,549
	<u>1,091,276</u>	<u>1,064,775</u>
Less accumulated depreciation	689,923	635,076
	<u>401,353</u>	<u>429,699</u>
<b>OTHER ASSETS</b>		
Long term investments	4,019,625	3,757,719
	<u>4,019,625</u>	<u>3,757,719</u>
Total assets	<u>\$ 5,376,853</u>	<u>\$ 4,423,104</u>

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 393	\$ 33,186
Refundable rent	293	-
Accrued vacation	69,555	52,470
Accrued payroll and related liabilities	27,873	23,959
Deferred revenue	1,605	2,301
Due to The Chase Home for Children	52,434	-
	<u>152,153</u>	<u>111,916</u>
Total current liabilities	<u>152,153</u>	<u>111,916</u>
<b>NET ASSETS</b>		
Unrestricted	907,911	294,741
Temporarily restricted	3,984	21,000
Permanently restricted	4,312,805	3,995,447
	<u>5,224,700</u>	<u>4,311,188</u>
Total net assets	<u>5,224,700</u>	<u>4,311,188</u>
Total liabilities and net assets	<u>\$ 5,376,853</u>	<u>\$ 4,423,104</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, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<b>UNRESTRICTED REVENUE AND SUPPORT</b>		
Contributions	\$ 834,159	\$ 201,309
Fundraising	174,229	118,267
Government and other agencies	557,066	534,811
Income from outside trust grants	39,544	29,066
Interest income	<u>906</u>	<u>209</u>
Total unrestricted revenue and support	1,605,904	883,662
Net assets released from restrictions	<u>89,180</u>	<u>98,918</u>
Total unrestricted revenue, support, and net assets released from restrictions	<u>1,695,084</u>	<u>982,580</u>
<b>EXPENSES</b>		
Program services		
Instructional and student activities	712,161	680,656
Residential	165,343	143,179
Supporting services		
General and administrative	102,971	107,337
Fundraising	<u>101,439</u>	<u>79,339</u>
Total expenses	<u>1,081,914</u>	<u>1,010,511</u>
<b>CHANGE IN UNRESTRICTED NET ASSETS</b>	613,170	(27,931)
<b>TEMPORARILY RESTRICTED NET ASSETS</b>		
Contributions	1,153	21,000
Net assets released from restrictions	<u>(18,169)</u>	<u>-</u>
<b>CHANGE IN TEMPORARILY RESTRICTED NET ASSETS</b>	(17,016)	21,000
<b>PERMANENTLY RESTRICTED NET ASSETS</b>		
Interest and dividends, investments	95,521	75,104
Unrealized (loss) gain on investments	(230,877)	146,522
Gain on sale of investments	523,725	119,582
Net assets released from restrictions	<u>(71,011)</u>	<u>(98,918)</u>
<b>CHANGE IN PERMANENTLY RESTRICTED NET ASSETS</b>	317,358	242,290
<b>INCREASE IN NET ASSETS</b>	913,512	235,359
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>4,311,191</u>	<u>4,075,832</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 5,224,703</u>	<u>\$ 4,311,191</u>

See Notes to Financial Statements

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

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 913,512	\$ 235,359
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	54,846	43,014
Gain on sale of investments	(523,725)	(119,582)
Unrealized loss (gain) on investments	230,877	(146,522)
(Increase) decrease in assets:		
Accounts receivable	(2,185)	532
Bequest receivable	(275,000)	
Inventory, food	(169)	(812)
Prepaid expenses	(1,747)	605
Increase (decrease) in liabilities:		
Accounts payable	(32,793)	18,819
Refundable rent	293	(300)
Accrued vacation	17,085	5,142
Accrued payroll and related liabilities	3,914	3,693
Deferred revenue	(696)	(2,860)
Due to Chase Home	52,434	-
	<u>436,646</u>	<u>37,088</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>		
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property and equipment	(26,500)	(117,941)
Purchase of investments	(3,341,452)	(1,520,400)
Proceeds from sale of investments	<u>3,372,394</u>	<u>1,417,738</u>
	<u>4,442</u>	<u>(220,603)</u>
<b>NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES</b>		
<b>NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS</b>	441,088	(183,515)
<b>CASH AND EQUIVALENTS, BEGINNING OF YEAR</b>	<u>193,849</u>	<u>377,364</u>
<b>CASH AND EQUIVALENTS, END OF YEAR</b>	<u>\$ 634,937</u>	<u>\$ 193,849</u>

See Notes to Financial Statements

DOVER CHILDREN'S HOME, INC.

**STATEMENTS OF FUNCTIONAL EXPENSES  
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013**

<b>INSTRUCTIONAL AND STUDENT ACTIVITIES</b>	<u>2014</u>	<u>2013</u>
Salaries and wages	\$ 538,844	\$ 502,097
Payroll taxes	43,594	43,836
Food	36,263	33,715
Health and dental insurance	24,615	26,624
Insurance	12,231	11,123
Scholarship	8,433	14,926
Client transportation	7,963	8,606
Recreation/weekend activities	5,571	6,371
Holidays/vacations	4,872	6,312
Vehicle maintenance and repairs	4,466	1,059
Staff development	3,889	2,772
School supplies	3,082	3,867
Pilot house expense	2,912	4,009
Allowance	2,820	2,568
Vehicle insurance	2,376	2,392
Hygiene/personal products	1,847	1,404
Clothing	1,657	2,481
Criminal record check	1,415	-
Staff mileage reimbursement	1,356	1,351
Telephone	1,133	1,017
Payroll service costs	1,064	1,113
Resident reinforcers	766	1,080
Client treatment services	695	-
Miscellaneous	231	1,868
Membership dues	66	65
	<hr/>	<hr/>
Total instructional and student activities	\$ 712,161	\$ 680,656

See Notes to Financial Statements

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

**STATEMENTS OF FUNCTIONAL EXPENSES  
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013**

<b>RESIDENTIAL</b>	<b><u>2014</u></b>	<b><u>2013</u></b>
Depreciation	\$ 52,103	\$ 40,864
Salaries and wages	47,509	41,657
Heat	19,945	17,700
Insurance	8,679	8,640
House supplies	8,463	3,776
Electricity	8,078	8,947
Grounds maintenance	3,832	3,305
Water and sewer	3,782	3,431
Payroll taxes	3,865	3,668
Equipment maintenance and repairs	3,392	2,056
Maintenance and repairs	2,598	6,557
Health and dental insurance	2,393	2,484
Gas	614	-
Payroll service costs	<u>90</u>	<u>94</u>
Total residential	<b><u>\$ 165,343</u></b>	<b><u>\$ 143,179</u></b>

See Notes to Financial Statements

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

**STATEMENTS OF FUNCTIONAL EXPENSES  
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013**

<b>GENERAL AND ADMINISTRATIVE</b>	<b><u>2014</u></b>	<b><u>2013</u></b>
Salaries and wages	\$ 62,529	\$ 64,920
Audit fees	13,675	15,700
Telephone	6,417	5,761
Payroll taxes	5,087	5,716
Depreciation	2,743	2,150
Other administrative expenses	2,733	1,637
Health and dental insurance	3,149	3,872
Office supplies	2,166	3,220
Insurance	1,706	1,695
Bank service fees	709	676
Membership dues	594	581
Miscellaneous	459	352
Postage and shipping	408	246
Food	388	338
Payroll service	110	115
Printing and binding	98	337
Interest expense	-	21
	<hr/>	<hr/>
Total general and administrative	<b><u>\$ 102,971</u></b>	<b><u>\$ 107,337</u></b>

See Notes to Financial Statements

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

**STATEMENTS OF FUNCTIONAL EXPENSES  
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013**

<b>FUNDRAISING</b>	<b><u>2014</u></b>	<b><u>2013</u></b>
Salaries and wages	\$ 52,734	\$ 41,440
Direct fundraising expenses	28,217	21,246
Advertising	12,123	9,109
Payroll taxes	4,290	3,649
Office supplies	430	569
Health and dental insurance	2,657	2,472
Insurance	928	692
Printing and binding	42	144
Payroll service	<u>18</u>	<u>18</u>
Total fundraising	<b><u>\$ 101,439</u></b>	<b><u>\$ 79,339</u></b>

See Notes to Financial Statements

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

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013**

**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 Agency 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 Agency.

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, 2014 and 2013 the Home had \$4,312,805 and \$3,995,447, respectively, of permanently restricted net assets (see **Notes 2** and **5**). As of September 30, 2014 and 2013, the Home had \$3,984 and \$21,000, 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 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.

### **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 2014 and 2013, has made no provision for Federal income taxes in the accompanying financial statements. The Home was previously classified by the Internal Revenue Service (IRS) as a private foundation; however, on January 9, 2009 the Home began the process of terminating its private foundation status and obtaining section 509(a)(2) status as a public charity. The Home's sixty month advance ruling period necessary to obtain section 509(a)(2) status as a public charity ended on May 31, 2014. On April 23, 2015 the IRS informed the Home that its private foundation status has been terminated under provisions 507(b)(1)(B) of the IRS code and, accordingly, as of June 1, 2009 the Home has been reclassified as a public charity described in section 509(a)(2) of the Internal Revenue Code.

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 their information returns for all open tax years (tax years ending 2011 - 2014), and has concluded that no provision for income tax is required in the Organization'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, 2014 and 2013 consist of money market accounts. Cash equivalents totaled \$471,370 and \$125,053 on September 30, 2014 and 2013, respectively.

### **Accounts Receivable**

Accounts receivable represent amounts due from Medicaid, DCYF, and the U.S. Department of Agriculture (USDA), as well as other small programs funded by the State of New Hampshire for September 30, 2014 and 2013. 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. Expenditures 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
Equipment	5 - 10
Furniture and fixtures	5 - 10
Vehicles	5

Depreciation expense for the years ended September 30, 2014 and 2013 was \$54,846 and \$43,014, 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 Vacation**

Accrued vacation represents the Home's liability for the cost of unused employee vacation time, which is payable when used or in the event of employee termination.

### **Promises to Give**

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 and gains from restricted investments are reported as increases 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 and the general and administrative support have been summarized on a functional basis. Accordingly, certain costs have been allocated among the programs and supporting services 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 as net assets released from restrictions.

The temporarily restricted net assets for the year end September 30, 2014 totaled \$3,984. Temporarily restricted net assets at September 30, 2013 consisted of \$21,000 in donations restricted for the purchase of a generator for the Home.

The majority of the permanently restricted net assets as of September 30, 2014 and 2013 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, 2014 and 2013, the balances on interest and non-interest bearing accounts were insured by the FDIC up to \$250,000. At September 30, 2014, the Home had approximately \$221,000 on deposit in excess of the FDIC limit. At September 30, 2013, the Home had no amounts on deposit in excess of the FDIC limit.

The Organization received approximately 30% and 50% of its funding from Medicaid and Division of Children, Youth and Families (DCYF) combined for the years ended September 30, 2014 and 2013, respectively. At September 30, 2014 and 2013, Medicaid and DCYF accounted for 84% and 86%, respectively, of the balance in accounts receivable.

**NOTE 4. INVESTMENTS**

The following is a summary of investments at September 30, 2014 and September 30, 2013:

**September 30, 2014**

<b>Endowment Fund</b>	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Cash and cash equivalents	\$ 211,031	\$ 211,031	\$ -
Investment portion:			
Government obligations	543,313	526,544	(16,769)
Non-government obligations	83,496	82,761	(735)
Common stocks	2,213,791	2,496,328	282,537
Mutual funds	<u>420,187</u>	<u>423,853</u>	<u>3,666</u>
Total investment portion	<u>3,260,787</u>	<u>3,529,486</u>	<u>268,699</u>
Total endowment fund	<u>\$ 3,471,818</u>	<u>\$ 3,740,517</u>	<u>\$ 268,699</u>
<b>Other Funds</b>	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Cash and cash equivalents	\$ 260,339	\$ 260,339	\$ -
Investment portion:			
Non-government obligations	103,459	104,173	714
Common stocks	161,147	269,760	108,613
Mutual funds	186,800	101,740	(85,060)
Partnership	<u>14,124</u>	<u>14,466</u>	<u>342</u>
Total investment portion	<u>465,530</u>	<u>490,139</u>	<u>24,609</u>
Total other funds	<u>\$ 725,869</u>	<u>\$ 750,478</u>	<u>\$ 24,609</u>
<b>Total</b>			
Total cash and cash equivalents	<u>\$ 471,370</u>	<u>\$ 471,370</u>	<u>\$ -</u>
Total investment portion	<u>3,726,317</u>	<u>4,019,625</u>	<u>293,308</u>
Total	<u>\$ 4,197,687</u>	<u>\$ 4,490,995</u>	<u>\$ 293,308</u>

**September 30, 2013**

<b>Endowment Fund</b>	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Cash and cash equivalents	\$ 114,690	\$ 114,690	\$ -
Investment portion:			
Government obligations	620,074	611,444	(8,630)
Non-government obligations	268,595	269,030	435
Common stocks	1,255,783	1,597,678	341,895
Mutual funds	620,861	759,105	138,244
Foreign obligations	<u>86,440</u>	<u>84,788</u>	<u>(1,652)</u>
Total investment portion	<u>2,851,753</u>	<u>3,322,045</u>	<u>470,292</u>
Total endowment fund	<u>\$ 2,966,443</u>	<u>\$ 3,436,735</u>	<u>\$ 470,292</u>
<b>Other Funds</b>	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Gain (Loss)</u>
Cash and cash equivalents	\$ 10,363	\$ 10,363	\$ -
Investment portion:			
Government obligations	25,300	25,279	(21)
Non-government obligations	136,397	135,164	(1,233)
Common stocks	108,866	136,355	27,489
Mutual funds	<u>111,218</u>	<u>138,876</u>	<u>27,658</u>
Total investment portion	<u>381,781</u>	<u>435,674</u>	<u>53,893</u>
Total other funds	<u>\$ 392,144</u>	<u>\$ 446,037</u>	<u>\$ 53,893</u>
<b>Total</b>			
Total cash and cash equivalents	<u>\$ 125,053</u>	<u>\$ 125,053</u>	<u>\$ -</u>
Total investment portion	<u>3,233,534</u>	<u>3,757,719</u>	<u>524,185</u>
Total	<u>\$ 3,358,587</u>	<u>\$ 3,882,772</u>	<u>\$ 524,185</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 Level 1, which refers to investments traded in an active market; level 2, which refers to investments not traded on 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, 2014 and 2013, the Home's investments were all classified as Level 1 and were based on quoted market prices.

**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 2014 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. BEQUEST RECEIVABLE**

During the year ended September 30, 2014, Dover Children's Home, Inc. learned they were named a beneficiary of a trust. The total amount to be received from the trust was \$550,000. During the year ended September 30, 2014, the Home had received \$275,000. The remaining \$275,000 has been recorded as a receivable for the year ended September 30, 2014.

**NOTE 8. SEACOAST HALF MARATHON / THE CHASE HOME FOR CHILDREN**

Dover Children's Home, Inc., along with The Chase Home for Children, were named co-beneficiaries of the Seacoast Half Marathon scheduled to take place in November 2014. Each beneficiary will receive 50% of the net proceeds. Dover Children's Home is serving as the fiduciary agent for the event. All registration fees for the event are non-refundable. At September 30, 2014, there is a liability due to The Chase Home for Children related to this event, totaling \$52,434, which represents 50% of the net proceeds earned from the event. Accordingly, Dover Children's Home, Inc. has recognized net proceeds from the event totaling \$52,434.

**NOTE 9. 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 April 23, 2015, the date the financial statements were available to be issued.

**DOVER CHILDREN'S HOME**  
**FISCAL YEAR 2015 - 2016 BOARD OFFICERS AND STANDING COMMITTEE CHAIRS**  
**\* EXECUTIVE COMMITTEE \***  
 updated: 11/30/15

<b>President</b> John Gill (serving since 6-18-13)	<b>First Vice President</b> <b>Treasurer</b> Stan Kaubris (serving since 9-16-14)
<b>Second Vice President</b> <b>Assistant Treasurer</b> Paulette Rouleau (serving since 6-12-07)	<b>Finance Chair</b> Mike Murphy (serving since 3-25-15)
<b>Fundraising Chair</b> Doug Glennon (serving since 10-21-14)	<b>Children's Committee Chair</b> Brett Hamel (serving since 9-17-13)

Carolyn Mebert (serving since 6-10-03)	Emily Demers ** Past DCH Consumer ** (serving since 7-17-12)
Don Cichon (serving since 3-18-14)	Oake Carlson (serving since 10-21-14)
Regenail Thomas (serving since 3-25-15)	Jim Horne (serving since 8-26-15)
Toby Arkwell (serving since 8-26-15)	Lin Tamulonis (serving since 11-25-15)

**FISCAL YEAR 2015 - 2016 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)
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## Christine Albert, LICSW

### Education

University of New Hampshire  
*Master of Social Work, May 2006*

Gordon College  
*Bachelor of Arts in Psychology, May 2002*

### Licensure

Licensed Independent Clinical Social Worker: NH Board of Mental Health Practice

### Skills

- Extensive experience collaborating with state agencies such as the Division for Children, Youth and Families and the Division for Juvenile Justice Services
- Extensive supervisory experience overseeing Bachelor's and Master's level students and professionals.
- Extensive experience developing and implementing policies, procedures, clinical and psycho-educational opportunities for residential programming
- Experience with grant writing and fiscal management
- Experience providing assessment, diagnosis, designing measurable treatment plans and clinical interventions, and maintaining clinical records of children, youth, and families

### Professional Experience

#### *Program Director*

*Dover Children's Home, Dover, NH*

*November 2008- Present*

- Ensure excellence in the care of clients and the highest quality residential treatment services and educational programs
- Ensure appropriate development and implementation of clinical interventions utilizing best-practices
- Lead agency in programmatic changes that address ever-changing treatment needs of clients and ensure best-practice is maintained
- Provide supervision to residential counselor program supervisors, case managers and student interns
- Facilitate weekly staff meetings to provide group supervision of 20-person treatment team
- Utilize crisis intervention and stabilization techniques to de-escalate acting out behaviors of clients

#### *Program Director*

*N.F.I. Massachusetts Multisystemic Therapy, Beverly, MA*

*December 2007-November 2008*

- Provided clinical supervision as well as administrative oversight of start-up Multisystemic Therapy Program
- Aggressively marketed program to referring agencies through presentations at weekly meetings, and conferences
- Developed policies and procedures to support the program's treatment approach
- Facilitated weekly conference calls with Multisystemic Therapy Consultant to ensure that the fidelity of the treatment model was maintained by program clinicians
- Managed fiscal resources of the program

#### *Program Director*

*N.F.I. Massachusetts C.A.M.P Amesbury, Amesbury, MA*

*September 2006-December 2007*

- Ensured excellence in programming and care of clients in a residential setting

- Acted as a representative to and develop strong working relationships with referring agency and collateral resources
- Provided supervision to administrative team as well as program supervisors
- Continued the development of policies, procedures, and programming to support the program's treatment approach
- Managed fiscal resources of the program

*Youth and Families Fee for Service Therapist, part-time  
Community Partners, Dover, NH*

*September 2006-December 2007*

- Utilized DSM IV-TR criteria to provide diagnosis of clients
- Developed treatment plans with clients to identify measurable outcomes
- Counseled children, youth, and families utilizing a variety of therapeutic approaches including solution- focused, cognitive behavioral, and play therapy to provide the best treatment for presenting functional impairments and treatment issues

*Clinician*

*N.F.I. Massachusetts C.A.M.P. Amesbury, Amesbury, MA*

*June 2006-September 2006*

- Provided complete biopsychosocial assessment of clients to referring agency
- Developed individual treatment plans for clients focusing on circumstances of criminal involvement, family circumstances, educational goals, and trauma history
- Led topic specific groups including: DBT, substance abuse, team building, and a psychodynamic group addressing criminally offensive behaviors.

*Independent Living Coordinator*

*Dover Children's Home P.I.L.O.T. House, Dover, NH*

*May 2004-June 2006*

- Developed and implement policies and procedures for newly created independent living program
- Supervised residential program for adolescents focusing on independent living skills
- Wrote and submit grant applications for future funding of the program
- Led psycho-educational groups for adolescents developing independent living skills

*Mental Illness Management Services Respite Provider, part-time  
Community Partners, Dover, NH*

*August 2002-June 2006*

- Provided supportive services to children with chronic mental illness
- Coached clients to utilize symptom management techniques in community settings
- Utilized behavior management techniques to redirect non-compliant behavior

### **Additional Training**

- Crisis Prevention and Intervention: Nonviolent Crisis Intervention Certified
- American Red Cross Standard First Aid and Adult CPR Certified
- University of New England: Online Seminar Enrichment Training Participant
- Critical Incident Stress Management Certified with additional training in school-based crises
- MST Services Multisystemic Therapy Core Training: trained Clinician and Clinical Supervisor

**\*\*References available upon request\*\***

## **Joanne Devlin, MA, LCMHC,**

### **Professional Skills:**

- Specialized training and experience in treatment of: Trauma, Mood Disorders, Substance Abuse, Behavioral Disorders & Maladaptive Family Patterns.
- Proficient in a variety of treatment modalities including: CBT, EMDR, Expressive Therapies, & Motivational Interviewing.
- Confident in building and maintaining therapeutic rapport with adolescents and their families.
- Value and promote a collaborative team approach in client treatment.
- Effectively consult with PCPs, psychiatrists, neuropsychologists and school staff.
- Competent in crisis assessment and interventions.
- Possess significant clinical experience across a range of intervention levels, from traditional outpatient to intensive wraparound.
- Actively seek consultation and professional development opportunities to clarify ethical dilemmas and to stay abreast of current research-driven best practices
- Sound clinical documentation skills

### **Professional Experience:**

**Clinical Director, Dover Children's Home, Dover, NH**

**11/2010 – Present**

Responsible for the development and management of clinical services for youth (ages 12 - 19) who are court ordered to receive services.

Provide psychosocial and needs assessments, create treatments plans in collaboration with the youth's family, the youth, the Division Youth and Family Worker, or Juvenile Probation Officer. Ensure the effective implementation of the youth's treatment plan, and make discharge recommendations to the Court and the youth's workers.

Ensure accurate documentation for monthly progress reports, maintain files and ensure timely completion of reports to the Court. Maintain professional records to meet State requirements.

Provide crisis assessments and crisis stabilization to youth who are acutely emotionally and/or behaviorally dis-regulated, offer case management to link families and youth to community resources and services such as therapy, medical care, recreational activities.

Provide psycho-education to parents relating to effective parenting and behavior management techniques.

Provide weekly group staff supervision as well as supervision to Adolescent Counselor Supervisors, the Independent Living Coordinator and the Educational/Vocational Coordinator.

Offer staff training to increase knowledge and skills of the Adolescent Counselors.

**Clinician, Counseling Services Inc, Kittery, ME**

**05/2000-11/2010**

Provided individual, marital and family counseling.

Conducted intake and bio psychosocial assessments, developed comprehensive treatment plans based on clinical diagnosis and needs assessment.

Provided intensive in-home and community based outreach counseling on the Assertive Community Treatment Team. Competent in treatment of mood disorders, complex trauma, Post Traumatic Stress Disorder, maladaptive family patterns, adjustment disorders, stress management, stage of life and relational issues. Assisted families in transition, including: divorce, blended families and co-parenting. Independently conducted crisis assessments and ensure crisis stabilization. Coordinated and implemented community outreach. Established resource links and cultivating community partnerships. Effectively collaborated with schools, police departments, psychiatrists and primary care physicians to ensure best care practices. Provided consultation to school staff. Participant in multidisciplinary case consultations and team staffings to ensure best treatment strategies in complex psychiatric presentations. Maintain 30+ files while adhering to state and managed care guidelines

**Child and Family Therapist, Private Practice, Greenland, NH**

06/2007-01/2012

Provided individual, marital, and family counseling. Competent in diagnosing and treatment of mood disorders, ADHD, complex trauma, Post Traumatic Stress Disorder, maladaptive family patterns, adjustment disorders, stress management, stage of life and relational issues. Assisted families in transition, including: divorce, blended families and coparenting. Proficient in a variety of short and long-term treatment modalities including: Cognitive Behavioral Therapy, EMDR, Motivational Interviewing. Effectively collaborated with schools, psychiatrists and primary care physicians. Participated in peer consultation to ensure best treatment strategies

**Therapist, The Brichel Center, Portsmouth, NH**

10/ 2005 – 06/ 2007

Provided individual, family and group therapy including psychosocial, needs, crisis assessments and stabilization, and comprehensive treatment planning. Collaborated closely with child psychiatrist and neuropsychologist on multidisciplinary team. Developed Social Skills curriculum. Facilitated therapeutic group to address pragmatic deficits and parent support group. Participated in team consultation

**Education:**

Masters in Counseling Psychology, Antioch New England Graduate School, Keene, NH 2000

Bachelor of Arts in Psychology, University of Massachusetts, Lowell, MA 1989

University of Maryland, European Division, Wiesbaden, Germany 1987

**Relevant Post-Graduate Training:**

Attachment Work with Children April 2005

EMDR Level 1 & 2 April, September 2005

Legal and Ethical Issues: Clients Involved in Domestic Relations Disputes February 2006

Interventions and Treatment of Complex Trauma with Children and Adolescents May 2006

International Trauma Conference Boston, MA June 2006

Crisis Intervention Play Therapy with Bereaved and Traumatized Children and Youth December 2006

Working with Complex Family Systems 2007

Critical Incident Stress Management Basic Training October 2007

Cognitive Behavioral Therapy and Mindfulness March 2008

Modular Treatment/CBT for Children: Depression, Anxiety and Conduct Disorders Research Study with Harvard University  
September, October, November 2008

Unlocking Suicidal Secrets April 2009

Suicide Assessment May 2009

MCEC, Transitional Counselor Level 1 Training April 2010

Motivational Interviewing July 2006, May 2010

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.

# Renee Touhey-Childress

## 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

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

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

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

<b>BUDGET PERIOD:</b> SFY :				
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Donna Coraluzzo	Executive Director	\$76,577	0.00%	\$0.00
Christine Albert	Program Director	\$51,454	0.00%	\$0.00
Joanne Devlin	Clinical Director	\$51,000	0.00%	\$0.00
Susan Gordon	Office Manager	\$44,557	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$0.00</b>

<b>BUDGET PERIOD:</b> SFY :				
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Renee Touhey-Childress	Executive Director	\$65,000	0.00%	\$0.00
Christine Albert	Program Director	\$51,454	0.00%	\$0.00
Joanne Devlin	Clinical Director	\$51,000	0.00%	\$0.00
Susan Gordon	Office Manager	\$44,557	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$0.00</b>



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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
<b>Total:</b>			<b>\$56,250</b>

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
<b>Total</b>				<b>\$56,250</b>

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.

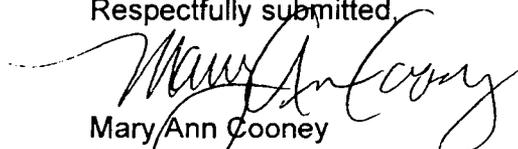
The attached contracts calls for the provision of these services for approximately one and one half years and reserves the Division's right to renew the agreement for up to four additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor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

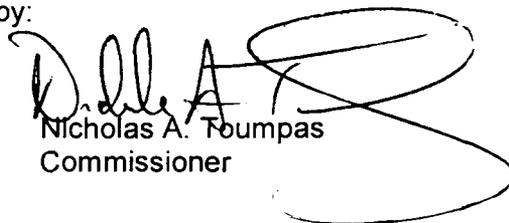
Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
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>

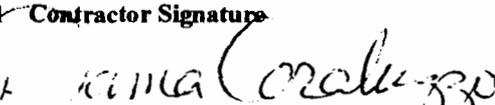
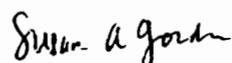
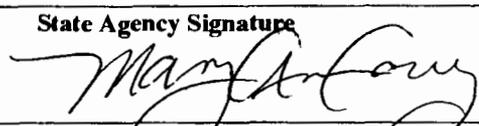
Subject: Juvenile Detention Alternative Initiative Services

**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> 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 Coraluzzo 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]  <b>Susan A. Gordon</b> Notary Public My Commission Expires <u>March 24, 2016</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 ANNE 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. York-Alberney On: <u>2/29/15</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.

Contractor Initials: DC  
Date: 1/6/15

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: DC  
Date: 1/6/15

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



## 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.



**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.



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 Corallo  
Name: Donna Corallo  
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

Donna Coraluzzo  
Name: Donna 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



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

Donna Coraluzzo  
Name: Donna Coraluzzo  
Title: 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



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 Coraluzzo  
Name: Donna Coraluzzo  
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



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: Dover Children's Home

Donna Coraluzzo

Name: Donna Coraluzzo  
Title: Executive Director

1/6/2015  
Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH D H H S  
 The State

Mary Ann Carney  
 Signature of Authorized Representative

MARY ANN CARNEY  
 Name of Authorized Representative

Associate Commissioner  
 Title of Authorized Representative

2/20/15  
 Date

Dover Children's Home  
 Name of the Contractor

Donna Coraluzzo  
 Signature of Authorized Representative

Donna Coraluzzo  
 Name of Authorized Representative

Executive Director  
 Title of Authorized Representative

1/6/2015  
 Date



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

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

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

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

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

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

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

Contractor Name: Dover Children's Home

1/6/15  
Date

Donna Coraluzzo  
Name: Donna Coraluzzo  
Title: Executive Director



FORM A

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

1. The DUNS number for your entity is: 136215167
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____



---

**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.



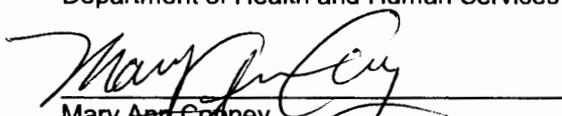
**New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services**

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  
Associate Commissioner

Nashua Children's Home

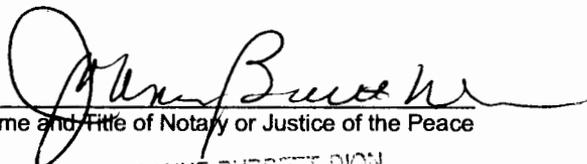
1/25/16  
Date

  
Name DAVID VELLZOTTE  
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

  
Name and Title of Notary or Justice of the Peace

JOANNE BURDETT DION  
Notary Public - New Hampshire  
My Commission Expires August 8, 2017

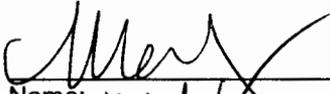
**New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services**



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

OFFICE OF THE ATTORNEY GENERAL

Date 3/3/14

  
Name: Megan A. York  
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

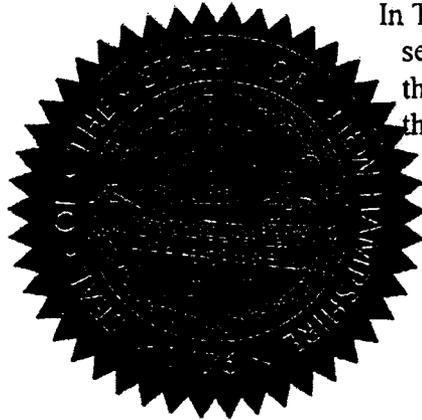
\_\_\_\_\_  
Date

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

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 black ink, appearing to read "Wm Gardner", written in a cursive style.

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 1/19/16:  
(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 FEBRUARY, 20 16.  
(Date Contract Signed)

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

of the Agency.

Tricia L. Albert  
(Signature of the Elected Officer)

STATE OF NH  
County of Hillsborough

The forgoing instrument was acknowledged before me this 2 day of February, 20 16.

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

John Beaton  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 8-8-17  
JOANNE BURDETT DION  
Notary Public - New Hampshire  
My Commission Expires August 8, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2015

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

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

PRODUCER Infantine Insurance P. O. Box 5125  Manchester NH 03108	CONTACT NAME: Gail Shaw	
	PHONE (A/C, No, Ext): (800) 937-0704 FAX (A/C, No): (603) 669-6831 E-MAIL ADDRESS: gshaw@infantine.com	
INSURED  Nashua Children's Home 125 Amherst Street Nashua NH 03064	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Ins Co	18058
	INSURER B: New York Marine and General Ins.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES** CERTIFICATE NUMBER: 15-16 MASTER 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			PHPK1355984	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Professional Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			PHPK1355984	7/1/2015	7/1/2016	Location Aggregate \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		PHUB504538	7/1/2015	7/1/2016	Non-owned \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ 2,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC201400006268	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)  
Confirmation of Coverage- 86 Concord St. Nashua NH.

<b>CERTIFICATE HOLDER</b>  reisman@dhhs.state.nh.us  State of NH, DHHS Division of Health and Human Services 129 Pleasant St. 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  Charles Hamlin/GMS <i>Charles Hamlin</i>

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## Nashua Children's Home

### **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, 2015**

**(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, 2015, 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.

**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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit 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, 2015, 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 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 16, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014 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 8, 2016 on our consideration of the 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 8, 2016

NASHUA CHILDREN'S HOME  
Statement of Financial Position

June 30, 2015

(With Comparative Totals as of June 30, 2014)

	Unrestricted			Total	2015	2014
	Operating	Endowment	Plant	Total	Temporarily Restricted	Permanently Restricted
<b>ASSETS</b>						
Current Assets:						
Cash and cash equivalents	\$ 639,339	-	-	\$ 639,339	\$ 149,315	\$ -
Investments	97,065	2,311,272	-	2,408,337	16,164	35,000
Due from other funds	-	219,000	-	219,000	-	-
Due from State of New Hampshire	5,477	-	-	5,477	-	-
Accounts receivable	319,986	-	-	319,986	-	-
Prepaid expenses	9,507	-	-	9,507	-	-
Deposit	300	-	-	300	-	-
Total Current Assets	1,071,674	2,530,272	-	3,601,946	165,479	35,000
Property and Equipment, net	-	-	1,354,783	1,354,783	-	-
Total Assets	1,071,674	2,530,272	1,354,783	4,956,729	165,479	35,000

**LIABILITIES AND NET ASSETS**

Current Liabilities:						
Accounts payable	\$ 43,337	-	-	\$ 43,337	\$ -	\$ -
Accrued payroll and related liabilities	219,294	-	-	219,294	-	-
Incurred but not yet reported health claims	186,034	-	-	186,034	-	-
Due to other funds	219,000	-	-	219,000	-	-
Total Current Liabilities	667,665	-	-	667,665	-	-
Long Term Liabilities:						
Notes payable - City of Nashua	-	-	755,000	755,000	-	-
Total Long Term Liabilities	-	-	755,000	755,000	-	-
Total Liabilities	667,665	-	755,000	1,422,665	-	-
Net Assets	404,009	2,530,272	599,783	3,534,064	165,479	35,000
Total Liabilities and Net Assets	1,071,674	2,530,272	1,354,783	4,956,729	165,479	35,000

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

NASHUA CHILDREN'S HOME

Statement of Activities

For the Year Ended June 30, 2015

(With Comparative Totals for the Year Ended June 30, 2014)

	Operating	Endowment	Unrestricted Plant	Total	Temporarily Restricted	Permanently Restricted	2015	2014
<b>Support and Revenue:</b>								
Support:								
Contributions	\$ 317,348	\$ -	\$ -	\$ 317,348	\$ 94,170	\$ -	\$ 411,518	\$ 287,246
CDBG grant	64,110	-	-	64,110	-	-	64,110	17,373
Revenue:								
Board and care	2,582,138	-	-	2,582,138	-	-	2,582,138	2,571,358
School tuition	1,122,037	-	-	1,122,037	-	-	1,122,037	1,117,752
Family program	16,526	-	-	16,526	-	-	16,526	14,334
USDA reimbursement	61,052	-	-	61,052	-	-	61,052	57,861
Investment gains/(losses)	-	89,912	-	89,912	-	-	89,912	354,336
Rental revenue, net	20,000	-	-	20,000	-	-	20,000	15,146
Other revenue	11,683	-	8,925	20,608	-	-	20,608	487
Net assets released from restrictions	67,992	-	-	67,992	(67,992)	-	-	-
<b>Total Support and Revenue</b>	<b>4,262,886</b>	<b>89,912</b>	<b>8,925</b>	<b>4,361,723</b>	<b>26,178</b>	<b>-</b>	<b>4,387,901</b>	<b>4,435,893</b>
<b>Expenses:</b>								
Program Expenses:								
Residential program	2,185,134	-	-	2,185,134	-	-	2,185,134	2,119,790
School	805,603	-	-	805,603	-	-	805,603	733,671
Family program	19,321	-	-	19,321	-	-	19,321	21,224
Independent living	69,351	-	-	69,351	-	-	69,351	110,771
Transitional living	74,206	-	-	74,206	-	-	74,206	75,081
Management Expenses:								
General management	1,147,070	22,158	-	1,169,228	-	-	1,169,228	1,074,620
Depreciation	-	-	132,546	132,546	-	-	132,546	142,189
Fundraising Expenses	65,205	-	-	65,205	-	-	65,205	47,254
<b>Total Expenses</b>	<b>4,365,890</b>	<b>22,158</b>	<b>132,546</b>	<b>4,520,594</b>	<b>-</b>	<b>-</b>	<b>4,520,594</b>	<b>4,324,600</b>
Change in net assets before transfers	(103,004)	67,754	(123,621)	(158,871)	26,178	-	(132,693)	111,293
Transfers Within Unrestricted Net Assets:								
Debt service and fixed asset acquisition	(29,582)	-	29,582	-	-	-	-	-
Endowment transfers	50,000	(50,000)	-	-	-	-	-	-
<b>Total Transfers</b>	<b>20,418</b>	<b>(50,000)</b>	<b>29,582</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Change in net assets	(82,586)	17,754	(94,039)	(158,871)	26,178	-	(132,693)	111,293
<b>Net Assets, Beginning of Year</b>	<b>486,595</b>	<b>2,512,518</b>	<b>693,822</b>	<b>3,692,935</b>	<b>139,301</b>	<b>35,000</b>	<b>3,867,236</b>	<b>3,755,943</b>
<b>Net Assets, End of Year</b>	<b>\$ 404,009</b>	<b>\$ 2,530,272</b>	<b>\$ 599,783</b>	<b>\$ 3,534,064</b>	<b>\$ 165,479</b>	<b>\$ 35,000</b>	<b>\$ 3,734,543</b>	<b>\$ 3,867,236</b>

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, 2015

(With Comparative Totals for the Year Ended June 30, 2014)

	Residential Program	School	Family Program	Independent Living	Transitional Living	General Management	Fund Raising	2015	2014
<b>Personnel Expense:</b>									
Salary and wages	\$ 1,310,089	\$ 477,442	\$ 12,710	\$ 40,203	\$ 48,814	\$ 457,881	\$ 23,552	\$ 2,370,691	\$ 2,344,492
Employee benefits	582,897	212,428	5,655	17,888	21,718	203,725	10,476	1,054,787	947,394
Payroll taxes	98,595	35,931	956	3,026	3,674	34,460	1,772	178,414	170,879
<b>Consulting Fees:</b>									
Audit and other	-	-	-	-	-	15,825	-	15,825	12,175
Other consulting	11,640	19,412	-	-	-	25,594	-	56,646	58,987
<b>Development and Training:</b>									
Journals	-	-	-	-	-	950	-	950	474
In service - residence	176	-	-	-	-	-	-	176	1,033
Conferences and conventions	250	190	-	-	-	2,938	-	3,378	724
Other development	5,247	303	-	-	-	-	-	5,550	3,367
<b>Occupancy Expenses:</b>									
Building and house	-	-	-	-	-	21,205	-	21,205	18,588
Heating	-	-	-	-	-	39,926	-	39,926	49,368
Other utilities	-	-	-	-	-	61,008	-	61,008	55,752
Maintenance and repair	-	-	-	-	-	106,733	-	106,733	49,444
Other occupancy	29,451	42,206	-	8,234	-	-	-	79,891	59,641
<b>Consumable Supplies:</b>									
Office supplies	-	-	-	-	-	21,234	-	21,234	15,723
Educational materials	-	8,246	-	-	-	-	-	8,246	6,895
Food	97,366	9,034	-	-	-	-	-	106,400	125,997
Medical expenses	8,832	-	-	-	-	-	-	8,832	9,164
<b>Other Expenses:</b>									
Equipment maintenance	-	-	-	-	-	24,947	-	24,947	25,080
Advertising	-	-	-	-	-	4,117	-	4,117	9,297
Printing	-	-	-	-	-	8,868	15,021	23,889	12,395
Telephone	-	-	-	-	-	8,269	-	8,269	5,863
Postage	-	-	-	-	-	2,106	7,003	9,109	4,910
Staff travel	3,111	411	-	-	-	2,361	-	5,883	6,256
Client transportation	17,173	-	-	-	-	-	-	17,173	19,914
Vehicle maintenance	-	-	-	-	-	16,903	-	16,903	28,767
Memberships	-	-	-	-	-	1,028	-	1,028	2,493
Other	-	-	-	-	-	-	7,381	7,381	13,193
<b>Assistance to Individuals:</b>									
Clothing - residence	18,019	-	-	-	-	-	-	18,019	18,774
Hygiene - residence	2,288	-	-	-	-	-	-	2,288	4,760
<b>Insurance:</b>									
Professional liability and bond	-	-	-	-	-	-	-	-	2,250
Comprehensive property liability	-	-	-	-	-	86,992	-	86,992	77,307
<b>Total Expenses</b>	<b>\$ 2,185,134</b>	<b>\$ 805,603</b>	<b>\$ 19,321</b>	<b>\$ 69,351</b>	<b>\$ 74,206</b>	<b>\$ 1,147,070</b>	<b>\$ 65,205</b>	<b>\$ 4,365,890</b>	<b>\$ 4,161,356</b>

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, 2015

(With Comparative Totals for the Year Ended June 30, 2014)

	<u>2015</u>	<u>2014</u>
<u>Cash Flows From Operating Activities:</u>		
Change in net assets	\$ (132,693)	\$ 111,293
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	132,546	142,189
Gain on disposal of asset	(8,925)	-
Realized (gains) losses	(102,062)	(69,384)
Unrealized (gains) losses	108,190	(209,277)
(Increase) Decrease In:		
Due from State of New Hampshire	4,956	(5,574)
Accounts receivable	(94,380)	(21,527)
Prepaid expenses	5,715	1,556
Increase (Decrease) In:		
Accounts payable	(15,166)	(23,573)
Accrued payroll and related liabilities	(39,023)	(3,758)
Incurred but not yet reported health claims	41,499	15,305
	<u>(99,343)</u>	<u>(62,750)</u>
<u>Cash Flows From Investing Activities:</u>		
Purchase of fixed assets, net	(38,507)	(73,012)
Proceed from sales of investments	567,072	294,431
Purchases of investments	<u>(538,347)</u>	<u>(320,877)</u>
	<u>(9,782)</u>	<u>(99,458)</u>
Net Cash Used by Investing Activities		
Net Decrease in Cash and Cash Equivalents	(109,125)	(162,208)
Cash and Cash Equivalents, Beginning of Year	<u>897,779</u>	<u>1,059,987</u>
Cash and Cash Equivalents, End of Year	<u>\$ 788,654</u>	<u>\$ 897,779</u>

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

# NASHUA CHILDREN'S HOME

## Notes to Financial Statements

### 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 receives a majority of its revenues from the State of New Hampshire.

### 2. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

#### Accounting for Contributions and Financial Statement Presentation

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for general purpose external financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

#### Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made*.

#### Recognition of Donor Restricted Contributions

Contributions that are restricted by the donor are reported as increases in temporarily or permanently restricted net assets depending on the nature of

the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

#### Unrestricted Net Assets

The unrestricted assets, liabilities, and net assets of the Organization are reported in three groups as follows:

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

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

Temporarily restricted net assets consist of donor restricted funds.

#### Permanently Restricted Net Assets

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.

#### Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

#### Investments

Investments are comprised of corporate and U.S. government bonds, equity securities, corporate bonds, exchange-traded funds, and mutual funds carried at market value. Quoted market prices are used to determine the fair market value of investments. Unrealized gains and losses are included in the change in net assets in the accompanying Statement of Activities.

#### Accounts Receivable

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision of doubtful accounts (bad debt

expense). At June 30, 2015, no allowance for doubtful accounts has been recorded, as management believes receivables to be fully collectible.

#### Property and Equipment

Uses of operating unrestricted net assets for plant acquisitions are accounted for as transfers to plant unrestricted net assets. Proceeds from the sale of plant assets are transferred to operating unrestricted net assets. Plant and equipment is stated at cost. Maintenance and repairs are charged to expense as incurred. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets.

#### Donated Services and Assets

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. No amounts have been recognized in the accompanying Statement of Activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied. The estimated fair market value at the date of receipt of donated fixed assets is reported in the Statement of Activities and is capitalized in the Statement of Financial Position.

#### Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

#### Use of Estimates

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

#### Tax Status

Nashua Children's Home is exempt from federal income taxes 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 an 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, 2015, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

#### Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform to the presentation in the current-year financial statements.

### **3. Concentration of Credit Risk- Cash and Cash Equivalents**

The carrying amount of the Organization's deposits with financial institutions was \$788,654 at June 30, 2015. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been transmitted by the bank at June 30, 2015. The bank balance is categorized as follows:

Amount insured by FDIC and SIPC	\$ 538,187
Uninsured and uncollateralized	<u>286,648</u>
Total Bank Balance	<u>\$ 824,835</u>

### **4. Investments**

Investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the Statement of Financial Position. Unrealized gains and losses are included in the change in net assets. The following is a summary of investments at June 30, 2015:

U.S. Government bonds	\$	155,699
Equity securities		923,432
Corporate bonds		238,314
Exchange-traded funds		249,300
Mutual funds		<u>892,756</u>
Total	\$	<u><u>2,459,501</u></u>

**5. Due To/From Other Funds**

Transactions between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds".

**6. Accounts Receivable**

Accounts receivable at June 30, 2015 consists of the following items:

Board and care	\$	112,446
School tuition		202,594
Family program		<u>4,946</u>
Total	\$	<u><u>319,986</u></u>

**7. Property, Equipment and Depreciation**

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

Land and land improvements	\$	270,820
Buildings and improvements		3,445,008
Furniture, fixtures, and equipment		182,037
Vehicles		<u>228,638</u>
Subtotal		4,126,503
Less: accumulated depreciation		<u>(2,771,720)</u>
Total	\$	<u><u>1,354,783</u></u>

Depreciation expense for the year ended June 30, 2015 totaled \$132,546.

**8. Accrued Expenses and Other Current Liabilities**

Accrued expenses and other current liabilities at June 30, 2015 consist primarily of accrued salaries, compensated absences, and liabilities for health insurance claims.

**9. Line of Credit**

The Organization has a line of credit 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. Principal is due on demand. At June 30, 2015, \$250,000 was available.

**10. 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.

**11. Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are available for the following purposes at June 30, 2015:

Independent Living Program - operating	\$ 65,450
Independent Living Program - capital	65,332
Winter boots and coats	10,000
Scholarships	9,471
Summer camp tuition	7,500
Running track and equipment	5,400
Christmas gifts	1,806
Kitchen renovations	520
Total	<u>\$ 165,479</u>

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, 2015, permanently restricted net assets totaled \$35,000.

**12. Net Assets Released from Restriction**

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.

**13. 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 2015 the Organization contributed \$25,991 to the 403(b) retirement plan.

**14. Fair Value Measurement**

FASB ASC 820, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. FASB ASC 820 applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under FASB ASC 820, fair value refers to price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants in the market in which the operating entity transacts. FASB ASC 820 clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under FASB ASC 820, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The estimated fair value of the Organization's financial instruments is presented in the following table:

	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level Three</u>
Investments	\$ <u>2,459,501</u>	\$ <u>2,459,501</u>	\$ <u>2,459,501</u>	\$ <u>-</u>	\$ <u>-</u>
Total assets	\$ <u>2,459,501</u>	\$ <u>2,459,501</u>	\$ <u>2,459,501</u>	\$ <u>-</u>	\$ <u>-</u>
Notes payable	\$ <u>755,000</u>	\$ <u>755,000</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>755,000</u>
Total liabilities	\$ <u>755,000</u>	\$ <u>755,000</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>755,000</u>

	Fair Value Measurements Using Significant Unobservable Inputs Level 3 <u>Notes Payable</u>
Beginning Balance, July 1, 2014	\$ 755,000
Advances	-
Reductions	-
Transfers in to Level 3	<u>-</u>
Ending Balance, June 30, 2015	<u>\$ 755,000</u>

## 15. Endowment Funds

### **Board-designated Endowment**

As of June 30, 2015, the Board of Directors had designated \$2,530,272 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 4% 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 approximately 5%, 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.

Composition of and changes in Board-designated endowment net assets for the year ended June 30, 2015 were as follows:

Board-designated endowment net assets, beginning of year	\$ 2,512,518
Investment gain/(losses)	89,912
Investment expenses	(22,158)
Amounts appropriated for expenditure (transfer to operations)	<u>(50,000)</u>
Board-designated endowment net assets, end of year	<u>\$ 2,530,272</u>

### **Donor-designated Endowments**

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.

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 Return Objectives, Risk Parameters and Strategies

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.

### Spending Policy

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, 2015 is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Endowment Net Assets</u>
Donor-restricted endowment funds	\$ -	\$ 16,164	\$ 35,000	\$ 51,164
Board-designated endowment funds	<u>2,311,272</u>	<u>-</u>	<u>-</u>	<u>2,311,272</u>
Total funds	<u>\$ 2,311,272</u>	<u>\$ 16,164</u>	<u>\$ 35,000</u>	<u>\$ 2,362,436</u>

Changes in endowment net assets as of June 30, 2015 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Endowment Net Assets</u>
Endowment net assets, beginning of year	\$ 2,512,518	\$ 139,301	\$ 35,000	\$ 2,686,819
Contributions	-	94,170	-	94,170
Investment income	96,040	-	-	96,040
Realized gain (loss)	102,062	-	-	102,062
Unrealized gain (loss)	(108,190)	-	-	(108,190)
Investment fees	(22,158)	-	-	(22,158)
Amounts appropriated for expenditure	-	(67,992)	-	(67,992)
Transfer to operations	(50,000)	-	-	(50,000)
Endowment net assets, end of year	<u>2,530,272</u>	<u>165,479</u>	<u>35,000</u>	<u>2,730,751</u>
Less:				
Cash and cash equivalents	-	149,315	-	149,315
Due from operating fund	219,000	-	-	219,000
Investment portion of endowment net assets	<u>\$ 2,311,272</u>	<u>\$ 16,164</u>	<u>\$ 35,000</u>	<u>\$ 2,362,436</u>

## 16. Contributions

Contributions totaling \$411,518 received in fiscal year 2015 are comprised of the following:

Unrestricted contributions	\$ 317,348
Restricted for:	
Independent Living Program - operating	80,770
Summer camp tuition	7,500
Running track and equipment	5,400
Scholarships	500
Total	<u>\$ 411,518</u>

## 17. Concentration of Risk

The Organization received 60% of its revenue from the State of New Hampshire related to board and care services.

## 18. Subsequent Events

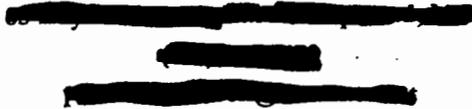
Subsequent events have been evaluated through January 8, 2016, which is the date the financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in financial statements would be required.

**BOARD OF DIRECTORS  
NASHUA CHILDREN'S HOME**

**2014-2015 2015-2016**

<p>Jonathan H. Dowst 92 Helen Dearborn Road Weare, NH 03281 (w) 603-647-7697 (h) 603-529-7922 (f) 603-647-7617 <b>TREASURER</b> <a href="mailto:jonathan.h.dowst@bankofamerica.com">jonathan.h.dowst@bankofamerica.com</a> LRP Committee Banker 2000</p>	<p>Atty. Tricia L. Albert 16 Thornton Ferry Road II Amherst, NH 03031 (w) 603-327-0612 (f) 603-327-0613 (w) <b>PRESIDENT</b> <a href="mailto:talbert@advpoly.com">talbert@advpoly.com</a> LRP Committee  Attorney 2000</p>	<p>Mark D. Prolman 100 Elm Street Nashua, NH 03060 (w) 603-880-6655 (h) 603-880-3623 © 603-494-1175 (f) 603-882-2910 <b>VICE PRESIDENT</b> <a href="mailto:mark.prolman@prolmanrealty.com">mark.prolman@prolmanrealty.com</a> LRP Committee  Real Estate Developer 1998</p>
<p>Bill Dwyer 110 Heights Road Gilford, NH 03249 © 603-686-3268 <a href="http://Bdwyeralldaypowerplay.net">Bdwyeralldaypowerplay.net</a> ^  Business 2008</p>	<p>Patrick Murphy 25 Thornton Ferry Road I Amherst, NH 03031 © 603-801-6092 (h) 603-672-3960 <a href="mailto:murphs411@gmail.com">murphs411@gmail.com</a> LRP Committee  Publisher 1998</p>	<p>Kathleen Martin 27 Dodge Street Nashua, NH 03060 (w) (h) 603-521-8008 © 759-0914 <a href="mailto:kmlcareers@gmail.com">kmlcareers@gmail.com</a>  Administration 2005</p>
<p>Atty. Peter Tamposi 1 North Field Drive Nashua, NH 03063 (w) 603-204-5513 x202 (h) 603-888-1804 (f) 603-204-5515 © 603-860-0240 <a href="mailto:Peter@TheTamposiLawGroup.com">Peter@TheTamposiLawGroup.com</a>  Attorney 1999</p>	<p>Bob Black 29 Shelburne Road Nashua, NH 03063 (f) 603-882-2554 (f) 603-386-6071 <a href="mailto:blackbob@comcast.net">blackbob@comcast.net</a>  Sales 2008</p>	<p>Diane L. Bourque 12 Westview Drive Litchfield, NH 03052 ©603-490-9977 <a href="mailto:dlbourque@comcast.net">dlbourque@comcast.net</a>  Treasurer</p>
<p>Jonelle Rexenes 177 Cypress Lane Nashua, NH 03063 © 603-759-5301 (w) 603-594-8585 X3211 (Presstek, 55 Executive Drive, Hudson, NH 03051) (f) 603-594-9666 (w) <a href="mailto:jonellerexenes@gmail.com">jonellerexenes@gmail.com</a>  Printing 2008</p>	<p>Sherrie Palmieri 2 Farley Street Nashua, NH 03064 (w) 603-314-7870 Direct (c) 603-305-4120  <a href="mailto:s.palmieri@snhu.edu">s.palmieri@snhu.edu</a> Associate Dean for Nursing&amp;Health Partnerships Dept of Nursing &amp; Health Professions, COCE SNHU  Secretary</p>	

# PAUL S WHEELER



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**Objective** Assist and support children, adults and families.

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**Profile**

- Nearly 10 years experience as social work professional. 7 years as a supervisor.
- Ability to direct complex projects from concept to fully operational status.
- Goal-oriented individual with strong leadership capabilities.
- Organized, highly motivated, and detail-directed problem solver.
- Proven ability to work in unison with staff, volunteers, and management.

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**Education** 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.

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**Relevant Experience & Accomplishments**

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

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**Employment**

**Residential Director, Nashua Children's Home, Nashua** *September, 2014-present*

Oversee operations of daily programs for 50 clients at 4 adjacent facilities, aged 8-18 years old.

**Title 1 Educational Coordinator thru SAU 42, Title 1 Federal Grant** *2008-present during school calendar year*

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.

**Assistant Residential Director, Nashua Children's Home, Nashua** *2004-2014*

Oversee operations of daily programs for 50 clients at 4 adjacent facilities, aged 8-18 years old.

- Directed recruitment and retention of supervisors and staff of 42 employees.
- Trained, supervised and evaluated staff, coached improvement management skills.
- Resulted in multilateral staff achievement of work objectives. Implement Scheduling for 6 separate units under one organizational umbrella.
- Support the milieu and navigate team conflict between clients and staff members.
- Detailed bookkeeping for \$1,500 petty cash account.

**Residential Supervisor, Nashua Children's Home** *2001-2004*

Implement Scheduling for 8 employees on the unit.

- Direct daily operations for latency age boys unit

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 Program:

BUDGET PERIOD: SFY 15				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
DAVID VELLZOTTZ	EXECUTIVE DIRECTOR	117,610 \$0	0.00%	\$0.00
PAUL WHEELER	RESIDENTIAL DIRECTOR	53,183 \$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
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$0.00</b>

BUDGET PERIOD: SFY 16				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
DAVID VELLZOTTZ		117,610 \$0	0.00%	\$0.00
PAUL WHEELER		53,183 \$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
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$0.00</b>



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES

MAR 11 '15 AM 7:58 DAS

YVg

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
<b>Total:</b>			<b>\$56,250</b>

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
<b>Total</b>				<b>\$56,250</b>

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.

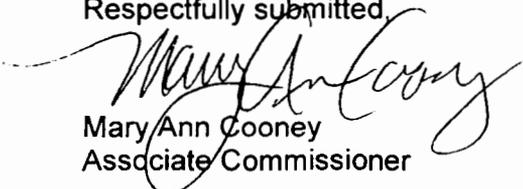
The attached contracts calls for the provision of these services for approximately one and one half years and reserves the Division's right to renew the agreement for up to four additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor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

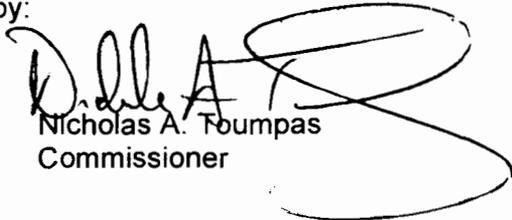
Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
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>

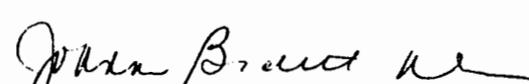
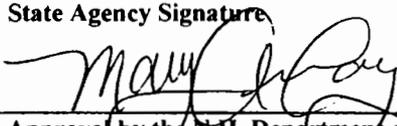
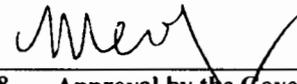
Subject: Juvenile Detention Alternative Initiative Services

**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> Nashua Children's Home		<b>1.4 Contractor Address</b> 125 Amherst Street Nashua NH 03064	
<b>1.5 Contractor Phone Number</b> (603) 883-3851	<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> DAVID VELLIOTTE EXECUTIVE DIRECTOR	
<b>1.13 Acknowledgement:</b> 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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> JOANNE BURDETT DION Notary Public - New Hampshire My Commission Expires August 8, 2017			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> MARY ANN CANNON 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. Yale, Attorney On: 3/2/15			
<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

Contractor Initials:   
Date: 2/9/15

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials:

Date: 2/9/15



## 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.



**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;

  
Date 2/9/15



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

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

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



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

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



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.



**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



- 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:

2/19/15  
Date

  
Name: DAVID VELLUZZO  
Title: EXECUTIVE DIRECTOR

  
Contractor Initials \_\_\_\_\_  
Date 2/19/15



**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

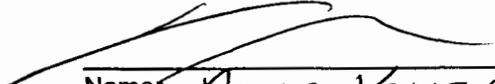
The undersigned certifies, to the best of his or her knowledge and belief, that:

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 VELLIZOTTE  
Title: EXECUTIVE DIRECTOR

Contractor Initials   
Date 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



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**

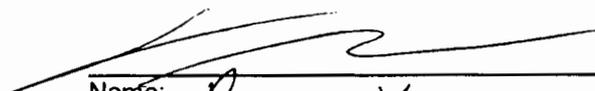
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 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 VILLOTTE  
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



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

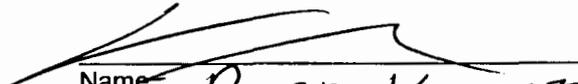
  
Name: DAVID VIZZOTTI  
Title: EXECUTIVE DIRECTOR

Exhibit G

Contractor Initials 

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

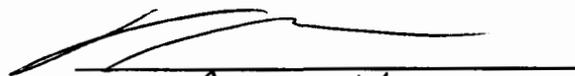
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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

Contractor Initials   
Date 2/9/15



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

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

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH DHHS  
The State

NASHUA CHILDREN'S HOME  
Name of the Contractor

Mary Ann Conway  
Signature of Authorized Representative

[Signature]  
Signature of Authorized Representative

MARY ANN CONWAY  
Name of Authorized Representative

DAVID VELLIZOTTI  
Name of Authorized Representative

ASSOCIATE COMMISSIONER  
Title of Authorized Representative

EXECUTIVE DIRECTOR  
Title of Authorized Representative

2/20/15  
Date

2/9/15  
Date



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

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

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

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

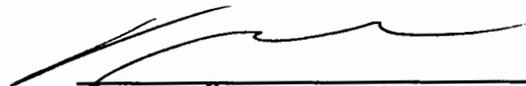
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name:

2/9/15  
Date

  
Name: DAVID VELLAZOTTE  
Title: EXECUTIVE DIRECTOR

Contractor Initials   
Date 2/9/15



FORM A

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

1. The DUNS number for your entity is: 151060936
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

Name: DAVID VILLZOTTI Amount: \$117,610  
Name: JOANNE BURDETT DEW Amount: 73,150  
Name: LORZ WILSHIRE Amount: 64,086  
Name: PAUL WHEELER Amount: 53,183  
Name: MARY ANN ZELCHARICO Amount: 48,960



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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 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

2/10/14  
Date

[Signature]  
Mary Ann Cooney  
Associate Commissioner

1/29/16  
Date

NFI North, Inc.  
[Signature]  
Name Paul L. Dann, PhD  
Title EXECUTIVE DIRECTOR

Acknowledgement:

State of NH, County of Merimack 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



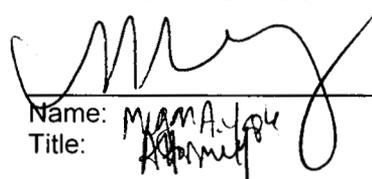
**New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services**



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. J.  
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

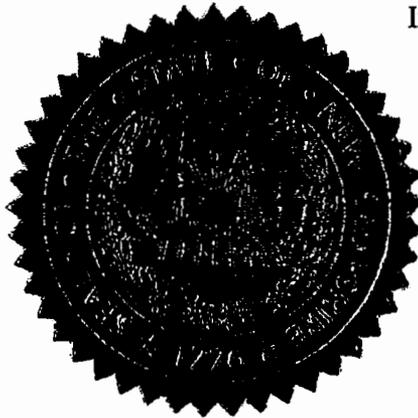
Date \_\_\_\_\_

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

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 formed July 6, 1992. 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 28<sup>th</sup> day of July A.D. 2014

A handwritten signature in cursive script that reads "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

9<sup>th</sup> day of March, 2015, 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 JDAI 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

       Jan Arsenault        President Name

       Paul L. Dann, Ph.D.        Executive Director

       Heidi Edwards Dunn        Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the \_\_\_\_\_ Secretary \_\_\_\_\_

(Title)

of the Corporation and have affixed its corporate seal this 24 day of January 2016

Doug Giles  
(Signature)

(Seal)

STATE OF New Hampshire

COUNTY OF Merrimack

On this the 29<sup>th</sup> day of Jan, 2016, before me, JoAnne M. Daufen, the undersigned officer, personally appeared Doug 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  
Doug 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



Client#: 1010755

NORTHAME76

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/31/2015

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> USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 855 874-0123		FAX (A/C, No): 781-376-5035	
	<b>E-MAIL ADDRESS:</b>			
<b>INSURED</b> North American Family 26 Howley Street Peabody, MA 01960	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
	INSURER A : Philadelphia Insurance Company		23850	
	INSURER B :			
	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 SUBR INSR 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:		PHPK1436030	01/01/2016	01/01/2017	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 - COM/OP AGG	\$3,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED    RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab		PHPK1436030	01/01/2016	01/01/2017	Occ	\$1,000,000
						Agg	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: 787 Maple St Route 142, Bethlehem NH 03574.**

<b>CERTIFICATE HOLDER</b>  State of NH Dept Health & Human Services 129 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  
--	--

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## Our Mission

***"Create innovative services that meet the needs of individuals and families within their communities."***



**NFI NORTH, INC.**

**Financial Statements**

**June 30, 2014**

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

**NFI NORTH, INC.**

**Financial Statements**

**June 30, 2014**

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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, 2014, 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, 2014, 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 30, 2014 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 30, 2014

**NFI NORTH, INC.**  
Statement of Financial Position  
June 30, 2014

**Assets**

Current assets:	
Cash and equivalents	\$ 181,781
Accounts receivable, net (note 2)	958,919
Prepaid expenses and other current assets	65,092
Due from affiliate (note 7)	93,103
Total current assets	<u>1,298,895</u>
Property and equipment (note 4):	
Land	535,992
Buildings and improvements	7,033,840
Equipment and furnishings	696,184
Motor vehicles	913,897
	<u>9,179,913</u>
Less accumulated depreciation	<u>(4,399,307)</u>
Property and equipment, net	4,780,606
Due from affiliate (note 7)	29,837
Other assets	120,145
Total assets	<u>\$ 6,229,483</u>

**Liabilities and Net Assets**

Current liabilities:	
Current portion of long-term debt (note 4)	\$ 308,964
Accounts payable	146,070
Line of credit (note 3)	100,000
Accrued payroll and related liabilities	625,542
Other accrued expenses	120,253
Deferred revenue	280,174
Total current liabilities	<u>1,581,003</u>
Long-term liabilities:	
Long-term debt, net of current portion (note 4)	<u>3,342,243</u>
Total liabilities	<u>4,923,246</u>
Net assets:	
Unrestricted	1,268,109
Temporarily restricted	38,128
Total net assets	<u>1,306,237</u>
Total liabilities and net assets	<u>\$ 6,229,483</u>

See accompanying notes to financial statements.

**NFI NORTH, INC.**  
Statement of Activities  
Year ended June 30, 2014

Changes in unrestricted net assets:	
Revenues and other support:	
Contracts, net (note 2)	\$ 15,704,283
Contributions:	
In-kind	674,864
Other	5,318
Interest and dividends	22,227
Miscellaneous	764
	<u>16,407,456</u>
Net assets released from program restrictions	16,599
Total revenues and other support	<u>16,424,055</u>
Expenses:	
Program services	15,198,371
Supporting services (note 7)	1,674,663
Total expenses	<u>16,873,034</u>
Decrease in unrestricted net assets before nonoperating activities	(448,979)
Nonoperating revenues (expenses):	
Gain on disposal of property and equipment	471
Other	(21)
Decrease in unrestricted net assets	<u>(448,529)</u>
Changes in temporarily restricted net assets:	
Contributions	18,991
Net assets released from program restrictions	<u>(16,599)</u>
Increase in temporarily restricted net assets	<u>2,392</u>
Decrease in net assets	(446,137)
Net assets at beginning of year	<u>1,752,374</u>
Net assets at end of year	<u><u>\$ 1,306,237</u></u>

See accompanying notes to financial statements.

**NFI NORTH, INC.**  
**Statement of Functional Expenses**  
**Year ended June 30, 2014**

	<u>Program services</u>	<u>Supporting services</u>	<u>Total</u>
Personnel expenses:			
Salaries, payroll taxes and employee benefits	\$ 10,853,669	767,173	11,620,842
Other expenses:			
Contracted services	720,908	679,455	1,400,363
Other direct costs	780,724	81,558	862,282
In-kind	672,733	2,131	674,864
Occupancy	601,387	19,249	620,636
Consumables	562,096	—	562,096
Transportation	267,812	33,708	301,520
Interest	148,660	28,348	177,008
Equipment	129,449	30,717	160,166
	<u>3,883,769</u>	<u>875,166</u>	<u>4,758,935</u>
Depreciation and amortization	460,933	32,324	493,257
Total expenses	<u>\$ 15,198,371</u>	<u>1,674,663</u>	<u>16,873,034</u>

See accompanying notes to financial statements.

**NFI NORTH, INC.**  
Statement of Cash Flows  
Year ended June 30, 2014

Cash flows from operating activities:	
Decrease in net assets	\$ (446,137)
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation and amortization	493,257
Gain on sale of property and equipment	(471)
Net realized and unrealized loss on investment	21
Changes in assets and liabilities:	
Accounts receivable, net	436,157
Prepaid expenses and other current assets	18,141
Other assets	401,646
Accounts payable	33,133
Accrued payroll and related liabilities	44,793
Other accrued expenses	1,704
Deferred revenue	92,448
Net cash provided by operating activities	<u>1,074,692</u>
Cash flows from investing activities:	
Purchases of property and equipment	(264,837)
Proceeds from sale of property and equipment	4,000
Proceeds from sale of investments	621
Increase in due from affiliate	(42,327)
Net cash used in investing activities	<u>(302,543)</u>
Cash flows from financing activities:	
Issuance of long-term debt	21,514
Repayments of long-term debt	(295,234)
Advances from line of credit	500,000
Repayments on line of credit	(925,000)
Net cash used in financing activities	<u>(698,720)</u>
Net increase in cash and equivalents	73,429
Cash and equivalents at beginning of year	<u>108,352</u>
Cash and equivalents at end of year	<u>\$ 181,781</u>
Supplemental data:	
Cash paid for interest	\$ 177,008

See accompanying notes to financial statements.

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2014

**(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

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2014

statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(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, 2014, the estimated liability for healthcare claims incurred but not yet reported or paid was \$86,880 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 2014, NFIN received in-kind contributions of rent, services, equipment and furnishings, and consumables amounting to \$674,864.

(j) *Subsequent Events*

NFIN has evaluated events subsequent to June 30, 2014 and through September 30, 2014, 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.

**NFI NORTH, INC.**

Notes to Financial Statements

June 30, 2014

**(2) Accounts Receivable**

Accounts receivable of \$958,919 is carried net of an allowance for estimated contractual adjustments and doubtful accounts receivable of \$6,771. Contract revenues of \$15,704,283 in 2014 have been decreased by contractual adjustments of \$256,087. During the year ended June 30, 2014, NFIN determined that \$323,894 of receivables due from the State of Maine were uncollectible and charged that amount to contracts, net on the statement of activities. The amount was previously reported in other assets at June 30, 2013.

**(3) Line of Credit**

NAFI makes available to its subsidiaries, including NFIN, NAFI Connecticut, Inc. (NAFICT), NFI Vermont, Inc. (NFIV), NFI Massachusetts, Inc. (NFI) and Team Coordinating Agency (TCA), 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, (3.75% at June 30, 2014). 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, 2014, \$1,446,842 was outstanding under this line of credit, of which \$100,000 was due from NFIN.

In addition, NAFI has entered into Letter of Credit agreements with TD Bank for the year ended June 30, 2014 for a total of \$2,269,134. 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.

**NFI NORTH, INC.**  
Notes to Financial Statements  
June 30, 2014

**(4) Long-Term Debt**

Long-term debt at June 30, 2014 consisted of the following:

<u>Interest rate at June 30, 2014</u>	<u>Fiscal year due</u>	<u>Amount</u>
Mortgages payable, secured by real estate:		
7.08% variable	2016	\$ 444,845
2.63% fixed	2018	514,859
6.43% fixed	2018	483,152
5.08% fixed	2019	259,710
4.75% variable	2026	78,784
0.00% fixed*	2027	160,000
8.00% fixed	2027	46,816
0.00% fixed*	2028	160,000
8.00% fixed	2028	46,488
8.00% fixed	2030	228,805
7.00% fixed	2030	139,846
7.00% fixed	2030	130,019
0.00% fixed*	2030	125,000
0.00% fixed*	2030	116,767
7.00% fixed	2031	323,718
4.75% fixed	2031	138,407
0.00% fixed*	2031	100,000
		<u>3,497,216</u>
Total mortgages payable		
Vehicle notes, secured by automobiles:		
0.00% fixed	2015	9,924
0.00% fixed	2015	8,624
0.00% fixed	2015	8,624
0.00% fixed	2015	8,623
1.90% fixed	2015	6,156
0.00% fixed	2016	11,223
1.90% fixed	2017	20,468
1.90% fixed	2017	16,244
1.90% fixed	2017	16,236
1.90% fixed	2017	15,696
1.90% fixed	2017	14,927
		<u>153,991</u>
Total vehicle note payables		
Total long-term debt		
		3,651,207
Less current portion		
		<u>(308,964)</u>
Total long-term debt, net of current portion		
		<u>\$ 3,342,243</u>

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2014

- \* 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.

Scheduled repayments of long-term debt are as follows:

	<u>Amount due</u>
Year ending June 30:	
2015	\$ 308,964
2016	255,487
2017	250,622
2018	893,299
2019	130,390
Thereafter	<u>1,812,445</u>
	<u>\$ 3,651,207</u>

Interest expense was \$177,008 for the year ended June 30, 2014.

**(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 \$109,229 for the year ended June 30, 2014, including \$57,873 of related party property charges described in note 7. Future minimum lease payments as of June 30, 2014 are as follows:

	<u>Amount due</u>
Year ending June 30:	
2015	\$ 37,299
2016	20,863
2017	<u>4,619</u>
	<u>\$ 62,781</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 make a contribution of \$23,575 for the year ended June 30, 2014.

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2014

**(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 \$805,599 for the year ended June 30, 2014, 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 \$57,873 for the year ended June 30, 2014, and has been included in the accompanying statements of activities and functional expenses.

Cost reimbursement overpayments have resulted in a balance due from NAFI as of June 30, 2014 in the amount of \$122,940. This amount has been reported as due from affiliate in the accompanying statement of financial position and the current portion, \$93,103 is expected to be received within one year.

NAFI and affiliated corporations (NFIN, NFIVT, NAFICT, NFIM and TCA) may periodically make short term loans, not to exceed one year, to its affiliated corporations, secured by documentation evidencing such indebtedness. The documentation shall include date and amount of request, interest rate, and other appropriate terms approved by the Executive Director of Administrative Services and the Executive Director of the borrowing affiliated corporation. For the year ending June 30, 2014, NFIN paid NAFI Connecticut, Inc. (NAFICT), an affiliate, an interest fee, based on prime rate less 0.50%, for usage of certain cash reserves. The amount of related interest expense recorded in the accompanying statement of activities for the year ended June 30, 2014 was not significant.



KPMG LLP  
Two Financial Center  
60 South Street  
Boston, MA 02111

**Independent Auditors' 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***

The Board of Directors  
NFI North, Inc.:

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 NFI North, Inc. (NFIN), which comprise the statement of financial position as of June 30, 2014, 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 September 30, 2014.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered NFIN'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 opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of NFIN's internal control. Accordingly, we do not express an opinion on the effectiveness of NFIN'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 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 NFIN'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 results of that testing, and not to provide an opinion on the effectiveness of the NFIN'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 NFIN's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

KPMG LLP

September 30, 2014

**NFI NORTH, INC.  
OFFICERS**

<b>Title</b>	<b>Name</b>	<b>Address</b>
President	Jan Arsenault Director of Graduate Program New England College	[REDACTED]
Treasurer	Heidi Edwards Dunn Educational Program Coordinator NH Small Business Administration	[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]
Sue Allen	Business Women/Consumer Representative	[REDACTED]
Suanne Nader	Educator and Immediate Past Board President, NFI North	[REDACTED]
Jan Arsenault	Director of Graduate Program New England College	[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: 10/6/15 Annual Meeting

# JANICE A. WILLIAMSON

**OBJECTIVE:** Career progression with human services through a position benefiting from proven management abilities in program/staff administration and/or strong interest in client advocacy programs.

## 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 rehabilitation programs.
- Experienced in budget development/administration and grant writing.
- Accustomed to representing agency/client 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 for ancillary services.
- 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 administration of assigned programs. Provide leadership, supervision, guidance and clinical support. Responsible for communicating all policies and procedures, contract negotiations and development, fiscal planning and on-call availability. Oversee the administration of the alternate Special Education schools within NFI North.

- Acting as the interim Program Director of the Contoocook School for special education students throughout New Hampshire grades 6-12.
- Supervise four program directors.
- Have oversight of adolescent, outreach, training programs to include alternate school programs.
- Serve as a member of the Agency's Administrative Team.
- Served as the interim Program Director of the Davenport School, a school for special education students grades 7-12.
- Act as a liaison between the Agency and programs and between the programs and outside agencies.
- Assure quality of care within the programs.
- Counsel Students on a daily basis, work directly with teachers on lesson planning, curriculum development and teacher certification.
- Assist with Request for Proposal process and contract negotiations.
- Have direct oversight with the agencies Educational Coordinators and work closely with the New Hampshire Department of Education on all NFI North education programs/certifications.

## EXPERIENCE AND ACCOMPLISHMENTS CONTINUED

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 a staff of 24. This included intake, discharge, counseling, individualized service plans, special education school, beepers, assisted with the hiring and firing of all staff. Timely staff evaluation/salary reviews, staff training and supervision, conducted weekly staff and administrative meetings, assisted education coordinator with curriculum development, lesson plans and teacher certification. Oversaw all budget expenditures, being on call and setting up weekend on-call schedule, ensured quality care in regard to condition of facility, quality of food, competency of child care workers and ensured productive, constructive programming.

- Assisted with implementing the standards for Medicaid.
- Designed and implemented the Individual Service Plan/Treatment Plans for North Country Shelter.
- Refined all documentation/forms for all consumer files.
- Updated all policies and procedures to meet state/federal regulations.
- Acted as a liaison for the Advisor Board, Program and Agency.
- Developed a progressive education program as part of North Country Shelter.
- Achieved a record of consistently high ratings in all licensing inspections.
- Acted as the interim Therapeutic Foster Care family specialist for the North Country.
- Counseled consumers on a daily basis on family and education needs.

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.

- Assisted in the research and implementation of the area's first supervised apartment for lower Carroll County.
- Achieved a record of consistently high ratings for all licensing inspections.
- Served as a member of the agency's treatment team.
- Developed a new and innovative residential models for lower Carroll County.
- Developed all the admission criteria for the supervised apartment.

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.

- Researched, recommended, designed and established Traumatic Brain Injury Residential program.
- Directly involved in agency's receipt of \$200,000 "Mobility Grant" for developing the TBI program.
- Designed and distributed all marketing brochures, admission criteria and referral material.
- Established strong relations with other TBI programs nationwide.
- Achieved a record of consistently high rating in all licensing inspections.

**EXPERIENCE AND ACCOMPLISHMENTS CONTINUED:**

Director of Training Facilities, Concord, NH - 1986 to 1989

- 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.
- Supervised three program managers and 21 job trainers handling a caseload of 72.
- Coordinated all aspects of programs with consultants and residential services directors.
- Administered three separate budgets, each averaging \$165,000.
- 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.

Program Manager, Franklin Falls Farm - 1983 to 1986

- 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 five job trainers.

1980 to  
1983

**LACONIA STATE SCHOOL AND TRAINING CENTER, Laconia, NH**  
Recreational Therapist

- Promoted to Recreational Therapist from Recreation Assist II.
- Documented program progress and participated in developing individual program plans.
- Supervised a staff of four.

**TEACHING EXPERIENCE**

1978 to  
1979

SAU #4, New Hampshire  
Substitute Teacher for Middle-Secondary School

1977 to  
1978

HOLBROOK SCHOOL, Holbrook, MA  
Substitute Teacher for Middle-Secondary School.

**MILITARY EXPERIENCE:**

1978 to  
1998

**UNITED STATES ARMY NATIONAL GUARD, Concord, NH**

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. degree in Sociology.

**PROFESSIONAL DEVELOPMENT:**

- 1984 to Present      Completion of many staff development workshops and seminars related to direct care and management within human services - amplification available upon request.
- 1995                      Facilitator/Trainer of Moderate Level Challenge Course.
- 1995                      Trainer of Passive Physical Constraint.
- 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.

# Jennifer L. Altieri

[REDACTED]

[REDACTED]

## **Objective**

To obtain a position that continues to enhance my skills and challenge further growth and development.

## **Education**

Earned 42 credits towards Masters in Mental Health Counseling. Enrolled in addiction treatment certificate. Plymouth State University. Expected graduation date, winter of 2016.

**Bachelor of Science, Human Services/Counseling, Lyndon State College, 2002**

## **Professional Experience**

**Program Director, NFI, North Array of Services Davenport School and ISO Services** Promoted to manage a residential school and community based services for emotionally disturbed adolescents. Included a staff team of 30 + and an annual budget of 2.9 million. Responsible for all clinical and programmatic operations, including intake, discharge, counseling, service/discharge plans, fiscal management, hiring and firing of staff, record keeping, training and supervision of staff.

**Program Director, NFI, Northern New Hampshire Youth Services, Bethlehem, N.H.** Promoted to manage an intermediate level treatment facility for emotionally disturbed adolescents. Included a staff of 15+. Responsible for all clinical and programmatic operations, including intake, discharge, counseling, service/discharge plans, fiscal management, hiring and firing of staff, record keeping, training and supervision of staff. 2008-2009

**Assistant Program Director; NFI, Northern New Hampshire Youth Services, Bethlehem, N.H.** Responsible for assisting the Program Director in the overall functioning and operation of the program, including administrative tasks, staff supervision, group/individual counseling and crisis intervention. June 2004-2008

**Shift Supervisor; NFI, Northern New Hampshire Youth Services, Bethlehem, N.H.** Responsible for the supervision of assigned direct care staff and program consumers for designated shift. January 2002-June 2004.

**Residential Counselor; NFI, Northern New Hampshire Youth Services, Bethlehem, N.H.** Modeled appropriate behavior and social skills for adolescent girls in a residential setting. Includes tasks such as monthly reports, writing daily progress notes and having continuous contact with guardians. October 2000-January 2002.

### **Professional Development**

- *Grant Awarded* through the Building Bridges Initiative and Transition To Permanency Project. Focused around Family Driven and Youth Guided Treatment. 8/2010-Current
- *Human Services Board Certified Practitioner* (HS-BCP)
- *Grant writing workshops*, NFI, Northern New Hampshire Youth Services and The North Country consortium, NFI core trainings,
- *Suicide Prevention Conference*, YSPA of NH.
- *Trainer for NFI North*. Train staff on professional boundaries, documentation skills and, behavior modification. Also, designed and presented at NFI North's annual conference on 'Girls finding their voice.'

### **Awards & Recognition**

- *Scholarship Awarded* through National Board for Certified Counselors to further my education at Plymouth State University. Scholarship awarded was \$5,000.00.
- Nominated and selected as one of the **40 under forty** recipients for New Hampshire (2014).
- Inducted into Plymouth State University's **Upsilon Pi**, which is a chapter of Chi Sigma Iota (CSI), which is an international counseling honor society. The mission of Upsilon Pi is to prepare counselors to seek personal excellence in their academic and professional roles.
- Dr. Yitzhak Bakal "**essence of leadership**" award (2010)
- *Courage to Grow Award*, Northern New Hampshire Youth Services, Bethlehem New Hampshire. Received this award NFI's annual conference for my commitment and expertise servicing clients and their families. (2001).
- Recognition for **volunteering** time to missions trips to Nicaragua (2006) and Africa (2008.)

### **References**

Charlene Nickerson, MSW 1-603-723-2509  
Lora Abraham, Clinical Director 1-315-794-5613  
Tara MacKillop, Agency Supervisor 1-603-586-7161  
Gary Goodnough, Professor PSU

## Deborah 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.

### Employment Experience

NFI NORTH ARRAY OF SERVICES:

DAVENPORT SCHOOL

JULY 2013-PRESENT

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)
- 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
- 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 aged 11-17 years of age 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

APRIL 1989-PRESENT

**Position Held: Owner/Manager**

- 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.

SAU 58 NORTHUMBERLAND SCHOOL DISTRICT  
GROVETON, NH

SEPT. 2002-PRESENT

**Position Held: Substitute Teacher**

- Assist in the implementation of teacher's curriculum
- Supervise students and maintain a safe learning environment
- Assist students when difficulties in understanding lessons arise

**Community Service**

CASA OF NEW HAMPSHIRE  
COLEBROOK, NH

FEBRUARY 2008-PRESENT

**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-PRESENT

**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 MS in Health and Human Services (MOML)

December 2012

**References Available Upon Request**

**Key Administrative Personnel Listing**

**JDAI**

**Page 1 of 1**

	Name	Title	Annual Salary	% FTE	% of Time Directly Charged to Project
<b>SFY 17</b>					
1	Jan Williamson	Regional Director	\$ 85,000	100%	0%
2	Jennifer Altieri	Program Director	\$ 54,060	100%	0%
3	Deborah Weeks	Assistant Director	\$40,700	100%	0%
4					
5					
6					
7					
8					
<b>SFY 18</b>					
1	Jan Williamson	Regional Director	\$ 85,000	100%	0%
2	Jennifer Altieri	Program Director	\$ 54,060	100%	0%
3	Deborah Weeks	Assistant Director	\$40,700	100%	0%
4					
5					
6					
7					
8					
<b>TOTAL</b>					<b>\$ -</b>

**NFI North  
JDAI Services**



MAR 11 '15 AM 7:58 DAS

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
<b>Total:</b>			<b>\$56,250</b>

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
<b>Total</b>				<b>\$56,250</b>

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.

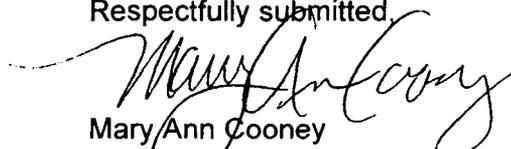
The attached contracts calls for the provision of these services for approximately one and one half years and reserves the Division's right to renew the agreement for up to four additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor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

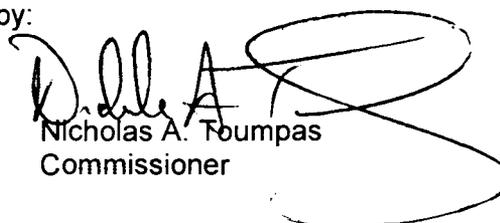
Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Tombas  
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	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>

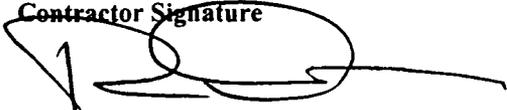
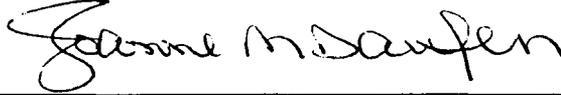
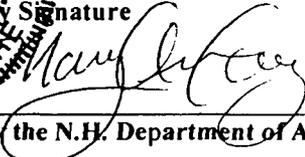
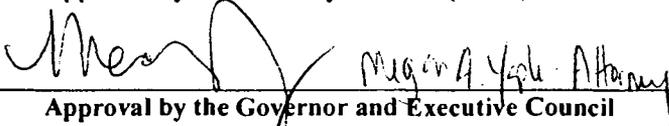
Subject: Juvenile Detention Alternative Initiative Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<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. Dauter Office Manager			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Mary Ann Carney 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.

Contractor Initials:   
Date: 2/6/15

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

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

**14. INSURANCE.**

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

Contractor Initials: RP  
Date: 2/6/13

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials:                       
Date: 2/6/15



## 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.



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



**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

Contractor Initials RD  
Date 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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*2/6/15*



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

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

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

2/6/15  
Date

  
Name: Paul L. Dann Ph.D.  
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. Dann 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.

02/06/15  
Date

Contractor Name:

Name: Paul L. Dann, PhD  
Title: 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

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

Date



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

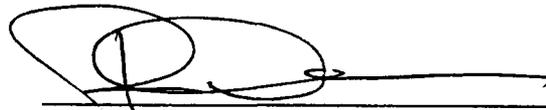
  
Name: Paul L. Darr PhD  
Title: Executive Director

Exhibit G

Contractor Initials PD

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

Date 2/6/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

02/06/15  
Date

  
Name: Paul L. Darr PhD  
Title: Executive Director

Contractor Initials PD  
Date 2/6/15



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*RD*

*2/6/15*



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

RD  
3/6/15



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

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

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

RD  
2/6/15



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH D H H S  
 The State  
Mary Ann Cooney  
 Signature of Authorized Representative  
Mary Ann Cooney  
 Name of Authorized Representative  
Associate Commissioner  
 Title of Authorized Representative  
2/20/15  
 Date

NFI North Inc  
 Name of the Contractor  
[Signature]  
 Signature of Authorized Representative  
Paul L. Dann PhD  
 Name of Authorized Representative  
Executive Director  
 Title of Authorized Representative  
02/06/15  
 Date



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

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

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

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

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

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

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

Contractor Name:

Name: *Paul L. Darr DHD*  
Title: *Executive Director*

*02/06/15*  
Date



FORM A

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

1. The DUNS number for your entity is: 04-160-7966
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

Name: _____	Amount: _____

Contractor Initials RP  
Date 2/6/15



---

**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

Pine Haven Boys Center

12/9/2015  
Date

Paul [Signature]  
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

[Signature]  
Name and Title of Notary or Justice of the Peace

**PATRICIA A. ONESHIRE, Notary Public**  
**My Commission Expires April 8, 2020**

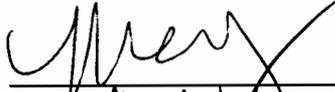
**New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services**



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: M. A. L. G.  
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 \_\_\_\_\_

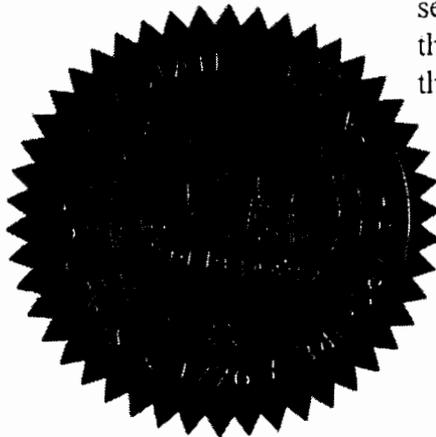
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of New Hampshire  
Department of 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 formed September 26, 1969. 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 7<sup>th</sup> day of October A.D. 2015



*William M. Gardner*

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

1. KEVIN McMAHON, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of PINE HAVEN BOYS CENTER.  
(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 12-08-15:  
(Date)

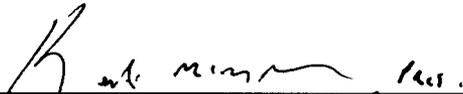
**RESOLVED:** That the EXECUTIVE DIRECTOR  
(Title of Contract Signatory)

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 DECEMBER, 2015.  
(Date Contract Signed)

4. PAUL RIVA is the duly elected EXECUTIVE DIRECTOR  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

STATE OF NH

County of MERRIMACK

The forgoing instrument was acknowledged before me this 9<sup>th</sup> day of Dec., 2015,

By KEVIN McMAHON  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

PATRICIA A. CHECKIRE, Notary Public  
My Commission Expires April 8, 2020

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

# Certificate of Coverage

Date: 12/4/2015

**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	6/30/2015	6/30/2016	Each Occurrence
	<input checked="" type="checkbox"/> Occurrence				2,000,000
	<input type="checkbox"/> Claims Made				General Aggregate
					Products-Comp/OP Agg
					Personal & Adv Injury
					Fire Damage (Any one fire)
	Excess Liability				Med Exp (Any one person)
					Each Occurrence
					Annual Aggregate
	Other				Each Occurrence
					Claims Made
					Annual Aggregate
					Limit/Coverage

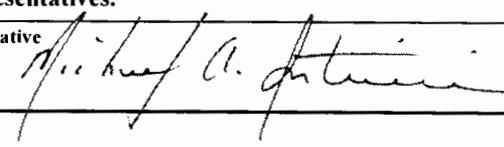
**Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)**  
 Coverage verified for the Pine Haven Boys Home, for the term of the certificate.

**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)  
12/04/2015

JM

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

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

PRODUCER 402-551-8765 C.M.G. Agency, Inc 10843 Old Mill Road Omaha, NE 68154	CONTACT NAME: C.M.G. Agency, Inc PHONE (A/C, No, Ext): 402-551-8765 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Pine Haven Boys Center, Inc. River Road- Allenstown PO Box 162 Suncook, NH 03275	INSURER A : INSURER B : INSURER C : INSURER D : Preferred Professional Insurance Co. Inc 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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
D	<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 <input type="checkbox"/> N/A	MWC0037128-00	06/30/15	06/30/2016	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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****CANCELLATION**State of New Hampshire  
Department of Health and Human Services

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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## **Pine Haven Boys Center**

### **Mission Statement**

**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.**

**PINE HAVEN BOYS CENTER**

**FINANCIAL REPORT**

**JUNE 30, 2014**

*PINE HAVEN BOYS CENTER*  
*FINANCIAL REPORT*  
*JUNE 30, 2014*

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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, 2014, and 2013, and 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 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, 2014 and 2013, 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.

November 14, 2014

*Plodzik & Sanderson  
Professional Association*

**PLODZIK & SANDERSON**  
*Professional Association / Accountants & Auditors*

*PINE HAVEN BOYS CENTER*  
*STATEMENTS OF FINANCIAL POSITION*  
*JUNE 30, 2014 AND 2013*

ASSETS

	2014	2013
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 825,455	\$ 723,337
Cash - temporarily restricted	137,704	120,270
Accounts receivable	140,858	189,669
Prepaid expenses	30,051	33,207
Total current assets	\$ 1,134,068	\$ 1,066,483
 <b>PROPERTY AND EQUIPMENT</b>		
Building improvements	\$ 719,337	\$ 669,386
Furniture and fixtures	45,190	45,190
Office equipment	68,882	68,882
Equipment	129,250	129,250
Vehicles	81,022	81,022
	\$ 1,043,681	\$ 993,730
Less accumulated depreciation	832,681	795,350
	\$ 211,000	\$ 198,380
 <b>TOTAL ASSETS</b>	 \$ 1,345,068	 \$ 1,264,863
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 31,519	\$ 105,179
Accrued expenses	202,035	169,479
Total current liabilities	\$ 233,554	\$ 274,658
 <b>NET ASSETS</b>		
Unrestricted		
Net investment in property and equipment	\$ 211,000	\$ 198,380
Board designated	500,000	-
Undesignated	262,810	671,555
	\$ 973,810	\$ 869,935
Temporarily restricted	137,704	120,270
Total net assets	\$ 1,111,514	\$ 990,205
 <b>TOTAL LIABILITIES AND NET ASSETS</b>	 \$ 1,345,068	 \$ 1,264,863

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, 2014 AND 2013*

	2014	2013
CHANGES IN UNRESTRICTED NET ASSETS:		
OPERATING REVENUE AND GAINS (LOSSES)		
Board and care	\$ 1,237,639	\$ 1,153,647
Tuition and registration	705,519	698,739
U.S. Department of Agriculture	27,989	25,741
Settlement proceeds	-	763,573
Total unrestricted operating revenue	\$ 1,971,147	\$ 2,641,700
EXPENSES		
Program services:		
Instruction	\$ 463,248	\$ 423,920
Board and care	1,168,187	1,047,381
Supporting services:		
Administration	237,866	951,605
Total operating expenses	\$ 1,869,301	\$ 2,422,906
INCREASE IN UNRESTRICTED NET ASSETS FROM OPERATIONS	\$ 101,846	\$ 218,794
CHANGES IN UNRESTRICTED NET ASSETS: NON-OPERATING REVENUE AND GAINS (LOSSES)		
Contributions	\$ -	\$ 1,108
Interest Income	749	956
Total unrestricted non-operating revenue	\$ 749	\$ 2,064
NET ASSETS RELEASED FROM RESTRICTIONS		
Satisfaction of program restrictions	\$ 1,280	\$ 13,677
INCREASE IN UNRESTRICTED NET ASSETS	\$ 103,875	\$ 234,535
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS		
Contributions and interest earned	\$ 18,714	\$ 43,170
Net assets released from restrictions	(1,280)	(13,677)
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	\$ 17,434	\$ 29,493
INCREASE IN NET ASSETS	\$ 121,309	\$ 264,028
NET ASSETS - BEGINNING	990,205	726,177
NET ASSETS - ENDING	\$ 1,111,514	\$ 990,205

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, 2014*

	<u>Program Services</u>		<u>Support Services</u>	<u>Total</u>
	<u>Instruction</u>	<u>Board and Care</u>	<u>Administration</u>	
<u>Personnel costs</u>				
Salaries and wages	\$ 280,185	\$ 701,032	\$ 166,459	\$ 1,147,676
Employee benefits	35,700	110,004	16,496	162,200
Temporary staff	-	24,408	-	24,408
Payroll taxes/workers' compensation insurance	24,795	65,714	7,422	97,931
<u>Professional fees and consultants</u>				
Client evaluations	1,200	-	-	1,200
Audit fees	-	-	10,162	10,162
Legal fees	-	-	4,415	4,415
Other professional fees/consultants	39,786	11,038	2,819	53,643
Art and physical education	-	-	-	-
<u>Staff development and training</u>				
Journal and publications	171	-	193	364
Other staff development	238	2,966	977	4,181
<u>Occupancy costs</u>				
Heating costs	11,955	21,191	832	33,978
Other utilities	4,768	12,431	360	17,559
Maintenance and repairs	10,630	48,286	-	58,916
<u>Consumable supplies</u>				
Office	-	-	5,213	5,213
Building/household	2,736	18,110	-	20,846
Education/training	26,246	3,265	-	29,511
Food	-	51,049	-	51,049
Medical	-	7,296	-	7,296
Capital expenditures - depreciation	11,022	24,190	2,118	37,330
Equipment maintenance	4,197	12,231	1,163	17,591
Recreational supplies/expenses	-	11,611	-	11,611
Advertising	-	-	1,567	1,567
Printing	-	-	11,164	11,164
Telephone/communications	-	-	3,844	3,844
Postage/shipping	-	-	1,440	1,440
<u>Transportation</u>				
Vehicle leasing/maintenance/repairs	-	4,653	-	4,653
Clients/staff	-	9,095	-	9,095
<u>Assistance to students</u>	-	7,172	-	7,172
Clothing/hygiene	-	4,766	-	4,766
<u>Insurance</u>				
Vehicles	895	1,590	-	2,485
Comprehensive property/liability	8,424	14,923	722	24,069
<u>Membership dues</u>	300	1,166	500	1,966
<u>Total</u>	<u>\$ 463,248</u>	<u>\$ 1,168,187</u>	<u>\$ 237,866</u>	<u>\$ 1,869,301</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, 2013*

	<u>Program Services</u>		<u>Support Services</u>	<u>Total</u>
	<u>Instruction</u>	<u>Board and Care</u>	<u>Administration</u>	
<u>Personnel costs</u>				
Salaries and wages	\$ 257,885	\$ 657,946	\$ 142,001	\$ 1,057,832
Employee benefits	24,629	97,299	11,083	133,011
Temporary staff	-	15,909	-	15,909
Payroll taxes/workers' compensation insurance	22,824	60,219	7,275	90,318
<u>Professional fees and consultants</u>				
Client evaluations	3,500	-	-	3,500
Audit fees	-	-	10,641	10,641
Legal fees	-	-	24,365	24,365
Other professional fees/consultants	37,130	8,256	2,743	48,129
Art and physical education	6,800	-	-	6,800
<u>Staff development and training</u>				
Journal and publications	164	-	240	404
Other staff development	885	8,908	-	9,793
<u>Occupancy costs</u>				
Heating costs	9,329	16,417	633	26,379
Other utilities	4,419	11,976	321	16,716
Maintenance and repairs	9,072	33,874	300	43,246
<u>Consumable supplies</u>				
Office	-	-	2,930	2,930
Building/household	2,706	13,178	-	15,884
Education/training	22,711	2,869	-	25,580
Food	-	26,286	-	26,286
Medical	-	5,606	-	5,606
Capital expenditures - depreciation	8,954	20,349	2,118	31,421
Equipment maintenance	4,395	8,386	698	13,479
Recreational supplies/expenses	-	21,450	-	21,450
Advertising	-	-	1,143	1,143
Printing	-	-	6,282	6,282
Telephone/communications	-	-	3,494	3,494
Postage/shipping	-	-	3,112	3,112
<u>Transportation</u>				
Vehicle leasing/maintenance/repairs	-	4,184	-	4,184
Clients/staff	-	7,807	-	7,807
<u>Assistance to students</u>				
Clothing/hygiene	-	3,010	-	3,010
<u>Insurance</u>				
Vehicles	284	2,138	-	2,422
Comprehensive property/liability	8,233	14,585	706	23,524
Membership dues	-	1,166	175	1,341
Other expenditures	-	-	896	896
Donation	-	-	730,449	730,449
<u>Total</u>	<u>\$ 423,920</u>	<u>\$ 1,047,381</u>	<u>\$ 951,605</u>	<u>\$ 2,422,906</u>

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, 2014 AND 2013*

	<u>2014</u>	<u>2013</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 121,309	\$ 264,028
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	37,330	31,421
Loss on disposition of assets	-	-
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	48,811	(34,902)
(Increase) decrease in prepaid expenses	3,156	(24,271)
Increase (decrease) in accounts payable	(73,660)	70,832
Increase (decrease) in accrued expenses	<u>32,556</u>	<u>56,806</u>
Net cash provided by operating activities	\$ 169,502	\$ 363,914
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase/retirement of property and equipment	<u>(49,950)</u>	<u>(42,176)</u>
Net increase in cash and cash equivalents	\$ 119,552	\$ 321,738
Cash and cash equivalents:		
Beginning	<u>843,607</u>	<u>521,869</u>
Ending	<u>\$ 963,159</u>	<u>\$ 843,607</u>

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

*PINE HAVEN BOYS CENTER  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014 AND 2013*

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

*Nature of Organization and Operations*

Pine Haven Boys Center (“The Center”), located in Allenstown, 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, 2014 AND 2013

**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."

*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 2011. 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, 2014 and 2013 balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 and \$250,000, respectively. At June 30, 2014 and 2013, the Center's uninsured cash balances total \$96,772 and \$73,213, respectively.

**NOTE 3 - FAIR VALUE OF FINANCIAL INSTRUMENTS**

Financial Accounting Standards Board (FASB) ASC 825-10 *Disclosures about Fair Value Instruments* requires disclosure of fair value information about financial instruments whether or not recognized in the balance sheet. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. In that regard, the derived fair value estimates cannot be substantiated by comparison to independent markets and, in

*PINE HAVEN BOYS CENTER  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014 AND 2013*

**NOTE 3 - FAIR VALUE OF FINANCIAL INSTRUMENTS (Continued)**

many cases, could not be realized in immediate settlement of the instruments. FASB ASC 825-10 excludes certain financial instruments and all nonfinancial instruments from its disclosure requirements. Accordingly, the aggregate fair value amounts presented do not represent the underlying value of the Center.

*Cash and cash equivalents:* The carrying amounts reported in the balance sheets for cash and cash equivalents approximate those assets fair values because of the short maturity of those items.

*Receivables:* The carrying amounts reported in the balance sheets for receivables approximate those assets fair values because of the short maturity of those items.

*Prepaid expenses:* The carrying amounts reported in the balance sheets for prepaid expenses approximate those assets fair values because of the short maturity of those items.

*Accounts payable and accrued expenses:* The carrying amounts reported in the balance sheets for accounts payable and accrued expenses approximate those liabilities fair values because of the short maturity of those items.

*Financial Accounting Standards Board (FASB) ASC 820-10, Fair Value Measurements.* This ASC provides for a common definition of fair value and establishes a framework to make the measurement of fair value in generally accepted accounting principles more consistent and comparable. *FASB ASC 820-10* also requires expanded disclosures to provide information about the extent to which fair value is used to measure assets and liabilities, the methods and assumptions used to measure fair value, and the effect of fair value measures on earnings. The Center considers fair value concepts to test various long-lived assets for impairment. The Center has determined that the adoption of *FASB ASC 820-10* does not have a material impact on its financial statements.

**NOTE 4 - ACCRUED EXPENSES**

Accrued expenses are comprised as follows:

	2014	2013
Accrued payroll	\$ 122,333	\$ 100,138
Accrued vacation	46,646	35,978
Accrued earned time	33,056	33,363
	\$ 202,035	\$ 169,479

**NOTE 5 - 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 6 - 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, 2014 and 2013 amounted to \$30,186 and \$29,015, respectively.

*PINE HAVEN BOYS CENTER  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014 AND 2013*

**NOTE 7 - 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, 2014 and 2013, 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.

Future minimum lease payments under the leases as of June 30, 2014 are as follows:

2015	\$ 2,374
2016	2,374
2017	2,374
2018	1,780
	<u>\$ 8,902</u>

**NOTE 8 - TEMPORARILY RESTRICTED NET ASSETS**

The Center's temporarily restricted net assets are available for the following purposes:

	2014	2013
Special projects	\$ 135,624	\$ 118,190
Winter recreation	2,080	2,080
	<u>\$ 137,704</u>	<u>\$ 120,270</u>

**NOTE 9 - BOARD DESIGNATED FUND**

In May, 2014, the Board approved the establishment of a Board designated fund. The purpose of the fund is to segregate \$500,000 for capital improvement. At June 30, 2014, the designated capital improvement fund totaled \$500,000.

**NOTE 10 - SUPPORTING ORGANIZATION CONTRIBUTION - PINE HAVEN BOYS CENTER FOUNDATION**

During the year ended June 30, 2013, the Center contributed \$730,449 to 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, 2014 and 2013, the Center received temporarily restricted supporting contributions from the Foundation in the amount of \$17,105 and \$16,348, respectively.

**NOTE 11 - 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 affirmed by the New Hampshire Supreme Court, and the Merrimack County Superior Court has ordered DCYF to pay Pine Haven Boys Center. That payment in the amount of \$763,573 was received in fiscal year ended June 30, 2013. The litigation in connection with the remaining years 2007-2010 is still being pursued. The ultimate payment, if any, is undeterminable.

*PINE HAVEN BOYS CENTER  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014 AND 2013*

***NOTE 12 - SUBSEQUENT EVENTS***

The Center did not have any recognized or unrecognized subsequent events after June 30, 2014, the date of the statement of financial position. Subsequent events have been evaluated through November 14, 2014, the date the financial statements were available to be issued.

**Pine Haven Boys Center**

**Board of Directors**

**Officers**

**Mr. Kevin McMahon, PH.D., President (College Professor)**

**Peter Viar (Salesman) Vice-President**

**Rev. Paul Riva, Treasurer and Secretary (Executive Director)**

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**Mr. Charles Mitchell, (Retired School Counselor)**

**Mr. Richard Bertolami, (Retired School Resource Person)**

**Ms. Maggie Cahow, (M.S., Nurse Practitioner)**

**Mr. George Edwards, New England Association of Schools and Colleges**

**Ms. Maria McKenna (College Professor)**

**Mr. Jay Meehan. (Mover)**

**Mr. Jack O'Connor (Public Education Training Officer – NH911)**

**Mr. Brian Tufts (Vice-President Commercial Lending Laconia Savings Bank)**

**Ms. Sally Kelly (VP Communications, CCA Global, (currently) NH State Rep)**

**Non-Voting Member**

**Rev. Paul Riva (Pine Haven Director)**

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

**Experiences:**

- 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. JOHN B. VITALI

## LIFE EXPERIENCES

Member of the Somascan Fathers and Brothers since 1961  
Ordained to the Priesthood 1971  
American Citizen 1988

## WORK EXPERIENCE

*Pine Haven Boys Center: Treatment Center for Troubled Boys* *Allenstown, NH*

Cottage Director	2011-Present
Assistant Cottage Director	2008-2011
Executive Director	1987-2008
Cottage Director-Assistant Cottage Director	1985-1987
Assistant Principal	1984-1985

*Casa San Girolamo: Treatment Center for Troubled Boys* *Vercinago, Italy*

Executive Director	1974-1982
Child Care Worker	1971-1974

## EDUCATION

Classical Lyceum (Liberal Arts Courses) *Emiliani-Genova-Nervi, Italy* Graduated 1964

Biennial of Philosophy *Aemilianum-Magenta (Mi), Italy* 1964-1966

Practicum *Istituto St. Jerome Emiliani-Corbetta(Mi), Italy* 1966-1967

Bachelor of Theology *Aemilianum-Magenta(Mi), Italy* 1967-1971

Degree as Specialized Educator EASAE (Ente Scuola Assistenti Educatori- Scuola Superiore di Formazione Psicopedagogica-Milano, Italy) 1971-1975

Masters Degree in School Administration *Rivier College- Nashua, NH* 1983-1985

Masters Degree in Counseling and Clinical Psychotherapy *Rivier College- Nashua, NH* 1985-1990

# Joyce Pollinger, LICSW

## Professional Profile:

- MSW Boston University School of Social Work
- Qualified Fire Assessment Diagnostician State of MA
- Trained in Trauma Focused Cognitive Behavioral Therapy
- Better Together Facilitator
- Working towards Play Therapy Certification
- Certified School Adjustment Counselor, MA

## Professional Experience

- 12/02-Present Pine Haven Boys Center, Allenstown, NH**  
**Clinical Director**  
Supervision of staff  
Program coordination of clinical work  
Provide individual, family, group therapy, intakes,  
30 day assessments, and fire assessments & treatment  
as needed. Facilitate treatment team meetings and staff meetings.
- 12/05-Present FireSafe Intervention, Inc. Manchester, NH**  
**Clinician/Fire Educator**  
Conduct Screening Interviews for parents/child  
Provide Fire Education  
Clinical Fire Assessments.
- Spring 10-Present Granite State College**  
**Education and Training**  
Trainer  
Provide education and skill building in managing traumatized children to  
Foster Parents, State employees, and direct care staff.  
Provide the CORB training for child and Youth care workers.
- 9/98-12/02 Brandon Residential Treatment Center, Natick, MA.**  
**Administrator of Fire Treatment Services**  
Fire Assessments  
Individual & Group Treatment  
Coordinated Fire Education Program  
Consulted to outside residential programs.
- 9/94-9/98 Brandon Residential Treatment Center, Natick, MA.**  
**Clinician/Case Manager 1994-1996**  
Group Therapy Supervisor 1996-1998  
Individual, Family and group Therapy  
Coordinator of Group Treatment Program  
Case Management Duties
- 1/93-1/96 Concord NH Police Department, Concord, NH**  
**Youth Care Attendant/Car Detail/Support Staff**  
Supervision of Youth  
Switchboard/Crime line support staff

11/93-1/96

Cruiser Care  
The Friends Program, Inc. Concord, NH  
Shelter Staff

1988-1993

Intakes/Discharges/Support Staff  
Brandon Residential Treatment Program  
Child Care Worker 1988-1989

Residential Program Supervisor 1989-1993

Child care duties included supervision and development of  
Activities, teaching daily living skills, setting limits, attending treatment  
team, staff and department meetings.

Program Supervisor provided staff supervision, and coordination of the  
daily operations of the program for up to 16 children and adolescents ages  
7-17.

#### **Professional Accomplishments:**

- Presented the "Beacon Award" by the Massachusetts Coalition on Juvenile Firesetting in November of 2001.
- Developed the first specialized residential treatment program in the state of Mass for children with fire setting behaviors.
- Developed the "Best Practices for Juvenile Firesetting in Residential Programs" as part of the Common Works Task Force.
- Research Project: "A comparative Study of the Behavioral, Personality, and Fire History Characteristics of Residential and Outpatient Adolescents (ages 12-17) with Firesetting Behaviors" published Summer 2005 Adolescence, vol. 40, No. 158, Summer 2005.

#### **Workshop Presentations:**

- Compass: "Juvenile Firesetting Typologies"
- Massachusetts Coalition for Juvenile Firesetting Annual Conference "Incorporating Firesetting Treatment Across a Residential Program" and "Spotlight on Programs"
- MAAPS Conference: "Fire Education in a Residential Program"
- SAFE Conference: "Working with ADHD in the Classroom"
- Boston University Guest Speaker: Juvenile Firesetting Behavior
- Newbury College: Guest Speaker: Juvenile Firesetting Behavior

#### **Professional Affiliations Past & Present**

- Massachusetts Coalition on Juvenile Firesetting Intervention Programs (Past)
- New Hampshire Coalition on Juvenile Firesetting Intervention Programs (Present NH)
- The Children's Group Therapy Association
- Middlesex County Juvenile Firesetting Task Force/Review Team
- SAFE Task Force: Student Awareness of Fire Education
- New England Play Therapy Association
- NASW
- New England Council on Crime and Delinquency

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

Contractor Name: \_\_\_\_\_

Name of Program: \_\_\_\_\_

BUDGET PERIOD:		SFY 16		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Paul Riva	Executive Director	\$59,159	0.00%	\$0.00
John Vitali	Cottage Director	\$44,714	0.00%	\$0.00
Joyce Pollinger	Clinical Director	\$52,950	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$0.00</b>

BUDGET PERIOD:		SFY 17		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Paul Riva	Executive Director	\$59,159	0.00%	\$0.00
John Vitali	Cottage Director	\$44,714	0.00%	\$0.00
Joyce Pollinger	Clinical Director	\$52,950	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$0.00</b>



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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
<b>Total:</b>			<b>\$56,250</b>

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
<b>Total</b>				<b>\$56,250</b>

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.

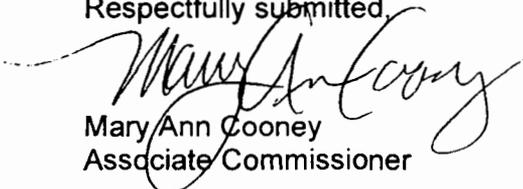
The attached contracts calls for the provision of these services for approximately one and one half years and reserves the Division's right to renew the agreement for up to four additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor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

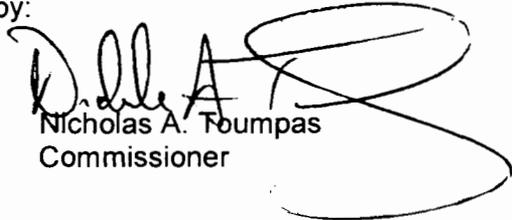
Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
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>

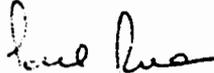
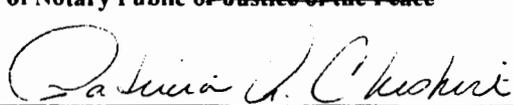
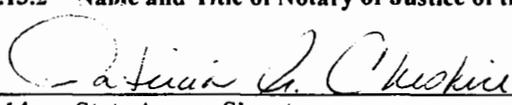
Subject: Juvenile Detention Alternative Initiative Services

**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. CHESHIRE			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b>  PATRICIA A. CHESHIRE, Notary Public My Commission Expires <u>4-28-15</u>			
<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. 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

Contractor Initials:   JL    
Date:   1/16/2015

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;



- 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.



**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



- 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 Quia  
Name: PAUL QUIA  
Title: Ex. 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:

1/14/2015  
Date

Paul Riva  
Name: PAUL RIVA  
Title: Sr. 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



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:

1/14/2015  
Date

Paul Riva  
Name: PAUL RIVA  
Title: Ex. D. 25:TOR



**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

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

Contractor Initials PR

Date 1/14/2015



**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:

1/14/2015  
Date

Paul Riva  
Name: PAUL RIVA  
Title: Ex. DIRECTOR



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

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

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH DHHS  
The State

Maryann Cooney  
Signature of Authorized Representative

MARYANN COONEY  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

2/20/15  
Date

PINE HAVEN Boys CENTER  
Name of the Contractor

Paul Riva  
Signature of Authorized Representative

PAUL RIVA  
Name of Authorized Representative

Dr. Director  
Title of Authorized Representative

1/14/2015  
Date



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

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

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

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

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

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

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

Contractor Name:

1/14/2015  
Date

[Signature]  
Name: PAUL RIVA  
Title: Ex. Director



**FORM A**

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

1. The DUNS number for your entity is: 100999101
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____



---

**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 Citron  
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

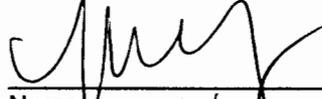
New Hampshire Department of Health and Human Services  
Juvenile Detention Alternative Initiative Services



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

  
Name: M. A. U. Alpin  
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

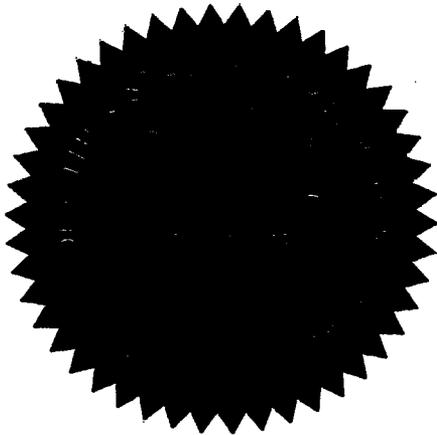
\_\_\_\_\_  
Date

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

# 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

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Susan Champagne, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Webster House.  
(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 12/10/2015 :  
(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 11<sup>th</sup> day of Dec., 2015  
(Date Contract Signed)

4. Lou Catano is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Susan Champagne  
(Signature of the Elected Officer)

STATE OF New Hampshire  
County of Hillsborough

The forgoing instrument was acknowledged before me this 11<sup>th</sup> day of Dec., 2015

By Susan Champagne  
(Name of Elected Officer of the Agency)

Helene J. Boucher  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**HELENE J. BOUCHER, Notary Public**  
**My Commission Expires August 24, 2016**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/9/2015

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. 139 Loudon Road 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>E-MAIL ADDRESS:</b> dbickford@rowleyagency.com <b>FAX (A/C, No):</b> (603) 224-8012	
<b>INSURED</b> The 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 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:			PHPK1340590	7/10/2015	7/10/2016	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			PHPK1340590	7/10/2015	7/10/2016	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB500590	7/10/2015	7/10/2016	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	N/A	WCA001261230 3A STATES: NH WCA001261231	1/19/2015 1/19/2016	1/19/2016 1/19/2017	<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>			PHPK1340590	7/10/2015	7/10/2016	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)  
Covering operations of the insured during the policy period.  
--Updated 12/24/2015--

<b>CERTIFICATE HOLDER</b> NH Dept. of Health & Human Services 129 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 Donna Bickford/DTB
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# The Webster House

## MISSION STATEMENT

The Webster House exists to meet a condition that is prevalent in New Hampshire: youth who are unable to live at home for some period of time. The Staff's intent is to address four areas of the 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

## GOALS OF THE ORGANIZATION

- Is committed to a program that offers a structure to youth in order to stabilize their lives, resolve issues and encourage personal growth.
- Is pragmatic in approach. Experience has taught that love and kindness need to be provided in close-conjuncture with clear and realistic expectations.
- Is intended to prepare residents for adult life, recognizing fully that this is ultimately a partnership between the family, the child and the program.
- provides a home; provides the opportunities for the counseling, education and activities; provides 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 improve the lives of the children who reside at the Webster House and their families.

**WEBSTER HOUSE**

**FINANCIAL STATEMENTS  
AND SUPPLEMENTAL SCHEDULES**

**FOR THE YEARS ENDED  
DECEMBER 31, 2014 AND 2013**

**WEBSTER HOUSE**  
**FINANCIAL STATEMENTS**  
**AND SUPPLEMENTAL SCHEDULES**  
**FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013**

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CERTIFIED PUBLIC ACCOUNTANTS  
MEMBER FIRM OF AICPA  
PRIVATE COMPANIES  
PRACTICE SECTION

**INDEPENDENT AUDITOR'S REPORT**

August 6, 2015

To the Board of Directors  
Webster House

We have audited the accompanying financial statements of the Webster House (a nonprofit organization), which comprise the statements of financial position as of December 31, 2014 and 2013, and 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, 2014 and 2013, 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.

### **Other Matter**

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The statements 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 taken as a whole.



F.G. BRIGGS, JR., CPA  
PROFESSIONAL ASSOCIATION

**WEBSTER HOUSE**

**STATEMENTS OF FINANCIAL POSITION**

**DECEMBER 31, 2014 AND 2013**

**ASSETS**

	<b><u>2014</u></b>	<b><u>2013</u></b>
<b>Assets</b>		
Cash and equivalents	\$ 463,824	\$ 491,425
Accounts receivable (Note B)	26,567	70,908
Other current assets	6,388	7,466
Endowment assets (Note C)	5,047,513	4,868,642
Beneficial interests in perpetual trusts (Note D)	168,060	164,017
Land, building and equipment - Net (Note E)	<u>709,962</u>	<u>683,331</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 6,422,314</u></b>	<b><u>\$ 6,285,789</u></b>

**LIABILITIES AND NET ASSETS**

<b>Liabilities</b>		
Accrued expenses	\$ 6,950	\$ 6,613
Accounts payable	9,842	3,585
Agency obligation (Note F)	<u>8,043</u>	<u>8,043</u>
Total Liabilities	<u>24,835</u>	<u>18,241</u>
<b>Net Assets (Note G)</b>		
Unrestricted	1,942,035	1,987,148
Temporarily restricted	497,846	470,777
Permanently restricted	<u>3,957,598</u>	<u>3,809,623</u>
Total Net Assets	<u>6,397,479</u>	<u>6,267,548</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 6,422,314</u></b>	<b><u>\$ 6,285,789</u></b>

See Notes to Financial Statements

**WEBSTER HOUSE**

**STATEMENTS OF ACTIVITIES**

**FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<b>UNRESTRICTED NET ASSETS</b>		
<b>Support, Revenues and Gains</b>		
Gifts and grants	\$ 175,069	\$ 350,084
Fees and grants from governmental agencies	633,500	695,999
Investment income (Note I)	<u>64,422</u>	<u>163,854</u>
Total Unrestricted Support, Revenues and Gains	872,991	1,209,937
<b>Net Assets Released From Restrictions</b>	<u>174,074</u>	<u>132,106</u>
Total Unrestricted Support, Revenues, Gains and Reclassifications	<u>1,047,065</u>	<u>1,342,043</u>
<b>Expenses</b>		
Program Services		
Room, board, care and support	<u>866,611</u>	<u>861,418</u>
Supporting Services		
Fund-raising	45,540	46,139
Management and general	<u>180,027</u>	<u>171,240</u>
Total Supporting Services	<u>225,567</u>	<u>217,379</u>
Total Expenses	<u>1,092,178</u>	<u>1,078,797</u>
<b>Increase (Decrease) in Unrestricted Net Assets</b>	<u>( 45,113)</u>	<u>263,246</u>
<b>TEMPORARILY RESTRICTED NET ASSETS</b>		
<b>Support, Revenues and Gains</b>		
Gifts and grants	83,230	46,750
Investment income (Note I)	<u>117,913</u>	<u>125,506</u>
Total Temporarily Restricted Support, Revenues and Gains	201,143	172,256
<b>Net Assets Released from Restrictions</b>	<u>( 174,074)</u>	<u>( 132,106)</u>
<b>Increase (Decrease) in Temporarily Restricted Net Assets</b>	<u>27,069</u>	<u>40,150</u>
<b>PERMANENTLY RESTRICTED NET ASSETS</b>		
<b>Support, Revenues and Gains</b>		
Investment income (Note I)	<u>147,975</u>	<u>633,774</u>
Total Permanently Restricted Support, Revenues and Gains	<u>147,975</u>	<u>633,774</u>
<b>Increase (Decrease) in Permanently Restricted Net Assets</b>	<u>147,975</u>	<u>633,774</u>
<b>Increase (Decrease) in Net Assets</b>	<u>129,931</u>	<u>937,170</u>
<b>Net Assets, beginning of year</b>	<u>6,267,548</u>	<u>5,330,378</u>
<b>Net Assets, end of year</b>	<u>\$ 6,397,479</u>	<u>\$ 6,267,548</u>

See Notes to Financial Statements

**WEBSTER HOUSE**

**STATEMENTS OF CASH FLOWS**

**FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<b>Cash Flows from Operating Activities</b>		
Increase (decrease) in net assets	\$ 129,931	\$ 937,170
Adjustments to reconcile increase in net assets to net cash provided by operating activities		
Depreciation	49,710	50,309
Net realized and unrealized (gains) losses on investments	( 188,689)	( 808,352)
Noncash donation of capital assets	( 6,250)	-
(Increase) decrease in accounts receivable	44,341	2,443
(Increase) decrease in other current assets	1,078	6,314
Increase (decrease) in accounts payable and accrued expenses	6,594	( 20,502)
Increase (decrease) in agency obligations	<u>-</u>	<u>( 17,635)</u>
 Total Adjustments	 ( 93,216)	 ( 787,423)
 Net Cash Provided by Operating Activities	 <u>36,715</u>	 <u>149,747</u>
 <b>Cash Flows for Investing Activities</b>		
Payments for the purchase of property	( 70,091)	( 12,734)
Purchases of long-term investments	( 1,363,541)	( 1,279,958)
Proceeds from sale of long-term investments	<u>1,369,316</u>	<u>1,311,600</u>
 Net Cash Provided by (Used For) Investing Activities	 ( 64,316)	 <u>18,908</u>
 <b>Net Increase (Decrease) in Cash and Equivalents</b>	 ( 27,601)	 168,655
 <b>Cash and Equivalents, beginning of year</b>	 <u>491,425</u>	 <u>322,770</u>
 <b>Cash and Equivalents, end of year</b>	 <u>\$ 463,824</u>	 <u>\$ 491,425</u>

See Notes to Financial Statements

**WEBSTER HOUSE**

**NOTES TO FINANCIAL STATEMENTS**

**DECEMBER 31, 2014**

**NOTE A: 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 eleven to fifteen 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.

**WEBSTER HOUSE**

**NOTES TO FINANCIAL STATEMENTS**

**DECEMBER 31, 2014**

**NOTE A: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

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.

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 2012 to 2014 are subject to examination.

**NOTE B: CONCENTRATIONS OF CREDIT RISK**

Normally, accounts receivable consists primarily of amounts due from the State of New Hampshire.

**WEBSTER HOUSE**

**NOTES TO FINANCIAL STATEMENTS**

**DECEMBER 31, 2014**

**NOTE C: ENDOWMENT ASSETS**

Endowment assets are held with UBS. Unrestricted funds, funds held for specific designated purposes, and temporarily and permanently restricted funds are pooled into two accounts holding marketable securities. One account holds equity securities while the other holds debt securities. They are recorded at fair value at December 31, 2014 and 2013, as summarized below. Fair value has been determined using quoted prices for identical assets (level 1 input). Accrued interest is included in bond values.

	<b>2014</b>	
	<b>Fair Value</b>	<b>Cost</b>
Cash	\$ 69,041	\$ 69,041
U.S. Government Obligations	896,406	901,047
Corporate Bonds	740,620	731,091
Asset Backed Bonds	97,866	98,118
Mutual Funds	246,304	249,668
Common Stock	<u>2,997,276</u>	<u>1,972,520</u>
Total held by UBS	<u>\$ 5,047,513</u>	<u>\$ 4,021,485</u>
Unrealized Appreciation		<u>\$ 1,026,028</u>
	<b>2013</b>	
	<b>Fair Value</b>	<b>Cost</b>
Cash	\$ 107,473	\$ 107,473
U.S. Government Obligations	831,210	847,118
Corporate Bonds	625,327	618,636
Common Stock	<u>3,304,632</u>	<u>2,059,888</u>
Total held by UBS	<u>\$ 4,868,642</u>	<u>\$ 3,633,115</u>
Unrealized Appreciation		<u>\$ 1,235,527</u>

**WEBSTER HOUSE**

**NOTES TO FINANCIAL STATEMENTS**

**DECEMBER 31, 2014**

**NOTE D: BENEFICIAL INTERESTS 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>2014</u>	<u>2013</u>
Frank E. Green Trust	\$ 27,198	\$ 26,738
Eliza B. Green Trust	<u>140,862</u>	<u>137,279</u>
Total	<u>\$ 168,060</u>	<u>\$ 164,017</u>

**NOTE E: LAND, BUILDING AND EQUIPMENT**

A summary of land, building and equipment follows:

	<u>2014</u>	<u>2013</u>	<b><u>Estimated Useful life</u></b>
Land, Building, and Improvements	\$1,283,748	\$1,262,398	5-50 years
Furniture and Fixtures	80,515	80,515	5-15 years
Equipment	<u>169,754</u>	<u>129,042</u>	5-7 years
	1,534,017	1,471,955	
Accumulated Depreciation	<u>( 824,055)</u>	<u>( 788,624)</u>	
	<u>\$ 709,962</u>	<u>\$ 683,331</u>	

**WEBSTER HOUSE**

**NOTES TO FINANCIAL STATEMENTS**

**DECEMBER 31, 2014**

**NOTE F: 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 \$8,043 as of December 31, 2014 and 2013.

**NOTE G: NET ASSETS**

Net assets are further broken down as follows:

	<b><u>2014</u></b>	<b><u>2013</u></b>
<b>Unrestricted Net Assets</b>		
Designated for specific purposes	\$ 45,350	\$ 42,725
Unrestricted	<u>1,896,685</u>	<u>1,944,423</u>
Total	<u>1,942,035</u>	<u>1,987,148</u>
<b>Temporarily Restricted Net Assets</b>		
Clothing allowance	5,000	5,000
Grants	46,073	46,917
Trust fund income	188,639	179,684
Unappropriated endowment fund income	<u>258,134</u>	<u>239,176</u>
Total	<u>497,846</u>	<u>470,777</u>
<b>Permanently Restricted Net Assets</b>		
Legacies	3,745,158	3,601,226
Beneficial Interests in Perpetual Trusts	168,060	164,017
Trust funds - Christmas, clothing, outward bound	<u>44,380</u>	<u>44,380</u>
Total	<u>3,957,598</u>	<u>3,809,623</u>
Total Net Assets	<u>\$ 6,397,479</u>	<u>\$ 6,267,548</u>

**WEBSTER HOUSE**

**NOTES TO FINANCIAL STATEMENTS**

**DECEMBER 31, 2014**

**NOTE H: 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 G.

**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.

**WEBSTER HOUSE**

**NOTES TO FINANCIAL STATEMENTS**

**DECEMBER 31, 2014**

**NOTE H: ENDOWMENT FUND (continued)**

**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).

**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, 2014 and 2013. 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, 2014**

**NOTE H: ENDOWMENT FUND (continued)**

**Changes in Endowment Assets - 2014**

	<b><u>Unrestricted, Board designated and undesignated</u></b>	<b><u>Temporarily Restricted</u></b>	<b><u>Permanently Restricted</u></b>	<b><u>Total</u></b>
<b>Endowment net assets beginning of year</b>	<b><u>\$ 804,176</u></b>	<b><u>\$ 418,860</u></b>	<b><u>\$ 3,645,606</u></b>	<b><u>\$ 4,868,642</u></b>
<b>Investment return:</b>				
Investment income	25,493	108,958	-	134,451
Investment fees	( 50,226)	-	-	( 50,226)
Net realized gain	67,793	19,116	307,236	394,145
Net unrealized loss	<u>( 36,034)</u>	<u>( 10,161)</u>	<u>( 163,304)</u>	<u>( 209,499)</u>
Total investment return	7,026	117,913	143,932	268,871
Appropriation of endowment assets for expenditure	<u>-</u>	<u>( 90,000)</u>	<u>-</u>	<u>( 90,000)</u>
<b>Endowment net assets end of year</b>	<b><u>\$ 811,202</u></b>	<b><u>\$ 446,773</u></b>	<b><u>\$ 3,789,538</u></b>	<b><u>\$ 5,047,513</u></b>

**WEBSTER HOUSE**

**NOTES TO FINANCIAL STATEMENTS**

**DECEMBER 31, 2014**

**NOTE H: ENDOWMENT FUND (continued)**

**Changes in Endowment Assets - 2013**

	<b><u>Unrestricted, Board designated and undesignated</u></b>	<b><u>Temporarily Restricted</u></b>	<b><u>Permanently Restricted</u></b>	<b><u>Total</u></b>
<b>Endowment net assets beginning of year</b>	<b><u>\$ 688,420</u></b>	<b><u>\$ 391,680</u></b>	<b><u>\$ 3,028,449</u></b>	<b><u>\$ 4,108,549</u></b>
<b>Investment return:</b>				
Investment income	18,095	87,107	-	105,202
Investment fees	( 41,844)	-	-	( 41,844)
Net realized gain	30,413	8,576	137,833	176,822
Net unrealized gain	<u>105,766</u>	<u>29,823</u>	<u>479,324</u>	<u>614,913</u>
Total investment return	112,430	125,506	617,157	855,093
Singer fund released from restriction	3,326	( 3,326)	-	-
Appropriation of endowment assets for expenditure	<u>-</u>	<u>( 95,000)</u>	<u>-</u>	<u>( 95,000)</u>
<b>Endowment net assets end of year</b>	<b><u>\$ 804,176</u></b>	<b><u>\$ 418,860</u></b>	<b><u>\$ 3,645,606</u></b>	<b><u>\$ 4,868,642</u></b>

**WEBSTER HOUSE**

**NOTES TO FINANCIAL STATEMENTS**

**DECEMBER 31, 2014**

**NOTE I: INVESTMENT INCOME**

Investment income for the years ended December 31, 2014 and 2013 is reported as follows:

	<u>2014</u>	<u>2013</u>
<b>Unrestricted</b>		
Interest and dividends - operating and special accounts	\$ 2,095	\$ 1,609
Interest and dividends - perpetual trusts	5,075	5,561
Interest and dividends - investment account	25,493	20,505
Net realized gain (loss)	67,793	30,413
Net unrealized gain (loss)	<u>( 36,034)</u>	<u>105,766</u>
Total	<u>\$ 64,422</u>	<u>\$ 163,854</u>
<b>Temporarily restricted</b>		
Interest and dividends	\$ 108,958	\$ 87,107
Net realized gain (loss)	19,116	8,576
Net unrealized gain (loss)	<u>( 10,161)</u>	<u>29,823</u>
Total	<u>\$ 117,913</u>	<u>\$ 125,506</u>
<b>Permanently restricted</b>		
Net realized gain (loss)	\$ 307,236	\$ 137,833
Net unrealized gain (loss) – investments	( 163,304)	479,324
Net unrealized gain (loss) - perpetual trusts	<u>4,043</u>	<u>16,617</u>
Total	<u>\$ 147,975</u>	<u>\$ 633,774</u>

**NOTE J: RECLASSIFICATIONS**

Certain reclassifications have been made for consistent presentation.

**NOTE K: SUBSEQUENT EVENTS**

Subsequent events have been evaluated through August 6, 2015, 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, 2014**

	<b><u>PROGRAM SERVICES</u></b>	<b><u>SUPPORTING SERVICES</u></b>			<b><u>TOTAL</u></b>
	<b><u>Room, Board, Care and Support</u></b>	<b><u>Fund Raising</u></b>	<b><u>Management and General</u></b>	<b><u>Total Supporting Services</u></b>	<b><u>2014</u></b>
<b>Employee Compensation</b>					
Salaries	\$ 538,586	\$ 12,673	\$ 82,372	\$ 95,045	\$ 633,631
Payroll taxes	42,367	997	6,480	7,477	49,844
Benefits - group health	<u>87,475</u>	<u>2,058</u>	<u>13,379</u>	<u>15,437</u>	<u>102,912</u>
	668,428	15,728	102,231	117,959	786,387
Insurance	36,285	854	5,549	6,403	42,688
Utilities	29,216	628	1,571	2,199	31,415
Provisions	27,971	-	-	-	27,971
Investment fees	-	-	50,406	50,406	50,406
Transportation	10,219	104	105	209	10,428
Program activities	9,968	-	-	-	9,968
Repairs and maintenance	11,930	257	641	898	12,828
Newsletter	-	5,318	-	5,318	5,318
Household supplies and expenses	7,744	167	416	583	8,327
Office supplies and postage	5,376	127	822	949	6,325
Professional services	-	21,317	15,500	36,817	36,817
Allowance and jobs	4,669	-	-	-	4,669
Telephone	1,959	46	300	346	2,305
Clothing	515	-	-	-	515
Staff training	3,878	-	-	-	3,878
Christmas and other gifts	620	-	-	-	620
School supplies and expense	1,243	-	-	-	1,243
Medical expenses	<u>360</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>360</u>
<b>Total expenses before depreciation</b>	820,381	44,546	177,541	222,087	1,042,468
Depreciation	<u>46,230</u>	<u>994</u>	<u>2,486</u>	<u>3,480</u>	<u>49,710</u>
<b>Total expenses</b>	<b><u>\$ 866,611</u></b>	<b><u>\$ 45,540</u></b>	<b><u>\$ 180,027</u></b>	<b><u>\$ 225,567</u></b>	<b><u>\$ 1,092,178</u></b>

See Notes to Financial Statements

**WEBSTER HOUSE**

**STATEMENT OF FUNCTIONAL EXPENSES**

**FOR THE YEAR ENDED DECEMBER 31, 2013**

	<u>PROGRAM SERVICES</u>	<u>SUPPORTING SERVICES</u>			<u>TOTAL</u>
	<u>Room, Board, Care and Support</u>	<u>Fund Raising</u>	<u>Management and General</u>	<u>Total Supporting Services</u>	<u>2013</u>
<b>Employee Compensation</b>					
Salaries	\$ 531,050	\$ 12,495	\$ 81,220	\$ 93,715	\$ 624,765
Payroll taxes	40,446	952	6,185	7,137	47,583
Benefits - group health	<u>88,968</u>	<u>2,093</u>	<u>13,607</u>	<u>15,700</u>	<u>104,668</u>
	660,464	15,540	101,012	116,552	777,016
Insurance	34,500	812	5,276	6,088	40,588
Utilities	25,299	544	1,360	1,904	27,203
Provisions	27,461	-	-	-	27,461
Investment fees	-	-	44,256	44,256	44,256
Transportation	10,808	110	111	221	11,029
Program activities	9,227	-	-	-	9,227
Repairs and maintenance	10,785	232	580	812	11,597
Newsletter	-	4,788	-	4,788	4,788
Household supplies and expenses	8,111	174	436	610	8,721
Office supplies and postage	5,621	132	860	992	6,613
Professional services	-	22,750	14,500	37,250	37,250
Allowance and jobs	5,591	-	-	-	5,591
Telephone	2,174	51	333	384	2,558
Clothing	4,912	-	-	-	4,912
Staff training	6,186	-	-	-	6,186
Christmas and other gifts	1,394	-	-	-	1,394
School supplies and expense	1,579	-	-	-	1,579
Medical expenses	<u>519</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>519</u>
<b>Total expenses before depreciation</b>	814,631	45,133	168,724	213,857	1,028,488
Depreciation	<u>46,787</u>	<u>1,006</u>	<u>2,516</u>	<u>3,522</u>	<u>50,309</u>
<b>Total expenses</b>	<u>\$ 861,418</u>	<u>\$ 46,139</u>	<u>\$ 171,240</u>	<u>\$ 217,379</u>	<u>\$ 1,078,797</u>

See Notes to Financial Statements



EDUCATION

M. Ed., University of New Hampshire, December 1984  
B. A., Psychology, Stonehill College, May 1977  
Boston Latin School, 1973

EXPERIENCE

1984 - Present

Webster House, 135 Webster Street, Manchester, NH 03104

Program Director/Therapist: Responsible for daily running of a coed adolescent group home program, as well as individual therapy for six (6) residents seen on a weekly basis. Duties consist of hiring, training scheduling and supervision of ten (10) counselors and five (5) support staff. Also responsible for leading weekly adolescent support group and supervision of the Independent Living Group. Responsible for overseeing behavior modification/levels program, crisis intervention and counseling. Co-lead weekly staff meetings and inservice training. Also share other varied responsibilities as part of the administrative team.

1980 - 1984

Hampstead Hospital, East Road, Hampstead, NH

Counselor: Responsible for providing direct services, and crisis intervention to children ages 1-16. Responsible for establishment of milieu on the unit as well as individual counseling. Duties consisted of being co-leader in an on-going psycho-therapy group that met three times/week, and running weekly community meetings. Other responsibilities included running an Outward Bound activity component that operated weekly. Responsible for evaluation and documentation of above mentioned group. Involved in policy formulation as a member of the team.

1979 - 1980

Nazareth Child Care Center, Pond Street, Jamaica Plain, MA

Counselor: Responsible along with other co-counselors for effectively running cottage comprised of 16 children ages 7-14 under the direction of the cottage supervisor.

1978

Basics Secure Treatment Unit, Judge Connelly Youth Center,  
450 Canterbury Street, Roslindale, MA

Acting Supervisor/Youth Counselor: Direct responsibility for running the unit on Supervisors days off. Counselor in a behavior therapy program responsible for assigned caseload on the unit and crisis intervention.

1977 - 1978

Solstice Adolescent Program, Danvers State Hospital, Danvers, MA

Counselor: Responsible for direct counseling and crisis intervention, limit setting and for coordinating all treatment and programming for assigned cases under the supervision of team leader.

Activities Counselor: Participated in coordinating activity programs, led group and individual activities, responsible for determining clinical goals of activities under supervision of the Art and Recreation Therapists.

REFERENCES

Furnished upon request.



August 2012- April 2013      Office of the Public Defender, Ninth Circuit Court      Orlando, FL

**Master of Social Work Intern, Social Services Division**

- Completed biopsychosocialspiritual assessments
- Recommended appropriate treatment and intervention services according to client needs
- Assisted in the location of appropriate resources to assist clients in need
- Advocated for needed services on behalf of marginalized client populations
- Investigated clients' histories and situational factors currently impacting functioning
- Documented and recorded all interactions on behalf of the clients and attorneys in the database

December 2009-September 2010      Department of Children & Families      Jacksonville, FL

**Child Protective Investigator**

- Investigated allegations of abuse, neglect, and abandonment received by the Florida Child Abuse Hotline
- Provided crisis intervention to families in need
- Facilitated the referral of children and families to necessary and appropriate services
- Worked with law enforcement and probation agencies throughout the local areas
- Worked closely with Juvenile Court personnel when filing petitions for temporary custody
- Worked in conjunction with the State Attorney's Office and Criminal Court system

June 2007-December 2009      Department of Children & Family Services      Los Angeles, CA

**Children's Social Worker**

- Conducted home visits to assess the endangering situation and evaluate the degree of
- Provided crisis intervention, counseling, and referrals for children and families for services
- Developed and utilized community resources to meet children's and family's needs
- Worked with children in foster homes and assisted foster parents in meeting the social and psychological needs of children
- Worked with teachers, psychologists, physicians, and probation officers for joint planning

**TECHNOLOGICAL SKILLS**

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- Microsoft Office Suite
- Internet
- Child Welfare Services Case Management System Database
- Florida Safe Families Network Database
- Child and Adolescent Needs and Strengths (CANS)

**SUMMARY OF PROFESSIONAL QUALIFICATIONS**

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- Strong analytical, verbal, and written communication skills, with great problem solving abilities
- Ability to work effectively in teams
- Practical application of therapeutic techniques on reducing subsequent inappropriate behaviors
- Experience working in a social service agency with at risk and abused children, troubled families, and victims of crime
- Strong organizational skills, while working in a fast paced environment

**HONORS AND ACTIVITIES**

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- Phi Alpha Honor Society for Social Work, Nu Pi Chapter
- Psi Chi-Psychology National Honor Society

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: WEBSTER HOUSE

Name of Program: JDAI

<b>BUDGET PERIOD: SFY 16</b>					
<b>NAME</b>	<b>JOB TITLE</b>		<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
LOU CATANO	EXECUTIVE DIRECTOR		\$0	0.00%	\$0.00
TIFFANY JORDAN	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
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>					<b>\$0.00</b>

<b>BUDGET PERIOD: SFY 17</b>					
<b>NAME</b>	<b>JOB TITLE</b>		<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
LOU CATANO	EXECUTIVE DIRECTOR		\$0	0.00%	\$0.00
TIFFANY JORDAN	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
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>					<b>\$0.00</b>



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES

MAR 11 '15 AM 7:58 DAS

4/8

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
<b>Total:</b>			<b>\$56,250</b>

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
<b>Total</b>				<b>\$56,250</b>

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.

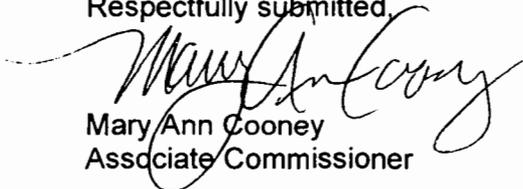
The attached contracts calls for the provision of these services for approximately one and one half years and reserves the Division's right to renew the agreement for up to four additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor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

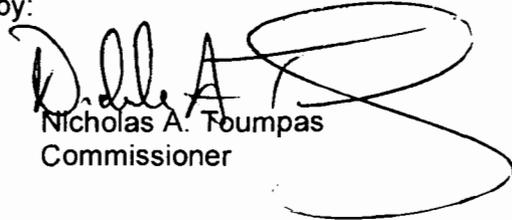
Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Foupas  
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	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>

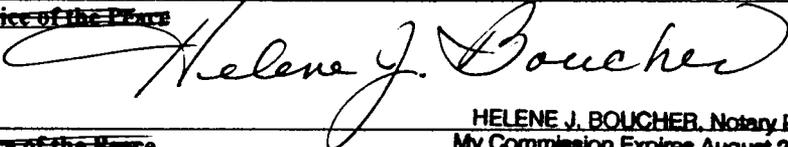
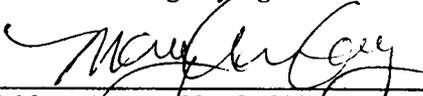
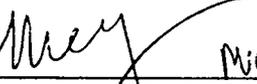
Subject: Juvenile Detention Alternative Initiative Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<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> Webster House		<b>1.4 Contractor Address</b> 135 Webster Street Manchester NH 03104	
<b>1.5 Contractor Phone Number</b> (603) 622-8013	<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> LOU CATANO EXECUTIVE DIRECTOR	
<b>1.13 Acknowledgement:</b> 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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal]		 HELENE J. BOUCHER, Notary Public My Commission Expires August 24, 2016	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b>		Helene J. Boucher, Adm. Assistant/Bookkeeper	
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> MARY ANN CONWAY 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:  Mignon A. Kelly - Attorney On: 3/2/15			
<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.

Contractor Initials: JK  
Date: 12/31/14

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: JTC  
Date: 2/30/17

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.

*JAC*  
7/2/34/4



**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



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



- 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



- 
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

*JF*

*12/30/11*



**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:

12/30/14  
Date

*Law Cutler*  
Name:  
Title: *Ex. 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:

12/30/14  
Date

[Signature]  
Name:  
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



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:

12/30/14  
Date

*[Signature]*  
Name:  
Title: *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

*JFC*

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



**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:

12/30/14  
Date

*Julia Pataki*  
Name: *Executive Director*  
Title:



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

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

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH D H H S  
The State

The Webster House  
Name of the Contractor

Mary Ann Cooney  
Signature of Authorized Representative

Lou Catano  
Signature of Authorized Representative

MARY ANN COONEY  
Name of Authorized Representative

LOU CATANO  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

EXECUTIVE DIRECTOR  
Title of Authorized Representative

2/20/15  
Date

12/30/14  
Date



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

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

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

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

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

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

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

Contractor Name:

12/30/14  
Date

*Law Carter*  
Name: *Executive Director*  
Title:



**FORM A**

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

1. The DUNS number for your entity is: 08-340-1158
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____