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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

Joseph E. Ribsam, Jr.
Director

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December 11, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Children, Youth and Families, to enter into an agreement with Nashua Children's Home, 125 Amherst Street, Nashua, New Hampshire 03064, in an amount not to exceed \$818,279 for the provision of an Enhanced Placement Capacity Program, effective January 1, 2018 or upon Governor and Executive Council approval, whichever is later, through June 30, 2019. 50% Federal Funds and 50% General Funds.

Funds are available in the following account for State Fiscal Year 2018 and State Fiscal Year 2019 with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office without approval from the Governor and Executive Council, if needed and justified.

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

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	535-500376	Out of Home Placements	42105852	\$271,261
2019	535-500376	Out of Home Placements	42105852	\$547,018
			Total	\$818,279

Because the Bridges System is used to process and monitor the payments for this agreement, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

EXPLANATION

The purpose of this request is to increase the alternative placement capacity for residential treatment in order to support youth with behavioral challenges and their families.

The Contractor will deliver services to youth, who previously would have received such services at the Sununu Youth Services Center (SYSC). Services will be provided in a manner that supports community-based residential treatment services and include on-site individualized clinical services, access to psychiatry services, milieu treatment that encompasses individual culture, family treatment and integration services, staff ratios that are above the minimal expectations in the rule He-C 6350 and He-C 4001, as well as access to educational services.

Youth receiving services through this model may have previously struggled to complete treatment goals in multiple programs, in both residential treatment settings as well as in-home based programs within their community. The Contractor has demonstrated experience in working with youth who may demonstrate behaviors that are unsafe and may pose a threat to themselves, peers, families and/or the community.

Nashua Children's Home will provide six (6) residential beds for females, four (4) of which are new to the system with two (2) existing certified beds. These services are available to youth who would otherwise not have been able to be served in the community. A second vendor (contract submitted to the Governor and Executive Council separately) will have sixteen (16) residential treatment beds for males, all of which are new to the system. The selected vendors will provide a total of twenty-two (22) residential treatment beds in the community. These services are available to youth who would otherwise not have been able to be served in the community.

Enhanced Placement Capacity services are trauma informed; family driven and youth guided; and will build upon the strengths and needs of both the youth and the family. Services provided will be evidence based and will utilize practices that are adaptive, flexible and address the needs of the population. The Department is hopeful that services will assist youth and their families to overcome mental health, substance misuse and behavioral challenges that may inhibit youth to successfully achieve permanency and transitions to adulthood.

Nashua Children's Home was selected through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' Website from October 6, 2017 through November 9, 2017. In addition, an email announcement of the published RFP was sent to a comprehensive list of child residential and community-based providers across New Hampshire and the United States. A Vendors' Conference was held on October 17, 2017.

The Department received five (5) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals. The Summary Score Sheet is attached.

The Department selected Nashua Children's Home in order to specifically meet the needs of female gender youth. Female youth placed at the residential facility will be in close proximity to their families, allowing the opportunity for families to actively participate in family therapy and other activities to promote well-being and to enhance the opportunities to achieve permanency. The JPPO can actively engage in the youth's treatment through attendance in regular treatment team meetings; having more frequent visits to promote positive behavior and can engage the youth when demonstrating challenging behaviors in the residential treatment setting. The program promotes reunification to family homes. Youth will have more consistent opportunities to practice the skills learned in placement within their homes. The program also offers independent living focused opportunities and provides the ability to connect youth to community based services which promotes transition to less restrictive settings.

As referenced in the Request for Proposals, and in the Exhibit C-1 of this contract, the Department reserves the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, the youth who will no longer be eligible for the Sununu Youth Services Center, based on HB 517, may have inadequate placement options due to the Department's limited residential treatment resources. This may impact the youth, the families, and potentially the communities that the youth are from as the youth may not have services to meet their needs. In addition, it could negatively impact the ability of the Department to meet the needs of the youth.

Area served: Statewide

Source of Funds: 50% Medicaid Federal Funds and 50% General Funds.

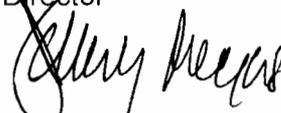
In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Joseph E. Ribsam, Jr.
Director

Approved by:



Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Enhanced Placement and In-Home
Service Capacity Program

RFP Name

RFP-2018-DCYF-10-ENHAN

RFP Number

Bidder Name

1. Mount Prospect Academy (for Residential Services)
2. Mount Prospect Academy (for Community-Based Services)
3. Millcreek Behavioral Health
4. Lakeland Behavioral Health System
5. Nashua Children's Home

Reviewer Names

1. Kathleen Talbot, Program Specialist IV
2. Richard Sarette, Administrator II
3. Brady Serafin, Administrator III
4. Sarah Fox
5. Rebecca Lorden, Administrator III
6. Daniel French, Administrator II
7. Claudia Marchesseault, Administrator I

Pass/Fail	Maximum Points	Actual Points
	575	468
	575	525
	575	392
	575	415
	575	295

Subject: Enhanced Placement Capacity Program (RFP-2018-DCYF-10-ENHAN-02)

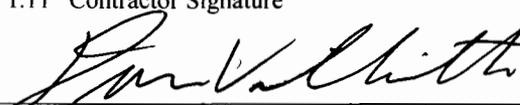
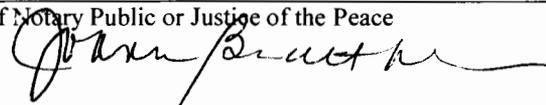
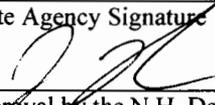
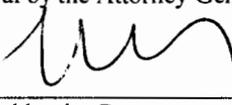
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Nashua Children's Home		1.4 Contractor Address 125 Amherst Street Nashua, NH 03064	
1.5 Contractor Phone Number 603-883-3851	1.6 Account Number 05-95-42-421010-29580000-535-500376	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$818,279
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory DAVID VELLZOTTI EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>12-7-17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		JOANNE BURDETT DION Notary Public - New Hampshire My Commission Expires July 19, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace Joanne Burdett, Notary Public - NH			
1.14 State Agency Signature  Date: <u>12/11/17</u>		1.15 Name and Title of State Agency Signatory Joseph P. Ryan DCYF Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Kelly - Attorney 12/11/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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.

Contractor Initials _____

Date 12/11/11

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.

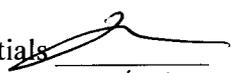
20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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 12/7/17



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. The Contractor shall provide an Enhanced Placement Service Capacity Program to pre-adjudicated and adjudicated delinquent girls between eleven (11) and twenty-one (21) years of age who:
 - 1.2.1. Are ineligible to receive services at the Sununu Youth Services Center (SYSC) because of changes in State law adopted in 2017 Laws Ch. 156.
 - 1.2.2. May have a tendency for high risk behaviors including but not limited to:
 - 1.2.2.1. Significant behavioral challenges,
 - 1.2.2.2. Past assaultive behaviors,
 - 1.2.2.3. Past aggressive behaviors towards staff and other youth,
 - 1.2.2.4. A history of oppositional behaviors,
 - 1.2.2.5. Substance misuse, self-injurious behaviors,
 - 1.2.2.6. Suicidal ideation and gesturing,
 - 1.2.2.7. Fire setting history,
 - 1.2.2.8. Problem sexual behaviors,
 - 1.2.2.9. Mental Health Diagnoses and Habitual absconding behaviors.
 - 1.2.2.10. Non-compliant with treatment, education or other services provided through previous programs both in-home and in residential services.
 - 1.2.2.11. Co-occurring diagnoses with mental health and substance use disorders.
 - 1.2.2.12. Exhibited assaultive or destructive behaviors in previous placements as well as running away and/or defiance.
 - 1.2.2.13. Unmet medical needs that must be immediately addressed.
- 1.3. Programing provided by the Contractor shall incorporate services which must be family driven and youth guided and provided in a manner that builds upon the strengths and needs of the youth and the family.
- 1.4. The Contractor's services shall be adaptive, flexible and address the dynamic needs of the population served and preferably are evidence based or promising practices.



- 1.5. The Contractor shall provide services in a setting that ensures safety and supervision of the population served.
- 1.6. The Contractor's services shall be culturally appropriate and include support for all genders including youth who identify as transgender.
- 1.7. The Contractor's services shall be age and developmentally appropriate and promote positive youth development.
- 1.8. The Contractor shall ensure family support services are provided.
- 1.9. The Contractor shall be in compliance with NH Code He-C 4001, NH Residential Child Care Licensing Rules, as well as all required state and local requirements for licensing, health and safety codes and zoning.
- 1.10. The Contractor shall be in compliance with He-C 6350 and He-C 6420
- 1.11. The Contractor shall provide all services in Section 2, Scope of Work.

2. Scope of Work

2.1. The Contractor shall provide Enhanced Residential Treatment Services to assist youth (girls) and their families in overcoming mental health, substance misuse and other behavioral challenges that may inhibit successful achievement of permanency and transitions from youth to adulthood. Services shall be family-centered and community-based, facilitating the continued membership of youth in their families of origin, offering them activity and employment experiences that will assist their transition to adulthood, and in some instances, prepare them independent living.

2.2. Residential Treatment Services

- 2.2.1. The Contractor shall accept six (6) youth (girls) at its residential treatment facility for adolescent girls located at 86 Concord Street, Nashua, New Hampshire. The six (6) youth beds shall include:
 - 2.2.1.1. Four (4) new beds; and
 - 2.2.1.2. Two (2) repurposed beds from the Contractor's existing Certified Residential Treatment Program.
- 2.2.2. The Contractor shall have the capacity to accept a minimum of three (3) youth (girls) between January 1, 2018 and January 31, 2018.
- 2.2.3. The Contractor shall have the capacity to accept three (3) additional youth (girls) based on appropriate referral and available vacancies.
- 2.2.4. The Contractor shall ensure maximum benefits for the youth girls by individualizing their treatment plan and utilizing tools that will provide comprehensive treatment services.



- 2.2.5. The Contractor shall assure youth are continually supervised unless there has been an express, programmatic decision for them to have independent time.
- 2.2.6. The decision for independent time is made subjectively by Contractor staff under the guidance of an Assistant Residential Director.
- 2.2.7. The Contractor may also increase the level of supervision, given certain behaviors (inappropriate sexual behaviors, absconding theft, etc.). Supervision is increased to the level of Staff Sight, wherein staff eyes are on youth at all times with the exception of when they are in bed during the overnight hours.
- 2.2.8. The Contractor Program Director or his/her designee shall review the status of overnight staff regularly.
- 2.2.9. The Contractor shall provide for youth in crisis, and shall generally support youth through the crisis. Youth exhibiting criminal behavior may be referred to law enforcement.
- 2.2.10. The Contractor shall support youth who have returned from running away. Youth shall be re-introduced to programming, following a period of increased supervision in order to ensure their whereabouts.
- 2.2.11. The Contractor shall partner with other agencies and community providers including, but not limited to:
 - 2.2.11.1. Clinical and psychiatric providers,
 - 2.2.11.2. Public and alternative schools,
 - 2.2.11.3. Community health providers,
 - 2.2.11.4. Local law enforcement agencies, and
 - 2.2.11.5. Local employers.
- 2.2.12. Enhanced Residential Treatment Services include, but is not limited to:
 - 2.2.12.1. Eligibility Process
 - 2.2.12.1.1. The Department determines eligibility for referral to the Enhanced Placement Capacity Program. The Contractor's staff shall determine eligibility for services by the prognosis for success, and will consider the profile of the youth being referred, the present composition of the group in which the youth would be placed and the available resources at the time.
 - 2.2.12.2. Referral Process and Criteria
 - 2.2.12.2.1. The Contractor shall review referrals from the Department immediately.



- 2.2.12.2.2. The Contractor shall receive and review written information from referral as available.
- 2.2.12.2.3. The Contractor shall then schedule an interview for the youth and family, after which time an admissions decision would be conveyed.
- 2.2.12.2.4. In the case of same day admissions, the Contractor shall consider all information available. The referral may be limited to a phone call with the referring JPPO with primary questions around self-harming behavior, physically assaultive behavior, substance use and sexual activity which determines the youth's eligibility.

2.2.12.3. Intake and Admission

- 2.2.12.3.1. The Contractor must provide an intake and admission process which engages the youth and family as available.

2.2.12.4. Clinical Services

- 2.2.12.4.1. The Contractor shall provide clinical services in accordance with He-C 6350 and He-C 6420.

- 2.2.12.4.2. The Contractor shall hire and maintain a full-time or part-time Licensed Alcohol and Drug Counselor (LADC) to provide substance abuse counseling to respective youth as well as consultation to program staff related to the substance abuse issues of respective youth.

- 2.2.12.4.2.1. Should the Contractor be unable to hire a part-time LADC, a consulting LADC will be acceptable.

- 2.2.12.4.3. The Contractor shall diligently promote reunification when consistent with the permanency plan.

- 2.2.12.4.4. The Contractor shall provide individual and family therapy services:

- 2.2.12.4.4.1. The Individual and Family Therapist shall have a Master's Degree in accordance with He-C 6350

- 2.2.12.4.4.2. Should the youth have specific treatment needs which the clinical staff at program are not trained to treat, the Contractor may refer the youth to a clinician who specializes in the treatment the youth requires in consultation with the treatment team.

- 2.2.12.4.4.3. Family therapy may involve varied constellations of the family unit and will be provided Monday through Friday, which is most convenient for the family, with some weekend time being available.



- 2.2.12.4.4.4. Considerations are the relative proximity of the family and their access to transportation.
- 2.2.12.4.4.5. The Contractor shall assist financially with the cost of transportation for families.
- 2.2.12.4.5. On-site Clinical Services include, but is not limited to:
 - 2.2.12.4.5.1. Compiling an initial assessment on all youth and families,
 - 2.2.12.4.5.2. Coordinating a treatment plan and treatment plan meetings in accordance with He-C 6350,
 - 2.2.12.4.5.3. Regularly updating case summaries, and
 - 2.2.12.4.5.4. Representing the agency at court reviews and at various meetings.
- 2.2.12.5. Psychiatric Services
 - 2.2.12.5.1. The Contractor shall arrange for an APRN or a community-based provider for the purpose of:
 - 2.2.12.5.1.1. Assessing;
 - 2.2.12.5.1.2. Prescribing; and
 - 2.2.12.5.1.3. Monitoring the need for psychotropic medications
- 2.2.12.6. Medical Services
 - 2.2.12.6.1. The Contractor shall provide medical services through community based providers in accordance with the youth's health insurance plan.
 - 2.2.12.6.2. The Contractor shall make every effort to work with each youth's General Practitioner regarding medical issues or concerns.
 - 2.2.12.6.3. The Contractor shall make every effort to work with each youth's Dentist regarding dental issues or concerns.
- 2.2.12.7. Vocational/Educational Services
 - 2.2.12.7.1. The Contractor shall provide access to an educational program through:
 - 2.2.12.7.1.1. Nashua Public Schools;
 - 2.2.12.7.1.2. The respective student's home public school;
 - 2.2.12.7.1.3. Local alternative high schools; or
 - 2.2.12.7.1.4. Individualize approaches to learning through hi-set programming.



- 2.2.12.7.2. The Contractor shall provide vocational and independent living services through the Transitional Living Director.
- 2.2.12.7.3. The Transitional Living Director shall provide supportive services to youth.
 - 2.2.12.7.3.1. Supportive services shall be provided to youth based on the youth's appropriateness for such services. Skills training and guidance may include:
 - 2.2.12.7.3.1.1. Access to public transportation;
 - 2.2.12.7.3.1.2. Employment opportunities;
 - 2.2.12.7.3.1.3. Drivers education; and
 - 2.2.12.7.3.1.4. Making appointments for themselves.
- 2.2.12.8. Transportation
 - 2.2.12.8.1. The Contractor shall provide transportation for all program-related appointments and meetings, including but not limited to:
 - 2.2.12.8.1.1. Local medical, dental or behavioral health-related appointments; and
 - 2.2.12.8.1.2. Department-authorized court appearances.
 - 2.2.12.8.2. The Contractor's vehicles shall be properly registered, insured, maintained in good working condition and will be equipped with basic safety equipment including, but not limited to:
 - 2.2.12.8.2.1. Spare tire;
 - 2.2.12.8.2.2. Jack;
 - 2.2.12.8.2.3. First aid kit;
 - 2.2.12.8.2.4. Fire extinguisher; and
 - 2.2.12.8.2.5. Accident insurance packs.
 - 2.2.12.8.2.6. Drivers must be Contractor employees who are at least twenty one (21) years of age and hold a valid New Hampshire Driver's License, have an acceptable driving record and be insured.
 - 2.2.12.8.3. All drivers shall follow the Contractor's safe-driving protocols.



2.2.12.9. Termination of Services

2.2.12.9.1. The Contractor may terminate a youth's services when the safety of the respective youth, other youth, or staff is unable to be assured. This may include is not limited to:

2.2.12.9.1.1. Behaviors such as level of physically aggressive behavior which cannot be safely managed;

2.2.12.9.1.2. Self-harming behavior or substance use which cannot be mitigated via supervision by program staff;

2.2.12.9.1.3. Sexually offending behavior involving other children and youth; or

2.2.12.9.1.4. Absconding episodes whereby the well-being of the absconding youth is jeopardized beyond reasonable and prudent risk.

2.2.12.9.2. The Contractor shall make every effort to terminate services in an orderly way, often by seeking a transition to another service provider at the close of academic marking periods, or the end of an academic year.

2.2.12.9.3. The Contractor will make every effort to offer sufficient notice to the referring agency, to perhaps extend this notice period in the spirit of a positive transition, and to increase levels of supervision during this notice period when the particular circumstances due not permit the termination of services productively.

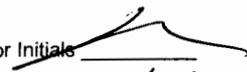
2.2.12.9.4. If a youth leaves the Contractor's program without authorization or approval from staff, the Contractor shall terminate placement only when it has been determined that returning to the program would present a safety issue.

2.2.13. Reporting

2.2.13.1. The Contractor shall submit a report to the Department within thirty (30) days of the contact effective date of information on interventions utilized to support student safety and personal growth including the outcomes of the supporting measures;

2.2.13.2. The Contractor shall submit to the Department a list of Administrator(s) on Duty/TCI reports that youth have been involved in.

2.2.13.3. The Contractor shall submit to the Department monthly progress reports that clearly identify concerns of progress made in treatment, as well as interventions attempted and outcomes.


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2.2.13.4. The Contractor shall develop and submit a Staffing Contingency Plan to the Department within thirty (30) days of the contract effective date that outlines how the Contractor will ensure continuity of services for the youth population served.

2.2.14. Staffing

2.2.14.1. The Contractor shall have a staff ratio of 1:3 for the covered population,

2.2.14.2. The Contractor shall have a full-time or part-time Licensed Alcohol and Drug Counselor (LADC).

2.2.14.2.1. Should the Contractor be unable to hire a part-time LADC, a consulting LADC will be acceptable.

2.2.15. Staff Development Plan

2.2.15.1. The Contractor shall provide ongoing professional development training consistent with He-C 4001 and He-C 6350.

2.2.15.2. The Contractor shall conduct weekly program staff meetings.

2.2.15.3. The Contractor shall provide relevant training opportunities.

2.2.16. Deliverables

2.2.16.1. The Contractor shall submit monthly data points based on the Department's residential treatment database (Excel workbook).

2.2.16.2. The Contractor shall submit monthly restraint and seclusion data and shall provide additional details at the Department's request.

2.2.16.3. The Contractor shall submit additional data points monthly to the Department for approval.

3. Methods of Secure Transmission of Data

3.1. Application Encryption. If User is transmitting DHHS data containing Confidential Data between applications the User attests the applications have been evaluated by a vendor knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

3.2. Computer Disks and Portable Storage Devices. User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3.3. Encrypted Email. User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- 3.4. Encrypted Web Site. If User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 3.5. File Hosting Services, also known as File Sharing Sites. User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 3.6. Ground Mail Service. User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 3.7. Laptops and PDA. If User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 3.8. Open Wireless Networks. User may not transmit Confidential Data via an open network. User may only employ a wireless network when remotely transmitting via a VPN.
- 3.9. Remote User Communication. If User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 3.10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If User is employing an SFTP to transmit Confidential Data, User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 3.11. Wireless Devices. If User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.



Exhibit B

Method and Conditions Precedent to Payment

- 1) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8 of the Form P-37, General Provisions, for the services provided pursuant to Exhibit A, Scope of Services.
 - 1.1. This Contract is funded with:
 - Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) #1701NHFOST and Medicaid
 - Other Funds from local education agency
 - State General Funds
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Services, in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding.
- 2) Payment for said services shall be made subject to the following conditions:
 - 2.1. Payment for six (6) residential beds, per day, per youth, for filled beds only.
 - 2.1.1. The Contractor shall provide a maximum of six (6) beds for the target population.
 - 2.1.2. Reimbursement shall be made on a per youth basis, seven (7) days per week, 365 days per year.
 - 2.1.3. The daily reimbursement rates shall be as follows:
 - 2.1.3.1. Residential for IEP eligible youth, \$249.78 per day;
 - 2.1.3.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor;
 - 2.1.3.3. Residential Non-IEP eligible youth, \$249.78 per day; and
 - 2.1.3.4. Education for Non-IEP eligible youth, \$109.06 per day.
 - 2.2. The Contractor shall submit the Board and Care invoices, provided by the Department, to a Medicaid Fiscal Agent via the Website below:
<https://business.nh.gov/beb/pages/index.aspx>
 - 2.3. An authorized representative of the Contractor must sign requests for payment. Payment requests may be submitted bi-weekly, but at a minimum must be submitted monthly for services specified in Exhibit A, Scope of Services, incurred in the prior month.
 - 2.4. The invoice must include the date, and a brief description in accordance with Exhibit A, Scope of Services.



Exhibit B

- 2.5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors shall keep detailed records of their activities related to DHHS-funded programs and services.
- 2.6. The final invoice shall be due to the State no later than forty (40) days after the contract Completion Date, block 1.7 of the Form P-37 General Provisions.
- 3) Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
- 4) 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.
- 5) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



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 (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 8, Subpart 8.2.3 of the General Provisions of this contract, Event of Default/Remedies, is replaced as follows:
 - 8.2.3 set off against obligations the State may owe to the Contractor under this agreement any damages the State suffers by reason of any Event of Default; and/or
3. 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.
4. The Department reserves the option to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



REVISIONS TO SPECIAL PROVISIONS

1. Paragraph 9 of the Special Provisions of this contract, Audit, is replaced as follows:
 9. **Audit:** Contractor shall submit an annual audit to the Department within 120 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.



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


12/7/17

New Hampshire Department of Health and Human Services
Exhibit D



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

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

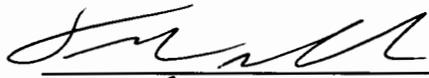
86 Concord St. NASHUA, NH 03064

125 Amherst St NASHUA, NH 03064

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

Contractor Name:

12/7/17
Date


Name: DAVID VELLAZOTTE
Title: EXPLORE ZONE DIRECTOR

Contractor Initials 
Date 12/7/17



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

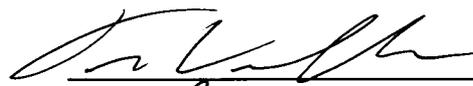
The undersigned certifies, to the best of his or her knowledge and belief, that:

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:

12/7/17
Date


Name: David Vellotte
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 Order 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


Date 12/7/17



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

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

PRIMARY COVERED TRANSACTIONS

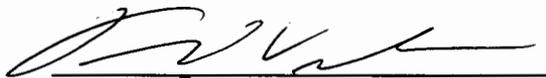
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

12/7/17
Date


Name: DAVID VELLUZZO
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

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:

12/7/17
Date


Name: DAVID VELLUZZO
Title: EXECUTIVE DIRECTOR

Exhibit G

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

Contractor Initials 



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:

12/17/17
Date


Name: DAVID VELLUZZO
Title: EXECUTIVE DIRECTOR

Contractor Initials 
Date 12/17/17



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.

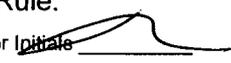
(5) Termination for Cause

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.

3/2014

Contractor Initials 

Date 12/7/17



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.

Department of Health and Human Services The State	<u>NASHUA CHILDREN'S HOME</u> Name of the Contractor
 Signature of Authorized Representative	 Signature of Authorized Representative
<u>Joseph Ribson</u> Name of Authorized Representative	<u>DAVID VELLAZOTTE</u> Name of Authorized Representative
<u>DCYF Director</u> Title of Authorized Representative	<u>EXECUTIVE DIRECTOR</u> Title of Authorized Representative
<u>12/11/17</u> Date	<u>12/7/17</u> Date

Contractor Initials
Date 12/7/17



**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:

12/7/17
Date


Name: DAVID VELLUZZO
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: 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: <u>DAVID VELLZOTTI</u>	Amount: <u>\$129,763</u>
Name: <u>JOANNE BURDETT DEAN</u>	Amount: <u>85,696</u>
Name: <u>LORIE WELSHMAN</u>	Amount: <u>70,709</u>
Name: <u>PAUL WHEELER</u>	Amount: <u>63,654</u>
Name: <u>LEA DEZILLY</u>	Amount: <u>32,648</u>



Exhibit K

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
- 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed



by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

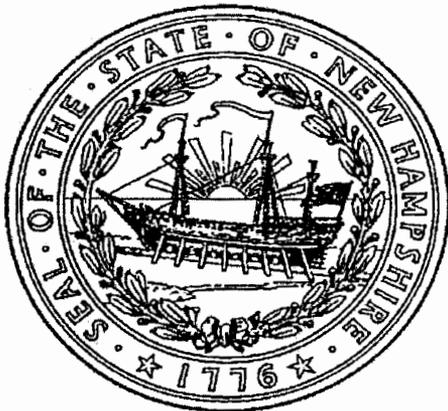
State of New Hampshire

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 registered to transact business in New Hampshire on June 04, 1903. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61867



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of September A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, 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 OCTOBER 27, 2017.
(Date)

RESOLVED: That the EXECUTIVE DIRECTION
(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 8th day of DECEMBER, 2017.
(Date Contract Signed)

4. DAVID VILLOTTI is the duly elected EXECUTIVE DIRECTION
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Tricia L. Albert
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 8th day of Dec., 2017.

By Tricia L. Albert
(Name of Elected Officer of the Agency)

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

NOTARY SEAL

JOANNE BURDETT DION

Notary Public - New Hampshire

Commission Expires: My Commission Expires July 19, 2022

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, 2016

(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, 2016, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of

expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nashua Children's Home as of June 30, 2016, 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 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 8, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015 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 October 31, 2016 on our consideration of Nashua Children's Homes' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Melanson Heath

October 31, 2016

NASHUA CHILDREN'S HOME

Statement of Financial Position

June 30, 2016

(With Comparative Totals as of June 30, 2015)

ASSETS	Unrestricted					2016	2015
	Operating	Board Designated Endowment	Plant	Total	Temporarily Restricted		
Current Assets:							
Cash and cash equivalents	\$ 745,530	\$ -	\$ -	\$ 745,530	\$ 125,050	\$ -	\$ 870,580
Due from State of New Hampshire	6,221	-	-	6,221	-	-	6,221
Accounts receivable	168,557	-	-	168,557	-	-	168,557
Prepaid expenses	10,747	-	-	10,747	-	-	10,747
Deposit	300	-	-	300	-	-	300
Total Current Assets	931,355	-	-	931,355	125,050	-	1,056,405
Investments	-	2,657,856	-	2,657,856	13,059	35,000	2,705,915
Property and Equipment, net	-	-	1,295,834	1,295,834	-	-	1,295,834
Total Assets	\$ 931,355	\$ 2,657,856	\$ 1,295,834	\$ 4,885,045	\$ 138,109	\$ 35,000	\$ 5,058,154
LIABILITIES AND NET ASSETS							
Current Liabilities:							
Accounts payable	\$ 44,831	\$ -	\$ -	\$ 44,831	\$ -	\$ -	\$ 44,831
Accrued payroll and related liabilities	286,641	-	-	286,641	-	-	286,641
Incurred but not yet reported health claims	129,465	-	-	129,465	-	-	129,465
Other liabilities	4,030	-	-	4,030	-	-	4,030
Total Current Liabilities	464,967	-	-	464,967	-	-	464,967
Long Term Liabilities:							
Notes payable - City of Nashua	-	-	755,000	755,000	-	-	755,000
Total Long Term Liabilities	-	-	755,000	755,000	-	-	755,000
Total Liabilities	464,967	-	755,000	1,219,967	-	-	1,219,967
Net Assets	466,388	2,657,856	540,834	3,665,078	138,109	35,000	3,734,543
Total Liabilities and Net Assets	\$ 931,355	\$ 2,657,856	\$ 1,295,834	\$ 4,885,045	\$ 138,109	\$ 35,000	\$ 5,058,154

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, 2016

(With Comparative Totals for the Year Ended June 30, 2015)

	Residential Program	Educational Program	Family Program	Independent Living	Transitional Living	General Management	Fund Raising	2016	2015
Personnel Expense:									
Salary and wages	\$ 1,528,094	\$ 502,131	\$ 14,835	\$ 41,116	\$ 52,406	\$ 478,835	\$ 24,228	\$ 2,641,645	\$ 2,370,691
Employee benefits	406,391	142,980	3,841	11,957	14,856	142,070	5,447	727,542	1,054,787
Payroll taxes	112,659	36,830	1,120	3,128	3,696	35,845	1,307	194,585	178,414
Consulting Fees:									
Audit and other	-	-	-	-	-	14,939	-	14,939	15,825
Other consulting	11,820	15,045	-	-	-	25,287	-	52,152	56,646
Development and Training:									
Journals	-	-	-	-	-	610	-	610	950
In service - residence	-	-	-	-	-	-	-	-	176
Conferences and conventions	-	-	-	-	-	105	-	505	3,378
Other development	980	812	-	-	-	621	-	2,413	5,550
Occupancy Expenses:									
Building and house	-	-	-	-	-	22,299	-	22,299	21,205
Heating	-	-	-	-	-	23,619	-	23,619	39,926
Other utilities	-	-	-	-	-	73,991	-	73,991	61,008
Maintenance and repair	-	-	-	-	-	51,878	-	51,878	106,733
Other occupancy	23,921	34,686	-	6,769	-	-	-	65,376	79,891
Consumable Supplies:									
Office supplies	-	515	-	-	-	17,884	-	18,399	21,234
Educational materials	82,907	9,957	-	-	-	-	-	9,957	8,246
Food	9,536	9,190	-	-	-	-	-	92,097	106,400
Medical expenses	-	-	-	-	-	-	-	9,536	8,832
Other Expenses:									
Equipment maintenance	-	-	-	-	-	21,099	-	21,099	24,947
Advertising	-	-	-	-	-	3,216	-	3,216	4,117
Printing	-	-	-	-	-	-	-	-	23,889
Telephone	-	50	-	-	-	3,716	-	3,766	8,269
Postage	-	-	-	-	-	2,197	-	2,197	9,109
Staff travel	1,746	509	-	-	-	1,310	-	3,565	5,883
Client transportation	13,712	-	-	-	-	-	-	13,712	17,173
Vehicle maintenance	284	-	-	-	-	19,354	-	19,638	16,903
Memberships	-	130	-	-	-	738	-	868	1,028
Other	-	-	-	-	-	-	12,504	12,504	7,381
Assistance to Individuals:									
Clothing - residence	15,334	-	-	-	-	-	-	15,334	18,019
Hygiene - residence	2,371	-	-	-	-	-	-	2,371	2,288
Insurance:									
Comprehensive property liability	-	-	-	-	-	87,547	-	87,547	86,992
Total Expenses	\$ 2,209,755	\$ 753,235	\$ 19,796	\$ 62,970	\$ 70,958	\$ 1,027,160	\$ 43,486	\$ 4,187,360	\$ 4,365,890

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, 2016

(With Comparative Totals for the Year Ended June 30, 2015)

	<u>2016</u>	<u>2015</u>
<u>Cash Flows From Operating Activities:</u>		
Change in net assets	\$ 103,644	\$ (132,693)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	133,895	132,546
Gain on disposal of asset	-	(8,925)
Realized (gains) losses	(72,743)	(102,062)
Unrealized (gains) losses	136,363	108,190
(Increase) Decrease In:		
Due from State of New Hampshire	(744)	4,956
Accounts receivable	151,429	(94,380)
Prepaid expenses	(1,240)	5,715
Increase (Decrease) In:		
Accounts payable	1,494	(15,166)
Accrued payroll and related liabilities	69,806	(39,372)
Incurred but not yet reported health claims	(56,569)	41,499
Other liabilities	1,571	349
	466,906	(99,343)
<u>Cash Flows From Investing Activities:</u>		
Purchase of fixed assets, net	(74,946)	(38,507)
Proceed from sales of investments	637,576	567,072
Purchases of investments	(659,423)	(538,347)
Net Cash Used by Investing Activities	(96,793)	(9,782)
Net Change in Cash and Cash Equivalents	370,113	(109,125)
Cash and Cash Equivalents, Beginning of Year	500,467	609,592
Cash and Cash Equivalents, End of Year	\$ 870,580	\$ 500,467

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 impacts children's lives through three primary service areas:

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

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

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

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

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

2. Summary of Significant Accounting Policies

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2015, from which the summarized information was derived.

Cash and Cash Equivalents

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

Receivables

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. At June 30, 2016, no allowance for doubtful accounts has been recorded, as management believes receivables to be fully collectable.

Endowment Investments

Endowment investments consist of investments purchased with the following resources:

- Donor-restricted permanent endowments, which are contributions restricted by donors to investment in perpetuity with only investment income and appreciation being used to support the Organization's activities.
- Donor-restricted term endowments, which are contributions restricted by donors to investment for the term specified by the donor. During that term, the donor may either require investment income and appreciation to be reinvested in the fund, or may permit the Organization to spend those amounts in accordance with the donor's restrictions on use.
- Board-designated endowments, which are resources set aside by the Board of Directors for an indeterminate period to operate in a manner similar to a donor-restricted permanent endowment. Because

a board-designated endowment results from an internal designation, it can be spent upon action of the Board of Directors.

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

Property and Equipment

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

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

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

Net Assets

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

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

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

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

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

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

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

Revenue and Revenue Recognition

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

Accounting for Contributions

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

Gifts-in-Kind Contributions

The Organization periodically receives contributions in a form other than cash or investments. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional

promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

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

Advertising Costs

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

Functional Allocation of Expenses

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

The costs of program and supporting services 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.

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

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

Income Taxes

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

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

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

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2016, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

Change in Net Assets Before Transfers

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

Estimates

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

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission. Investments are made by diversified investment managers whose performance is monitored by the Board of Directors. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Board of Directors believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

3. Accounts Receivable

Accounts receivable at June 30, 2016 consists of the following items:

Board and care	\$ 128,281
School tuition	38,815
Family program	<u>1,461</u>
Total	<u>\$ 168,557</u>

4. Investments

The following is a summary of investments at June 30, 2016:

U.S. Government bonds	\$ 150,797
Equity securities	890,246
Corporate bonds	245,368
Money market funds	252,396
Exchange-traded funds	264,860
Mutual funds	<u>902,248</u>
Total	<u>\$ 2,705,915</u>

5. Property, Equipment and Depreciation

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

Land and land improvements	\$ 283,005
Buildings and improvements	3,445,008
Furniture, fixtures, and equipment	191,275
Vehicles	<u>205,213</u>
Subtotal	4,124,501
Less: accumulated depreciation	<u>(2,828,667)</u>
Total	<u>\$ 1,295,834</u>

Depreciation expense for the year ended June 30, 2016 totaled \$133,895.

6. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities at June 30, 2016 consist primarily of accrued salaries, compensated absences, and liabilities for health insurance claims.

7. Self Insurance

The Organization self-insures against claims for employee health coverage. The Organization contracts with an insurance carrier for excess liability coverage and an insurance consultant for claims processing. The claims liability represents an estimate of claims incurred but unpaid at year-end, based on past historical costs and claims paid subsequent to year-end.

8. 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, 2016, \$250,000 was available.

9. 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.

10. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at June 30, 2016:

Independent Living Program	\$ 101,312
Summer camp tuition	15,000
Winter boots and coats	10,000
Scholarships	9,471
Christmas gifts	1,806
Kitchen renovations	<u>520</u>
Total	<u>\$ 138,109</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, 2016, permanently restricted net assets totaled \$35,000.

11. 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.

12. Contributions

Contributions totaling \$311,681 received in fiscal year 2016 are comprised of the following:

Unrestricted contributions	\$ 246,481
Restricted for:	
Independent Living Program	56,700
Summer camp tuition	7,500
Horseback riding	<u>1,000</u>
Total	<u>\$ 311,681</u>

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 2016 the Organization contributed \$25,574 to the 403(b) retirement plan.

14. Endowment Funds

Board-designated Endowment

As of June 30, 2016, the Board of Directors had designated \$2,657,856 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 \$50,000 in the current and past several years, which is approximately 2%, while growing the fund if possible. Accordingly, the Organization expects its endowment assets, over time, to produce an average rate of return of approximately 8% annually. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to not expose the fund to unacceptable levels of risk.

Composition of and changes in Board-designated endowment net assets for the year ended June 30, 2016 were as follows:

Board-designated endowment net assets, beginning of year	\$ 2,696,304
Investment gain/(losses)	20,482
Investment expenses	(8,930)
Amounts appropriated for expenditure (transfer to operations)	<u>(50,000)</u>
Board-designated endowment net assets, end of year	<u>\$ 2,657,856</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, 2016 is as follows:

	Board Designated (Unrestricted)	Temporarily Restricted	Permanently Restricted	Total Endowment Net Assets
Donor-restricted endowment funds	\$ -	\$ 13,059	\$ 35,000	\$ 48,059
Board-designated endowment funds	<u>2,657,856</u>	<u>-</u>	<u>-</u>	<u>2,657,856</u>
Total funds	<u>\$ 2,657,856</u>	<u>\$ 13,059</u>	<u>\$ 35,000</u>	<u>\$ 2,705,915</u>

Changes in endowment net assets as of June 30, 2016 are as follows:

	Board Designated <u>(Unrestricted)</u>	Temporarily Restricted	Permanently Restricted	Total Endowment Net Assets
Endowment net assets, beginning of year	\$ 2,696,304	\$ 165,479	\$ 35,000	\$ 2,896,783
Contributions	-	65,200	-	65,200
Investment income	84,102	-	-	84,102
Realized gain (loss)	72,743	-	-	72,743
Unrealized gain (loss)	(136,363)	-	-	(136,363)
Investment fees	(8,930)	-	-	(8,930)
Amounts appropriated for expenditure	-	(92,570)	-	(92,570)
Transfer to operations	<u>(50,000)</u>	<u>-</u>	<u>-</u>	<u>(50,000)</u>
Endowment net assets, end of year	2,657,856	138,109	35,000	2,830,965
Less:				
Cash and cash equivalents	<u>-</u>	<u>125,050</u>	<u>-</u>	<u>125,050</u>
Investment portion of endowment net assets	<u>\$ 2,657,856</u>	<u>\$ 13,059</u>	<u>\$ 35,000</u>	<u>\$ 2,705,915</u>

15. 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	\$ 2,705,915	\$ 2,705,915	\$ 2,705,915	\$ -	\$ -
Total assets	\$ 2,705,915	\$ 2,705,915	\$ 2,705,915	\$ -	\$ -
Notes payable	\$ 755,000	\$ 755,000	\$ -	\$ -	\$ 755,000
Total liabilities	\$ 755,000	\$ 755,000	\$ -	\$ -	\$ 755,000

	<u>Fair Value Measurements Using Significant Unobservable Inputs Level 3</u> <u>Notes Payable</u>
Beginning Balance, July 1, 2015	\$ 755,000
Advances	-
Reductions	-
Transfers in to Level 3	-
Ending Balance, June 30, 2016	<u>\$ 755,000</u>

16. Concentration of Risk

The Organization received 62% of its revenue from the State of New Hampshire related to board and care services.

17. Subsequent Events

Subsequent events have been evaluated through October 31, 2016, the date the financial statements were available to be issued.

18. Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying consolidated financial statements to maintain consistency between periods presented. Prior year balances were also reclassified to properly record endowment funds within unrestricted net assets.

**BOARD OF DIRECTORS
NASHUA CHILDREN'S HOME
2017-2018**

<p>Jonathan H. Dowst (w) 603-647-7697 jonathan.h.dowst@bankofamerica.com LRP Committee Banker 2000</p>	<p>Atty. Tricia L. Albert (w) 603-327-0612 PRESIDENT talbert@medplastgroup.com LRP Committee Attorney 2000</p>	<p>Diane L. Bourque TREASURER Treasurer 2010</p>
<p>Bill Dwyer Bdwyer@alldaypowerplay.net State Treasurer 2008</p>	<p>Patrick Murphy LRP Committee Publisher 1998</p>	<p>Kathleen Martin Administration 2005</p>
<p>Atty. Peter Tamposi (w) 603-204-5513 x202 Peter@TheTamposiLawGroup.com Attorney 1999</p>	<p>Bob Black Sales 2008</p>	
<p>Jonelle Rexenes (w) 603-594-8585 X3211 Printing 2008</p>	<p>Sherrie Palmieri (w) 603-314-7870 Direct SECRETARY s.palmieri@snhu.edu Associate Dean for Nursing&Health Partnerships Dept of Nursing & Health Professions, COCE 2008 SNHU</p>	

DAVID VILLIOTTI

Work: 603/883-3851

Cell: 603/533-2301

dvilliotti@nashuachildrenshome.org

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

Guardian ad Litem Board, appointed by Governor, Concord, NH (2012-Present)

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.

Business
Manager

W-205A 206
Lora [redacted]

WORK EXPERIENCE:

1982 to Present

Mashua Housing Authority, 100 State Street, Section 8A 02800

Program Director

Responsible for the administration of the Adult Day Service Program. Oversee direct responsibility to serving goals of care. Coordinate human service delivery system for clients. Budget preparation. Fundraising and public relations.

Director of Management and Compliance

Responsible for the Mashua Housing Department. Review current and Federal regulations and give reports with the US Department of Housing and Urban Development. Supervise and evaluate a nine person staff in an office of 17. Handle all legal matters dealing with occupancy including lease enforcement, court open form disbursements. Handle conflict resolution for HUD units of housing. Negotiate with local landlords. Court appearances when necessary.

Director of Finance

Responsible to manage Finance Department and supervise personnel. Accounts payable/receivable, purchasing, payroll, taxes, computer operations, employee benefits. Active participant in the writing and implementation of five year management plan. Set as Executive Director when called upon.

Systems Administrator

Responsible to oversee the operation of the VMS 3010 and VMS 3020 computer system including hardware and software, payroll, property management billing, landlord payments, staff training, report generation, computer databases, and monthly reconciliations.

Bookkeeper/Secretary

Responsible for computerized accounts payable/receivable, general ledger, billing. Handle mortgages for Bureau Department. Office correspondence, typing, and filing.

1980 to 1982

Mashua Corporation, 100 State Street, Section 8A 02800

General Production Division: **Sales Correspondent**
Mashua Division: **Learning Instruction Clerk**

PERMITS

Lee Gordin
Page Two

EDUCATION: UNIVERSITY OF NEW HAMPSHIRE
BASSETT COLLEGE, 1960

SPECIALIZED TRAINING:

Banking Publishing on PC, Information Technology Assistance
Program, Concord, NH May-July 1992
ONE DAY/ONE WEEK TRAINING FOR FEDERAL AUDITING PROCEDURES:
State of New Hampshire, April 1990
Digital Equipment Corporation, ST Training, September 1991
Online Writing for Nonprofits, Concord NH, 1991
ADMINISTRATIVE STANDARDS AND MODIFICATIONS, WALTHAM-NEWTON 1990
CPA and FINANCIAL, FEDERAL RESERVE, August 1988
Management and Planning and Improvement System, October 1988
Session 8 Vendor Training, Washington DC, 1988
SAHNO, Certified Public Housing Manager, Worcester MA, 1986
COMMUNITY DEVELOPMENT ADMINISTRATION, BOSTON MA, 1986
Housing Management Skills, Manchester NH, April 1986
Writing Skills, Boston MA, February 1985
COMMUNITY MANAGEMENT, NEW HAMPSHIRE, Bedford NH, 1984

AFFILIATIONS:

Honorary Member, State of New Hampshire
Member, National Association of Housing and Redevelopment Officials
Treasurer, NH 4010, Local Providers Association
President, Hillsboro County Elderly Abuse/Neglect Task Force
Member, Health Inter Agency Council
Advisory Committee Member, Alvirne Vocational-Technical Center
Worked with State of NH to establish First Emergency Shelter for
Elderly in Nashua

(+)

Handwritten notes: *Handwritten notes*, *3/27/99*, *5/27/99*

Handwritten notes: *Start week of 2 to the 1998*

Handwritten notes: *Residential*, *Director*

PAUL S. WHEELER

[Redacted address block]

Handwritten notes: *W/State*, *A*

Objective To obtain a position in the law environment, at a state or federal level. Broad interest in the helping professions.

Education University of New Hampshire, Durham, NH. May 1998
B.A., Political Science - concentration on law and government
Sociology Minor
Justice Studies Minor
G.P.A. 3.1

Relevant Courses Civil Rights and Liberties
Politics of Crime and Justice
Sociology of the Family
Criminology
Urban and Metropolitan Politics

Related Experience New Hampshire Boys State 1993

Interned with New Hampshire Department of Corrections
Probation/Parole, Portsmouth, Winter/Spring 1998
- Supervised offenders placed on probation
- Developed treatment plans
- Interacted with prosecution and defense attorneys
- Assisted in report writing

Participant in Portsmouth Region Domestic Violence Council
- Assisted in compiling domestic violence surveys for state database
- Roundtable discussion with Portsmouth Police Dept., community diversion programs, domestic violence shelters, psychologists, and District Court judges

Other Employment Final Production, Precision Assembly Company, Charlestown NH, 03603. 1994-present, part-time

Sales Associate, Ames Department Store, Walpole NH, 03609. 1992-1994, part-time

Computer Skills Knowledge of IBM and Macintosh Systems, Netscape

Handwritten notes: *Week of 2/27/99*

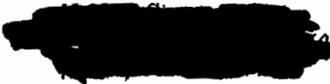
References available upon request

RESUMES

Transitional Living Director
200
Tuesday
B.M.C.

LEA REZILY

Ms. Lisa Legare



EDUCATION & TRAINING-

UMASS LOWELL
LOWELL, MASSACHUSETTS GRADUATE JUNE 1998
B.S. CRIMINAL JUSTICE

HESSEY COLLEGE
NASHUA, NEW HAMPSHIRE GRADUATED MAY 1993
ASSOCIATES CRIMINAL JUSTICE

BEDFORD VA HOSPITAL
COMPUTER SERVICE APRIL 1989- APRIL 1993
WANG WPI & ADVANCED WP. INTRO. TO FIRST CHOICE
WORD PERFECT 5.1. MICROSOFT WORKS, MACINTOSH

WORK EXPERIENCE

AUGUST 1997-PRESENT TRIANGLE CREDIT UNION NASHUA, NH
FULL TIME TELLER. RESPONSIBILITIES INCLUDED: PROCESS MONETARY TRANSACTIONS
SUCH AS DEPOSITS, WITHDRAWALS, CAR & MORTGAGE PAYMENTS, ETC. VERIFY CASH
IN TAKE, BALANCE RECEIPTS AS WELL AS OCCASIONAL BALANCING THE ATM. ANSWER
TELEPHONES, FILING AND INTERACTING WITH THE PUBLIC ON A PROFESSIONAL BASIS.

JUNE 1995-AUGUST 1997 PIZZERIA UNOS NASHUA, NH
WAITRESS PART TIME. RESPONSIBILITIES INCLUDED: PREPARATION OF FOOD, SERVING
THE PUBLIC IN A PROFESSIONAL & POLITE MANNER, BALANCING CASH IN-TAKE AS WELL
AS TOTALING AT THE END OF THE DAY.

JANUARY 1996-JUNE 1996 UMass LOWELL ADMISSIONS LOWELL, MA
PART TIME TEMPORARY CLERK. DUTIES INCLUDE: ANSWERING TELEPHONES, INPUTTING
COLLEGE APPLICATIONS INTO THE UNIVERSITYS COMPUTER SYSTEM. PRODUCING
LETTERS OF REQUEST FOR INFORMATION FOR INCOMING STUDENTS. WORKED WITH
OTHERS IN A TIMELY MANNER TO PRODUCE MASS MAILINGS FOR DISTRIBUTION.

JULY 1995- JANUARY 1996 UMass LOWELL FINANCIAL AID LOWELL, MA
FULL TIME/PART TIME CLERK. DUTIES INCLUDE: ANSWERING TELEPHONES, ASSISTING
STUDENTS AND PARENTS WITH A VARIETY OF FINANCIAL AID QUESTIONS VIA
COMPUTER SYSTEM. OPENING AND DISTRIBUTING MAIL. ASSISTING WITH THE
PREPARATION OF LETTERS FOR MASS MAILINGS. COMPLETED THE TIME SHEETS FROM
OTHER DEPARTMENTS. ORGANIZING FILES AND UPDATING RECORDS.

JULY 1993 - SEPTEMBER 1994 A.G. EDWARDS & SONS NASHUA, NH
FULL TIME RECEPTIONIST. DUTIES INCLUDE: ANSWERING TELEPHONE SWITCHBOARD,
PREPARING PROPOSALS FOR INVESTMENT BROKERS, OPEN & DISTRIBUTED INCOMING
MAIL. ORGANIZED LITERATURE FOR MASS MAILINGS TO CLIENTS. RESPONSIBLE FOR
DELIVERY OF BANK DEPOSIT. FILED A VARIETY OF PERIODICALS FOR INVESTMENT
BROKERS & THEIR ASSISTANCE. WEEKLY BACK UP OF THE WORD PROCESSING SYSTEM.

UNIVERSITY OF MASSACHUSETTS
& PERMITS

APRIL 1989 - APRIL 1991 **BENJAMIN VA HOSPITAL** **REDFORD, MA**
 FOUR YEARS FULL TIME SECRETARY TO ASSISTANT CHIEF, ENGINEERING SERVICE.
 RESPONSIBILITIES INCLUDED: ASSIST IN THE PREPARATION OF RESPONSES FOR
 CORRESPONDENCE USING PROPER FORMAT AND GRAMMAR. COVERAGE IN THE
 ABSENCE OF THE PROGRAM ASSISTANT TO THE CHIEF OF ENGINEERING SERVICE.
 CLERICAL SUPPORT TO ASSET WITH REPORTS FOR CENTRAL OFFICE AS REQUIRED.
 ACTIVE PARTICIPANT OF STAFF & COMMITTEE MEETINGS AND DOCUMENT MINUTES AS
 NECESSARY. MAINTAINS STAFF PERSONNEL, TRAINING RECORDS, DOCUMENTS AND
 BUSINESS CORRESPONDENCE.

JULY 1989 - APRIL 1989 **STRATFORD NATIONAL BANK** **DOVER, NH**
 FULL TIME TELLER FOR BRANCH BANK. RESPONSIBILITIES INCLUDED: VERIFIED
 INFORMATION PRIOR TO PROCESSING TRANSACTIONS SUCH AS CASH, DEPOSITS,
 BALANCE RECEIPTS, SAVINGS ACCOUNTS, ETC. PREPARED SAVINGS BONDS, MONEY
 ORDERS AND CASHIER CHECKS AS REQUESTED. MAINTAINED INVENTORY OF EXCESSIVE
 CASH IN VOLTS. INTERACTED WITH PUBLIC COMMUNITY IN A PROFESSIONAL MANNER.

JUNE 1986 - AUGUST 1987 **LEXINGTON SAVINGS BANK** **LEXINGTON, MA**
 FULL TIME CLERK. RESPONSIBILITIES INCLUDED: RESPONDED TO REQUEST FROM
 CUSTOMERS THROUGH TELEPHONE COMMUNICATION REGARDING ACCOUNTS WITH THE
 USE OF COMPUTER DATABASE SYSTEMS. REVIEWED AND VERIFIED CUSTOMER
 ACCOUNTS WITH THE USE OF MICROFILM FILM. BALANCED THE BANKS LEDGERS
 SHORT TERM BY WORKING WITH ACCOUNTS RECEIVABLE AND ACCOUNTS PAYABLE.
 ASSISTED IN RESTOCK OF AUTOMATIC TELLER MACHINE, INTEROFFICE SWITCHBOARD
 EXPERIENCE.

ADDITIONAL INFORMATION

- *VOLUNTEERED FOR THE LOWELL POLICE DEPARTMENT, NARCOTIC UNIT, PREPARING
 CONFIDENTIAL DATA FOR COMPUTER SYSTEM. 2-4 MONTHS
- *VOLUNTEERED AT THE SALEM NEW HAMPSHIRE POLICE DEPARTMENT KEYING
 INFORMATION FROM INVOICES INTO COMPUTER SYSTEMS. 2-4 MONTHS
- *VOLUNTEERED AT THE NASHUA SENIOR CENTER DOING MISC. ASSIGNMENTS FOR THE
 ELDERLY. 2-4 MONTHS
- *VOLUNTEERED FOR C.A.S.A. (COURT APPOINTED SPECIAL ADVOCATE) PROGRAM IN
 MANCHESTER, N.H. THIS INVOLVED FORTY HOURS OF CLASSROOM TRAINING. 1 YEAR
- *CURRENTLY WORKING WITH THE YOUTH OF NASHUA IN AN ORGANIZATION REFERRED
 TO AS B.O.L.D. (BUILDING OUR LIVES DRUG-FREE) 2 YEARS PLUS.

INTERESTS: SOFTBALL, BIKE RIDING, HIKING, SKIING, MUSIC. WORKING WITHIN MY
 COMMUNITY, WORKING WITH YOUTH

REFERENCES

William Miller II
 Northampton VA Hospital, Engineering
 W:413-582-3040

Relationship
 Professional

Sue Haas
 B.O.L.D. of Nashua, Founder
 Elm Street School, Guidance Dept.
 W:603-594-4322

Relationship
 Professional/Personal

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
DAVID VELLITOTZ	EXECUTIVE DIRECTOR	129,763	9.46	12,276
JOANNE BUNDETTI DEAN	EDUCATIONAL DIRECTOR	85,696	0	0
LOAZ WELSHUR	BUSINESS MANAGER	79,709	9.46	7,638 8,107
PAUL WHEELER	RESIDENTIAL DIRECTOR	63,654	12	7,638
LOA REILLY	TRANS. LEARNING DIRECTOR	52,648	0	0