



Programs & Services Committee Agenda

City of Newton In City Council

Wednesday, January 9, 2019

7:00PM
Room 211

Items Scheduled for Discussion:

- #605-18** **Appointment of Julie Irish to the Council on Aging**
HER HONOR THE MAYOR appointing JULIE IRISH, 8 Columbia Avenue, Newton Upper Falls, as a member of the COUNCIL ON AGING for a term to expire January 1, 2022. (60 days: 2/1/19)
- #15-19** **Appointment of Melissa Sommer to the Parks & Recreation Commission**
HER HONOR THE MAYOR appointing MELISSA SOMMER, 440 Wolcott Street, Auburndale, as a member of the PARKS & RECREATION COMMISSION for a term to expire January 15, 2022. (60 days: 03/08/19)
- #635-18** **Appointment of Patricia Kerwin Derrick to the Parks and Recreation Commission**
HER HONOR THE MAYOR appointing PATRICIA KERWIN DERRICK, 197 Spiers Road, Newton Centre, as the Ward 8 member of the PARKS AND RECREATION COMMISSION to complete Donald Fishman's term, which ends on February 25, 2019 (60 days: 02/15/19)
- #636-18** **Re-appointment of Patricia Kerwin Derrick to the Parks & Recreation Commission**
HER HONOR THE MAYOR re-appointing PATRICIA KERWIN DERRICK, 197 Spiers Road, Newton Centre, as the Ward 8 member of the PARKS AND RECREATION COMMISSION for a term to expire February 25, 2022. (60 days: 02/15/19)
- #634-18** **Re-appointment of Sam Figler to the Parks and Recreation Commission**
HER HONOR THE MAYOR re-appointing SAM FIGLER, 63 Sumner Street, Newton Centre, as an alternate member of the PARKS AND RECREATION COMMISSION for a term to expire October 31, 2021. (60 days: 02/15/19)

The location of this meeting is accessible and reasonable accommodations will be provided to persons with disabilities who require assistance. If you need a reasonable accommodation, please contact the City of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. The city's TTY/TDD direct line is: 617-796-1089. For the Telecommunications Relay Service (TRS), please dial 711.

- #573-18** **Re-appointment of Matthew Stafford to Health & Human Serv Advisory Council**
HER HONOR THE MAYOR reappointing MATTHEW STAFFORD, 100 Cragmore road, Newton Upper Falls, as a member of the HEALTH AND HUMAN SERVICES ADVISORY COUNCIL for a term to expire January 1, 2022 (60 days: 01/18/19)
- #574-18** **Re-appointment of Asa Fanelli to Health and Human Services Advisory Council**
HER HONOR THE MAYOR reappointing ASA FANELLI, 8 Kerry Court, West Newton, as a member of the HEALTH AND HUMAN SERVICES ADVISORY COUNCIL for a term to expire January 1, 2022 (60 days: 01/18/19)
- #575-18** **Re-appointment of Lisa Terrizzi to Health and Human Services Advisory Council**
HER HONOR THE MAYOR reappointing LISA TERRIZI, 63 Ridge Avenue, Newton Centre, as a member of the HEALTH AND HUMAN SERVICES ADVISORY COUNCIL for a term to expire January 1, 2022 (60 days: 01/18/19)
- #633-18** **Re-appointment of Dina Conlin to the Licensing Board**
HER HONOR THE MAYOR re-appointing DINA CONLIN, 46 Shornecliffe Road, Newton, as a member of the LICENSING BOARD for a term to expire June 5, 2023. (60 days 02/15/19)

Referred to Programs & Services, Public Facilities and Finance Committees

- #34-19** HER HONOR THE MAYOR requesting authorization to accept and expend one hundred thousand dollars (\$100,000) from the State Fiscal Year 2019 Legislative Earmark Funds to be used to conduct a feasibility study on the renovation, expansion and new construction of the Newton Senior Center.

Referred to Programs & Services and Finance Committees

- #588-18** **Amendment to increase income eligibility for clause 41A tax deferral program**
HER HONOR THE MAYOR requesting an amendment to Section 27-10 of the city of Newton Revised Ordinance to increase the maximum qualifying gross receipts amount for the purposes of the Tax Deferral Program from \$60,000 to \$72,000 for the fiscal year beginning July 1, 2018 and for all subsequent years.

Respectfully Submitted,

John B. Rice, Chair



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Office of the Mayor

#605-18
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(617) 796-1100
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(617) 796-1089
Email
rfuller@newtonma.gov

November 14, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

To the Honorable City Councilors:

I am pleased to appoint Julie Irish of 8 Columbia Avenue, Newton as a member of the Council on Aging. Her term of office shall expire on January 1, 2022 and her appointment is subject to your confirmation. Ms. Irish is currently serving as a member of the Council on Aging Advisory Board from May 5, 2018.

Thank you for your attention to this matter.

Warmly,

Ruthanne Fuller
Mayor

RECEIVED
Newton City Clerk
2018 NOV 26 AM 10:49
DAVID A. OLSON, CMC
NEWTON, MA 02459

JULIE T. IRISH, PHD

PROFESSIONAL EXPERIENCE

Co-Founder, Chief Research Officer, *Sagacity First*, Boston, MA 2012-present

- Co-founder of women-owned and operated consulting business specializing in research strategy, survey design, and qualitative research.
- Responsible for business development, marketing and sales, and all aspects of business operations.
- Primary research resource for local start-ups seeking expert review of research goals, design, and study implementation.
- Performed both established and innovative qualitative research methods resulting in meaningful and actionable insights.
- Strong focus on client satisfaction, loyalty, and client-centric culture of communication and collaboration.

Director, Office of Education Research, *Beth Israel Deaconess Medical Center (BIDMC)*, Boston, MA 2007-2011

- Responsible for establishing the Office of Education Research at BIDMC, and enhancing BIDMC's leadership role in medical education, nationally. Provided leadership and consultative services to BIDMC faculty and staff in program development, formal and informal training in research methods, and assistance in application for educational research grants.
- Served as the education researcher for the Harvard Medical School, comprising ten projects covering the continuum of medical education (students, residents, and practicing physicians). Consulted with faculty on the design and development of appropriate infrastructures to evaluate learners. Developed appropriate methodologies evaluation; performed qualitative and quantitative data analyses.
- Principal Investigator on a project to investigate the impact of a communication training and simulation program on medical residents' ability to lead effective family meetings in the intensive care unit.
- Collaborated with Graduate Medical Education (GME) Office leadership and over thirty residency program directors in developing tools to assess the educational progress of residents, and the quality of applicants recruited for residency and fellowship training. Conducted focus groups, interviews, designed and conducted surveys, and performed data analysis.

Research Scientist/Assistant Professor, *Tufts Medical Center/Tufts University School of Medicine*, Boston, MA 2002-2007

- Principal Investigator on National Institute of Aging funded study examining the role of doctor-patient communication in disparities in the diagnosis and treatment of depression and coronary artery disease in older patients.
- Principal Investigator on privately funded study measuring the impact of a communication training intervention on the quality of care delivered to primary care patients.
- Co-Investigator on several health services projects related to the primary care experience of older adults and their ability to pay for prescription drugs. Involved in project planning and survey development. Performed analyses and assisted with report writing and manuscripts.
- Co-Investigator on two mental health services projects investigating the role of depression in the workplace and the effectiveness of a pharmacist intervention in the outcomes of depression treatment in primary care. Performed analyses and assisted with report writing and manuscripts.

Irish, JT

Research Scientist, American Institutes for Research, Concord, MA 2001-2002

- Provided technical assistance to project teams on experimental design and analysis. Developed and wrote proposals and implemented project plans. Led internal development projects and externally funded basic research projects.

Consultant, The American Board of Internal Medicine, Philadelphia, PA 2001-2002, 2009-2011

- Reviewed recertification materials, developed standardized debriefing interview protocols, and conducted cognitive 'think-aloud' interviews with both physician and patient participants to test questionnaire items and online formats. Analyzed qualitative data, developed detailed reports of findings, and offered recommendations for revision.

Survey Scientist, The Picker Institute, Boston, MA 1999-2001

- Developed survey instruments using techniques of questionnaire design and evaluation, and performed statistical analyses. Provided technical assistance to project teams on survey sampling, design and analysis. Developed and wrote proposals and implemented project plans. Led internal development projects and externally funded projects.
- Lead Scientist on project to develop survey instruments to assess the quality of care for individuals with Alzheimer's and other forms of dementia. Responsible for the development and design of survey questions, administration of pilot study, qualitative analysis, and report writing.
- Investigator on collaborative project to test report formats for presenting disenrollment information to Medicare consumers as a way to assist beneficiaries in their decision-making about health plans. Involved in development of study protocol, data analysis, and report writing.

Research Scientist, New England Research Institutes, Watertown, MA, 1996-1999

- Project Director for National Institutes on Aging funded experimental study of physicians' and medical students' clinical decision making behavior with older patients. Responsible for managing all aspects of the project.
- Project Director for National Institutes on Aging funded development of multimedia medical educational materials designed to improve the physician-older patient interaction. Responsible for product's scientific and design direction.
- Facilitated focus groups of physicians, medical students and patients to evaluate prototypes of interactive clinical tools and educational materials.
- Collaborated with physicians and health services researchers in writing over a dozen grant applications to the National Institutes of Health and other funding agencies.

Postdoctoral Associate, Department of Psychiatry, Yale University School of Medicine, New Haven, CT, 1994-1996

- Project Director for National Institutes on Mental Health funded statewide intervention study to determine the impact of participation in support groups for women responsible for the care of both children and an older adult. Managed all aspects of the project, including hiring, training and supervising staff, overseeing subject recruitment, training support group facilitators, assuring the quality of data collection, performing statistical analysis, and report writing.

EDUCATION**Ph.D. Experimental Social Psychology**, Northeastern University, Boston, MA**M.A. Experimental Psychology**, Northeastern University, Boston, MA**B.S. Health Psychology** (with High Honors), Massachusetts College of Pharmacy and Health Sciences, Boston, MA



Application Form

Profile

Julie _____ T _____ Irish _____
First Name Middle Initial Last Name

Email Address

8 Columbia Avenue _____
Home Address Suite or Apt

NEWTON _____ MA _____ 02464 _____
City State Postal Code

What Ward do you live in?

Ward 5

Primary Phone Alternate Phone

Sagacity First _____ Co-Founder/Chief Research Officer _____
Employer Job Title

Which Boards would you like to apply for?

Council on Aging Advisory Board: Appointed

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I have spent much of my professional career conducting research in various aspects of aging (e.g., NIA-funded project examining communication between older adults and their physicians, evaluating an intervention study for family caregivers, conducting focus groups with both CNAs and residents with dementia to aid in the development of a satisfaction survey, etc). Personally, I am involved in the care of several family members who range in age from 85-93 and see the challenges they encounter, but also see the many contributions they make to both our family and their various communities.

[Julie T. Irish - Resume.pdf](#)
Upload a Resume



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Office of the Mayor

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Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

December 14, 2018

RECEIVED
NEWTON CITY CLERK
2018 DEC 21 AM 9:16
David A. Olson, Clerk
Newton, MA 02459

To the Honorable City Councilors:

I am pleased to appoint Melissa Sommer of 440 Wolcott Street, Auburndale as the Ward 4 member of the Parks and Recreation Commission. Her term of office shall expire on January 15, 2022 and her appointment is subject to your confirmation.

Thank you for your attention to this matter.

Warmly,

Ruthanne Fuller
Mayor

MELISSA A. SOMMER, CFA, CPA

440 Wolcott Street
Auburndale, MA 02466

PROFILE

Senior executive and investment professional with strong track record across different investment strategies and product areas. Advanced skills and experience in portfolio analytics, credit analysis, trading, technology and client service.

EXPERIENCE

2014 to 2018

First Financial Trust, Wellesley, MA***President & Chief Executive Officer***

- Responsible for overall vision and investment strategy of a national chartered trust company with \$480 million under management across 800+ relationships.
- Increased net operating margin from 8% to 18% over four years.
- Resolved issues from prior audits with the Office of the Comptroller of the Currency.
- Set up policies and procedures that documented regulatory compliance.
- Manage a staff of 14 employees across the investment, trust and administrative disciplines.
- Lead all negotiations vendors for a new trust management system.
- Successfully converted to a new cloud-based system, Cheetah – the first users in New England.
- Created a new marketing strategy and oversaw the launch of a new website.

2012 to 2014

The de Burlo Group, Boston, MA***Senior Portfolio Manager***

- Co-managed over \$500 million for pension funds and high net worth individuals.
- Upgraded technologies and procedures to increase efficiencies and reduce risk.

2000 to 2012

Bank of America, Boston, MA***US Trust – Senior Portfolio Manager (2006 to 2012)***

- Managed over \$500 million across 80 relationships and varying investment strategies.
- Provided fixed income analysis and additional quantitative support to the team.
- Assisted in many new business presentations across all investment classes.

Columbia Management Group - Portfolio Manager (2000 – 2003)

- Managed 16 fixed income portfolios within the \$4 billion active duration strategy.
- Responsible for all credit decisions for product area.
- Participated in asset strategy meetings for sector rotation and duration positioning.
- Conducted new business proposals and client portfolio reviews.

2004 to 2005

Mellon Private Wealth Management, Boston, MA***Portfolio Manager/Trader***

- Managed 12 fixed income portfolios within the credit product strategy.
- Responsible for all credit decisions for taxable strategies across 250 separate accounts.
- Coordinated credit trading for all Private Wealth Management accounts.

1996 to 2000

State Street Global Advisors, Boston, MA***Portfolio Manager***

- Managed 11 fixed income portfolios within both the enhanced index and passive index strategies. Two portfolios were the best performing funds at SSGA for 1998.
- Responsible for credit decisions in the telecommunications, technology and media sectors.
- Recommendations for sector and security selection provided enhanced performance for the group.

1991 to 1996

Salomon Brothers Inc

Senior Fixed Income Research Analyst, New York, NY and Boston, MA

- Provided quantitative support for transactions in the mortgage, corporate and government sectors.
- Assisted clients with restructuring, optimizing and analyzing their portfolios.
- Trained Salomon Brothers' trading and sales force and their clients on the Yield Book.
- Prepared tracking and profile reports enabling clients to better analyze their risk exposure.

1986 to 1990

Coopers & Lybrand, Chicago, IL

Audit Supervisor

- Coordinated the planning, review and supervision of audits in the financial services industry.
- Assisted in teaching course in commodities and securities.

EDUCATION

University of Notre Dame Graduate School of Business

M.B.A., Concentration in Finance, 1991

University of Notre Dame

B.B.A., Accounting and English, 1986

OTHER

Member: CFA Institute, Boston Security Analysts Society, Women in ETFs and AICPA; University of Notre Dame Monogram Club - Regional Representative; Former Board Member – University of Notre Dame Mendoza School of Business Advisory Board, Newton West Little League and the Burr Community Afterschool Program



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Office of the Mayor

#635-18, #636-18

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rfuller@newtonma.gov

December 7, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

To the Honorable City Councilors:

I am pleased to appoint Patricia Kerwin Derrick of 197 Spiers Road, Newton as the Ward 8 member of the Parks and Recreation Commission. Her term of office shall expire on February 25, 2022 and her appointment is subject to your confirmation. Ms. Kerwin Derrick will complete Donald Fishman's term which ends on February 25, 2019. Ms. Kerwin Derrick will then begin to serve a new term ending February 25, 2022.

Thank you for your attention to this matter.

Warmly,

Ruthanne Fuller
Mayor

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Newton City Clerk
2018 DEC -7 AM 10:59
DAVID A. OLSON, CMO
Newton, MA 02459

Patricia L. Kerwin Derrick
197 Spiers Road
Newton, MA 02459

PROFESSIONAL EXPERIENCE

- 10/2013 – Present
Newton Wellesley Hospital
Newton, MA
Psychiatric Triage Clinician
- Provide face to face evaluations of individuals in crisis in emergency room setting
 - Collaborate with family, providers and insurers during and in support of the evaluation/disposition process
 - Make referrals to collaterals and communicate with outside agencies
- 4/2013 – Present
Boston Health Care
Walpole, MA
Clinician
- Individual and family therapy with children, adolescents and young adults.
 - Couples therapy
 - Family therapy
- 6/2010 – Present
Atlantic Counseling and Consultation
Weymouth, MA
Clinician
- Individual and family therapy with children, adolescents and young adults.
 - Couples therapy
 - Family therapy
- 2/2009 – 6/2010
Neurobehavioral Associates
Weymouth, MA
Clinician
- Individual and family therapy with children, adolescents and young adults.
 - Individual therapy and consultation in Nursing Home and Assisted Living settings
 - Couples therapy
- 5/2007 – 10/2009
People Care (Vinfen)
Dedham and Dorchester, MA
Subcontractor
- Provided individual therapy for adults in Community Clinic Setting and refer as appropriate for psychiatric consults.
 - Provided individual therapy to Nursing Home residents.
 - Participated in multidisciplinary behavioral treatment planning for Nursing home.
- 3/2003- 6/2009
Pembroke Hospital
Pembroke, MA
Case Manager
- Conducted psychosocial and diagnostic assessments
 - Participate in the development and implementation of treatment plans
 - Provided group and family process-oriented therapies using various professional treatment modalities.
 - Developed and coordinated individualized discharge plans for patients.
 - Maintained effective working relationships and communication with internal and external customers.
- 10/2000 – 8/2013
Riverside Community Care (Part-time)
Norwood, MA
Emergency Services Clinician
- Provide telephone screening and triage to individuals calling Emergency Services 24 hour hotline
 - Provide face to face evaluations of individuals in crisis
 - Collaborate with family, providers and insurers during and in support of the evaluation/disposition process
 - Provide on-going support and evaluation of individuals within Crisis Stabilization Unit and provide clinical support to staff

1/2000 – 3/2003

The Home for Little Wanderers

Boston, MA

Clinical Coordinator

- Clinical oversight of treatment and placement decisions for DSS youth
- Documented risk management issues and follow-up with provider for outcome resolution
- Coordinated services appropriate to individual needs
- Made referrals to collateral and communicated with outside agencies

3/1999 – 9/2001

Community Care Services

Middleboro, MA

Fee For Service Clinician

- Individual therapy for children and adults
- Family Therapy
- Couples therapy

6/1996 – 1/2000

Correctional Medical Services

Walpole, MA

Mental Health Clinician at MCI – Cedar Junction

- Crisis Intervention and Mental Health Evaluations
- Assisted in transfers to inpatient psychiatric setting when inmate's mental status indicated he was a danger to self/others
- Case management and monitoring of inmates receiving psychotropic medications
- Individual therapy
- Assisted in coordinating aftercare referrals when "special needs" inmates are released from prison

4/1993 – 6/1996

Center for Mental Health and Retardation

Lexington, MA

Residential Counselor

- Developed and implemented ISP's for chronically mentally ill adults
- Case Management
- Gave prescribed medications to residents
- Assisted in fiscal management for daily living
- Implemented clinically specific behavioral protocols

EDUCATION:

1996

Boston College

Chestnut Hill, MA

- M.S.W. with a concentration in Forensics

1994

Northeastern University

Boston, MA

- B.S., Psychology
- Graduated Cum Laude
- Honors Program
- Golden Key National Honors Society

HATTIE N. KERWIN DERRICK

197 Spiers Road
 Newton, MA 02459

EXPERIENCE

2003-Present Lawrence Memorial/Regis College (LM/RC) Nursing and Radiography Programs Medford, MA
Director of Admissions

- Develop and update recruitment materials
- Develop calendar for all recruitment events on and off campus
- Establish working relationships with High School Guidance Counselors
- Identify areas that will yield students to the program including research of mailing lists, major publications and events
- Develop and maintain computer database for all prospective students and applicants
- Assist prospective candidates in educational planning for possible acceptance in the program.
- Provide admission counseling and ongoing communication regarding application status to prospective students
- Interview prospective applicants to the program
- Website maintenance and oversight

2003-2011 Barnes & Noble Chestnut Hill, MA
Bookseller, Part-Time

- Provided customer service to customers in the store and on the phone
- Fast cashiering
- Set-up Front of Store displays for weekly Fiction and Non-Fiction Bestsellers, New in Paperback and Mass Market
- Helped maintain a clean and organized environment for store customers

2001-2003 Smith College School for Social Work Northampton, MA
Enrollment Coordinator

- Coordinated with and assisted the Director in implementing plans for the recruitment, admission and enrollment of students into The School for Social Work – Master's and Doctoral
- Oversaw admission personnel
- Responsible for overall work flow of admission tasks in accordance with annual plan including development of materials
- Provided ongoing stewardship for prospective students and applicants
- Collaborated with Volunteer Coordinator on the selection and training of alumni volunteers
- Coordinated advertising in target areas including research of mailing lists, major publications and events

1996-2001 Holyoke Chicopee Springfield Head Start Holyoke, MA
Recruitment and Enrollment Specialist and Transition Coordinator

- Facilitated the Recruitment and Enrollment of 1300 children for Head Start and Childcare in 8 communities
- Provided ongoing training and support in the areas of Enrollment, Recruitment, Selection, Eligibility and Attendance (ERSEA)
- Ensured the Federal Government Performance Standards were met in the areas of ERSEA
- Provided indirect support to 20 staff
- Worked with children and families as they transitioned into, within and out of Head Start
- Worked with community agencies, Early Intervention Programs, and LEAs regarding children transitioning

1990-1995 Mount Holyoke College S. Hadley, MA
Head Resident

- Residence Hall Supervisor – Supervised 5 student staff
- Liaison between students and Residential Life
- Organized and coordinated educational, cultural and recreational programs for hall residents
- Provided counseling in the areas of personal, academic and social development of residents

1994-1995 Mount Holyoke College

S. Hadley, MA

Work Place Education Program

- Supervised 5 student teachers and provided educational opportunities for adult learners in the work place
- Developed a program for recruitment of adult learners
- Developed curriculum, assessed and taught adult learners at various educational levels

EDUCATION

Mount Holyoke College

S. Hadley, MA

- B.A., Psychology and Minor: Geography.
- Teacher Certification K-3 and courses taken towards Masters

COMMUNITY SERVICE AND VOLUNTEER EXPERIENCE

Human Rights Commission and Advisory Council

Newton, MA

2014 – present

Commissioner

2012 – 2014

Advisory Council Member

Newton Democratic Ward Committee

Newton, MA

2014 – Present

Member

Newton Community Service Center (NCSC) dba Family Access of Newton

W. Newton, MA

September 2013- 2015

Board Member; Chair Emeritus

April 2011- September 2013

Board President

September 2010 – April 2011

Board Vice President

- September 2010

Interim Board President; Chair, Executive Director Search Committee

April 2009 – September 2010

Board Vice President

April 2011 – Present

Development Committee Member

April 2009 – April 2011

Development Committee Chair

April 2009 – 2013

Council of Advisors Chair (no longer in existence)

2007 – April 2009

Development Committee Member

2007

Gala Auction Committee Co-Chair

2007 – Present

Board Member

2006

Gala Chair

2005-2007

Family Child Care Advisory Committee

Newton Montessori School

Newton, MA

November 2013 – 2017

Board, Clerk

2013 – 2017

Board Member

2013

Auction Committee Chair

2011- 2012

Nominating and Governance Committee

2009

Auction Committee Member

2008-2010

Regular Attendee at Open Board Meetings



Ruthanne Fuller
Mayor

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Office of the Mayor

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December 7, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

To the Honorable City Councilors:

I am pleased to reappoint Sam Figler of 63 Sumner Street, Newton as an Alternate member of the Parks and Recreation Commission. His term of office shall expire on October 31, 2021 and his appointment is subject to your confirmation.

Thank you for your attention to this matter.

Warmly,

Ruthanne Fuller
Mayor

RECEIVED
Newton City Clerk
2018 DEC 10 PM 2:01
David A. Olson, Clerk
Newton, MA 02459

My term expires this year and I'm writing to express my interest in continuing to serve on the Commission.

I grew up in Brookline, and have been a Newton resident since 2005 (Ward 6, Precinct 4).

I have three children between the ages of 8 and 17, all of whom are active participants in Newton Recreation programs. I also participate in Newton recreation programs both individually and as a youth sports coach.

I believe Newton's Parks and Recreation programs and facilities are among the City's greatest assets and I'd welcome the opportunity to continue to guide their refinement and development by serving on the Commission.

Attached is an outline of my background and professional experience. I would be pleased to provide additional information and/or discuss my interests in further detail.

Sincerely,

Sam Figler

63 Sumner St.
Newton, MA 02459

Sam Figler is BuzzFeed's Head of Global Business Development where he leads the company's global strategic partnerships in business, video and technology. In 1998, Sam joined Yahoo! as its sixth lawyer leading negotiations for its largest commercial transactions. He moved over to Yahoo!'s business side in 1999 and over the next seven years, held a variety of senior management positions including Vice President, Business Development and Vice President, North American Operations. In 2006, Sam went on to serve in a number of senior executive roles at various digital media companies including Senior Vice President, Partnerships & Ventures, at The Huffington Post, and Executive Vice President, Business Development at Criteo.

In addition to his business career, Sam has taught at the George Washington University Law School and served on numerous boards, including the Youth Law Center and Center for Children's Law & Policy. Sam graduated with high honors from the George Washington University Law School and Clark University.



Ruthanne Fuller
Mayor

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Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

October 26, 2018
RECEIVED
Newton City Clerk
OCT 31 AM 9:51
David A. Olson, Clerk
Newton, MA 02459

To the Honorable City Councilors:

I am pleased to reappoint Matthew Stafford of 11 Cragmore Road, Newton as a member of the Health and Human Services Advisory Council. His term of office shall expire on January 1, 2022 and his appointment is subject to your confirmation.

Thank you for your attention to this matter.

Warmly,

Ruthanne Fuller
Mayor

Matthew Stafford

11 Cragmore Road
Newton Upper Falls, MA 02464

EDUCATION

Boston University School of Public Health

Master of Public Health expected May 2019
Concentration: Health Policy and Management

Columbia University, School of General Studies

Bachelor of Arts conferred May 2000
Major: Middle East and Asian Languages and Cultures

University of Texas at Arlington

Attended August 1992 to December 1993
Major: Photography

Tarrant County College

Attended September 1990 to July 1991
Major: Anthropology

WORK EXPERIENCE

**Assistant Director, Clinical Research Compliance
Boston Children's Hospital**

October 2014 to present

- Continuing to be responsible for duties of the IRB Manager (see IRB Manager below), with additional and ultimate responsibility for regulatory compliance of the overall activities of the IRB and the IRB Office.
- Responsible for representing the compliance function of the IRB to other stakeholders within the hospital administration.
- Implementing and utilizing metrics to coach staff performance and measure and improve compliance and efficiency.

**IRB Manager, Office of Clinical Investigation
Boston Children's Hospital**

March 2006 to September 2014

- Coordinated and implemented the daily activities of the Committee on Clinical Investigation to promote effective interaction between the hospital, IRB sponsors and investigators/ identifies, prioritizes and implements policy, programmatic and administrative procedural changes to enhance operational efficiency and effectiveness.
- Establishes program goals and objectives in accordance with hospital and departmental goals, mission and values and plans and develops implementation strategies.

- For assigned departments, advises faculty on CH and federal regulations for developing protocols, reviewing incoming protocols, annual/tri annual reports, emergency requests, amendments and revisions.
- Assures completeness and compliance with committee standards.
- Serves as a resource to investigators, responding to questions on preparing and submitting applications and reviewing policies and procedures.
- Meets with investigators to educate and advise them on planned protocol submissions.
- Prepares report of actions and final approval notices and associated documentation.
- Develops, recommends and implements policies and procedures to enhance efficiency of committee operations including policies and procedures for investigators and standard operating procedures for administrative function of the IRB.
- Supports the Director and other hospital offices on other issues pertinent to the implementation of human subject regulations. In collaboration with other BCH offices, develops and implements methods, strategies for resolving human subject protection issues.
- Hires, trains, supervises and oversees protocol administrators and an administrative assistant in the daily operations of the office.
- Assures consistency among staff members.
- Recommends changes in office operations as need to be responsive to the faculty.
- Assists in the development and revision of standard operating procedures for office staff.
- Assigns and oversees temporary support personnel in the completion of designated special projects as required.
- Assists in the preparation and monitoring of departmental budget.
- In conjunction with the Director, oversees the development and implementation the educational program for the teaching of research ethics and investigator responsibilities to staff and clinical research personnel at Children's Hospital.
- Provides positive and effective customer service that supports departmental and hospital operations.
- Contributes to the teamwork within and between departments and organizations.
- Represents the institution at various events including Harvard CTSA organizations, the CITI Developer's Group, and on the faculty of PRIM&R's annual conference.

IRB Administrator
New York Blood Center

April 2004 to February 2006

- Developing and implementing SOPs.
- Creating and maintaining database of all IRB protocols and Board actions.
- Developing training course for personnel involved with human subjects research.
- Overseeing IRB protocol submissions.
- Maintaining IRB files and documentation.
- Planning and arranging IRB meetings and agendas.
- Creating minutes of IRB meetings.
- Training new IRB members.
- Providing continuing education to existing IRB members.
- Maintaining knowledge of regulatory issues and disseminating new requirements and guidance to IRB members and research community.

- Advising PI's in study design, consent form creation and IRB compliance.
- Maintaining a balance of focus between ensuring institutional compliance and providing service to researchers.
- Delivering semi-annual updates on NYBC's human research protections program to lab heads and members of the Research Committee.
- Providing human subjects research component to orientation of new research fellows.
- Delivering human subjects research talks at monthly Annual Quality Training (AQT) sessions (each NYBC employee is required to attend one full AQT session per year).
- Representing Lindsley F. Kimball Research Institute (LFKRI) on NYBC's steering committees for new internet and intranet sites.
- Serving as content manager for LFKRI's portions of NYBC's internet and intranet sites.
- Serving as member of occupational safety committee.

**Assistant IRB Administrator
Columbia University in the City of New York**

November 2001 to April 2004

- Performing pre-committee analysis of protocols to review for completeness and general compliance with federal regulations, IRB policies.
- Composing clear, concise and detailed correspondence to investigators to ensure that the concerns, rationale, and technical questions of the IRB are quickly and intelligibly communicated to researchers.
- Maintaining files and assisting in meeting agenda and meeting material preparation.
- Creating and maintaining the Morningside IRB web site.
- Assisting the Administrator in advising faculty and researchers in the ethical use of human subjects in the social and behavioral sciences.
- Assisting the IRB Administrator and Board members with general office administration.
- Facilitating all purchases, accounts payable and reimbursements for the Board.

VOLUNTEER ACTIVITIES

**Boston Marathon Runner/Ambassador/Parent Coordinator
Understanding Our Differences (UOD)**

January 2015 to present

Understanding Our Differences (UOD) is a model, interactive disability awareness and tolerance curriculum that teaches children to about blindness, deafness, autism, physical disabilities, intellectual disabilities, learning disabilities, and chronic medical conditions such as allergic conditions, asthma, diabetes, and epilepsy. I represented the organization in fundraising activities and ran the 2015 Boston Marathon wearing their logo and their bib, raising over \$11,000. I have continued my work for UOD as a parent coordinator delivering the curriculum at Angier elementary where my children attend school.

Co-Chair/Parent Volunteer

Packing Angier Elementary Angier Together (PAT) and Moving Angier Together (MAT)

October 2012 to January 2016

As co-chair of Building Angier Together (BAT) I was responsible for soliciting classroom improvement requests from teachers at Angier Elementary, an aging 90-year-old structure. After a wish list was compiled, BAT purchased necessary supplies and then coordinated a team of over 20 parent volunteers in a day-long building improvement project, painting, cleaning, fixing and building whatever the teachers request, from shelving to paper-towel holders to bulletin boards.

As co-chair of Packing Angier Together (PAT) I was responsible for coordinating parent volunteers in assisting the faculty and staff of Angier Elementary, a 91-year old structure, to pack and sort their classroom materials, school supplies, and small furniture, as they prepared to move into a temporary location at Carr. Once the new Angier was completed, MAT assisted with the return to Waban. Now with the move complete, some restoration of archival materials remain to

**Parent Board Member
Angier After School Program (AASP)**
May 2012 to present

The Board provides advice to the Director in making decisions that effect the overall staffing, offerings, equipment, and direction of the program. We also serve as representatives of the parents' and families' interest in the conduct of the program, assist the Director in interviewing and make recommendations in staffing and offer whatever support we can - individually and collectively - to the children, staff, and the program as a whole.

**Co-Chair, Social, Behavioral and Educational Research (SBER) Sub-Committee
Harvard Catalyst Regulatory Foundations, Ethics, and Law Program**
March 2013 to Present

As Co-Chair, with Cynthia Monahan (Director, BU Charles River Campus IRB) of the Harvard Catalyst Regulatory Foundations, Ethics, and Law Program's Social, Behavioral and Educational Research (SBER) Sub-Committee, I help direct a team of volunteer experts from among the Harvard teaching hospitals and other leading area institutions to develop educational materials for researchers, IRBs and others seeking guidance in regulatory requirements and best practices for protecting human subjects in SBER research. See <http://catalyst.harvard.edu/programs/regulatory/sbcr.html> for more details.

**Faculty/Mentor
Public Responsibility in Medicine and Research (PRIM&R)**
2008 to present

I have served as faculty at the Public Responsibility in Medicine and Research (PRIM&R) Advancing Ethical Research (AER) national conferences in 2011, 2013, 2014, and 2015. I have developed and taught breakout sessions with co-presenters from other research institutions as well as from the Office of Human Research Protections (OHRP). Topics have included basic review of human subjects research, international research, qualitative research methods, use of deception in research, and case studies in SBER. In 2015 I also served on the planning committee for the SBER portion of the AER conference. I was a volunteer mentor for other members of PRIM&R from 2007 to 2014, paired with less senior persons in the field with whom I would regularly speak and give advice on topics of their choosing.

CERTIFICATIONS

Certified IRB Professional (CIP) - December 2003 to December 2009

POSTERS PRESENTED

Corl, S., & Stafford, M. (2014, December). *Developing Timely & Appealing Human Subject Protection Refresher Education Using Education Program Participation, Unanticipated Problem &*

• *Internal Audit Data*. Poster Presented at the annual Public Responsibility in Medicine and Research (PRIM&R) Advancing Ethical Research (AER) conference, Baltimore, MD.

Taghinia, A., Kuniholm, A., et al. (2014, December). *Challenges in the IRB Review of First-in-Pediatrics Hand Transplantation Research*. Poster Presented at the annual Public Responsibility in Medicine and Research (PRIM&R) Advancing Ethical Research (AER) conference, Baltimore, MD.

Witte, E., Bierer, B., et al. (2014, December). *Research Subjects Want to Know: An IRB Asks Investigators to Consider Dissemination Strategies*. Poster Presented at the annual Public Responsibility in Medicine and Research (PRIM&R) Advancing Ethical Research (AER) conference, Baltimore, MD.

Stafford, M., Monahan, C. et al. (2013, November). *Case Studies for Assessing and Mitigating Risk in Social, Behavioral and Educational Research (SBER): Creation of Educational Resources for IRB Members and Researchers*. Poster Presented at the annual Public Responsibility in Medicine and Research (PRIM&R) Advancing Ethical Research (AER) conference, Boston, MA.

Bowling, K., Dyson, A., et al. (2006, December). *Evolution of a "Departmental Scientific Review" Process:*

Ensuring Sound Research Design during the Review Process. Poster Presented at the annual Public Responsibility in Medicine and Research (PRIM&R) Advancing Ethical Research (AER) conference, Washington, DC.



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Office of the Mayor

#574-18

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rfuller@newtonma.gov

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

October 26, 2018

David A. Olson, CMO
Newton, MA 02459

2018 OCT 31 AM 9:51

RECEIVED
Newton City Clerk

To the Honorable City Councilors:

I am pleased to reappoint Asa Fanelli of 8 Kerry Court, Newton as a member of the Health and Human Services Advisory Council. Her term of office shall expire on January 1, 2022 and her appointment is subject to your confirmation.

Thank you for your attention to this matter.

Warmly,

Ruthanne Fuller

Mayor

Asa Maria Fanelli

8 Kerry Court, West Newton, MA 0246 -

SUMMARY: Senior executive with broad-based leadership experience in global business and non-profit organizations. Proven strengths in strategic planning and entrepreneurial business development, as well as creating and driving operational plans that increase revenue and maximize social impact; Growth oriented, analytical and results driven with the ability to meet tough financial targets and tight deadlines. Strong multi-lingual communicator with cross-cultural background.

IDEALIFT GROUP LLC, Newton, MA

2015 – Present

A boutique strategic consulting firm that helps advance the ability of nonprofits, entrepreneurs and philanthropists to be effective social change leaders. IdeaLift engages consultants who have served in executive leadership roles to provide unparalleled insights, project management and thought leadership to our clients.

Co-founder & Chief Strategist

Our team helps to illuminate organizational positioning, inform strategy, solve problems, develop capable leaders and create a culture that fuels success. Consulting projects drive strategic planning and organizational development, facilitate collaborative innovation among teams, develop and launch new programs and support the effectiveness of executives and boards.

- Past clients include: Department of Justice, Sexual Assault TeleNursing Center, College of Advancing Professional Studies at UMass Boston, One Family, Inc. and Family-to-Family Project.

POWER LAUNCH, Boston, MA

2015 – Present

A social impact accelerator and innovation lab that invests in compelling ideas, exceptional leaders and high-impact organizations through venture philanthropy and organizational development programs.

Founding Board Member

- Facilitated nonprofit start-up; served as advisor to eleven early-stage nonprofits during organization's first accelerator and Pitch-In competition where \$150,000 was granted to finalists.

HORIZONS FOR HOMELESS CHILDREN, Roxbury, MA

2010 – 2014

A not-for-profit organization in Massachusetts recognized as a national leader in the education of homeless children.

President and CEO

- Had overall responsibility for \$10M budget with 120 staff and 35 board members.
- Led and implemented a new five-year strategic plan to build and strengthen Horizons as a national thought leader in early education for homeless children and maximize social impact of programs.
- Aligned staff around a new company culture resulting in new statements of core values, mission and vision and measurable departmental goals.
- Grew fundraising revenues +10% each year for three consecutive years through individual donors, corporations, philanthropic foundations and events while developing private/ public partnerships.
- Recruited a new Evaluations and Research team that developed data-driven practices, quantitative and qualitative operational metrics and tools to measure outcomes.
- Created a new Marketing/PR team resulting in increased external partnerships, greater visibility and a complete rebranding of the organization
- Initiated broader and deeper policy and advocacy relationships with state agencies, legislators and advocacy partners/ coalitions to increase government funding and grassroots advocacy efforts.
- Contributed as an active member on government and private advisory councils as expert in early education and homelessness.
- Strengthened the statewide Volunteer Program by facilitating knowledge sharing and standardizing practices across regional offices. Oversaw recruitment, training and support of 3000 volunteers in 3 early education centers and 150 homeless shelters statewide.

EF EDUCATION FIRST

1992 – 2008

Global language education company, offering language learning, educational travel, academic programs and cultural exchange. EF Education consists of 15 divisions, operating in 52 countries with 23,000 staff, teachers and volunteers. My positions in the various divisions of the organization are described below:

EF FOUNDATION FOR FOREIGN STUDY, Cambridge, MA, USA

2006 – 2008

Largest foreign student exchange organization in the U.S. with budget of \$9M, staff of 60 and over 1000 volunteers placing and supervising 3000 international students spending a high school year in the U.S. living with volunteer host families.

Board Chair

Directly managed two co-Presidents. Chair role simultaneous with President of Talent Management and Human Resources role below.

- Grew organization to become largest U.S. provider by taking market share and focusing on customer satisfaction and increased employee/ volunteer engagement.
- Led organization to 100% compliance with government regulations by implementing new operational plan with aggressive deadlines and goals, a zero tolerance policy, increased internal controls and updated staff training. Motivated staff/volunteers to track results.
- Aligned the company vision and strategic plan with stakeholders' interests by building strong relationships between customers, 30 international sales offices, U.S. Board of Directors, staff, thousands of volunteers, and U.S. State Department.
- Strengthened the foundation's top and bottom lines by major restructuring of organization, creative marketing and recruitment initiatives, clear operational metrics, and staff rightsizing to produce growth in a very competitive market.
- Organized network of major competitive foreign exchange organizations to advocate with State Department and other entities to improve students' safety and implement best practices.

EF EDUCATION FIRST, Cambridge, MA, USA

2006 – 2008

President, Talent Management and Human Resources

Appointed to lead elevated global cross-company talent management initiative to respond to increased demand for leaders and new corporate citizenship initiatives; led all North American human resources activity.

- Initiated ongoing employee satisfaction measures by surveying and establishing benchmarks (based on Gallup Q12 employee engagement), then implementing changes that increased staff retention and loyalty.
- Created and facilitated leadership seminars for mid- and senior-management in the U.S., Canada, Europe, Latin America; and Asia; connected senior management to employees through seminars, networking events, and team-building activities, resulting in increased visibility of senior leadership.
- Launched new employee volunteer opportunities and charity campaigns to increase employee engagement in community-focused initiatives, partnering with non-profit organizations to create social impact and staff satisfaction.
- Organized new format for staff performance and development reviews for managers globally tied to company's vision, core values and core skills.
- Facilitated the implementation of professional development training series offered to 1300 staff in the US on a regular basis and resulting in improved motivation of employees.

EF HIGH SCHOOL YEAR, Cambridge, MA, USA

2004 – 2006

EF High School Year is the sales partner of EF Foundation, and recruits students in 30 countries worldwide to spend a high school year abroad. Position added to Presidency role below.

President Latin America

- Grew revenues by 30%, profitability and customer volume in six sales offices in Latin America.
- Developed new marketing plan for direct and indirect sales (schools and agents) increasing number of leads, conversion rates, and improving overall branding of company.
- Increased market share in highly competitive market by creative product development, new pricing structure, and customer focus.
- Built new team in regional offices by rallying for common goals and strategies, team building and motivation, creating staff loyalty to product.

EF FOUNDATION FOR FOREIGN STUDY, Cambridge, MA, USA

1999 – 2006

President USA, Canada and Europe

- Executed turnaround of organization through motivating and rewarding volunteer network, cultivating staff morale and empowerment, and direct focus on rebuilding trust and loyalty among stakeholders.
- Instituted new operational plan; consistently met revenue and cost targets through financial controls and creative resource management.
- Improved cross-cultural understanding between international recruitment offices and operations offices through awareness and diversity training.
- Improved program quality and customer satisfaction through increased tracking and specific evaluation follow up. Redesigned risk and crisis management procedures.
- Oversaw implementation of new IT system and website to improve internal efficiency, facilitate communication with students, and grow the volunteer network.

EF LANGUAGE TRAVEL, Amsterdam, Netherlands

1998 – 1999

A subsidiary of EF Education providing both short-term homestay and campus-based language education programs for teenagers during their vacations.

Vice President U.K. Operations

- Oversaw U.K. operations responsible for organizing English language courses, hosting families and providing extracurricular activities for 35,000 international students spending a summer in the U.K.
- Built relationships with local agents and staff in U.K., and international sales offices to improve the cooperation and communication between all parties involved.
- Completed organizational assessment and strategic plan.

EF EDUCATIONAL TOURS & GO AHEAD VACATIONS, Rome, Italy

1992 – 1998

EF Educational Tours offers 300 packaged tours to Europe, Latin America, Africa, Asia, India, Australia and New Zealand and serves more than 100,000 students and teachers annually. Go Ahead Vacation provides educational package tours for adult travelers.

Country Manager

1994 – 1998

- Directed Operations and Product Development in Italy, Greece, Turkey and Egypt, significantly growing the region's production capacity.
- Designed new tour itineraries and tour options in rapidly growing educational travel industry increasing revenue per traveler/bottom line.
- Proven track record of negotiating contracts for hotel, cruise and transportation in highly competitive markets, leading to long term supplier relationships and increased profitability; changed base of suppliers leading to increased tour quality and customer satisfaction.
- Managed multi-cultural, high-performing team in a challenging customer and supplier market with tight deadlines and budgets.

Regional Manager

1992 – 1994

- Directed tour operations and travel logistics in Italy and Greece in a high volume customer-contact environment.
- Recruited, trained, and supported Tour Directors keeping up with higher demands in volume and quality resulting in highest selling package tours.
- Handled travel emergencies for groups on tour; improved safety of tours.

EDUCATION

UNIVERSITY OF STOCKHOLM, Sweden B.A. Human Resources and Economics
BOSTON UNIVERSITY PROFESSIONAL FUNDRAISING CERTIFICATE PROGRAM

1988 – 1992
 2009

Application Form

Profile

<u>Asa</u>	<u>R</u>	<u>Fanelli</u>
First Name	Middle Initial	Last Name

asa@idealiftgroup.com
Email Address

8 Kerry Court
Home Address

Suite or Apt

Newton
City

MA
State

02465
Postal Code

What Ward do you live in?

Ward 3

Mobile: (617) 792-0409
Primary Phone

Home: (617) 243-0587
Alternate Phone

Idealift Group, LLC
Employer

Founder & Chief Strategist
Job Title

Which Boards would you like to apply for?

Health and Human Services Advisory Council : Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I have served on the HHS Advisory for the last few years and I would like to continue to support the great work being done by the HHS department in Newton.

Upload a Resume



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Office of the Mayor

#575-18

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rfuller@newtonma.gov

October 26, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

To the Honorable City Councilors:

I am pleased to reappoint Lisa Terrizzi of 63 Ridge Avenue, Newton as a member of the Health and Human Services Advisory Council. Her term of office shall expire on January 1, 2022 and her appointment is subject to your confirmation.

Thank you for your attention to this matter.

Warmly,

Ruthanne Fuller
Mayor

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Newton City Clerk
2018 OCT 31 AM 9:51
David A. Olson, CMIC
Newton, MA 02459

LISA TERRIZZI

63 Ridge Avenue * Newton Centre, MA * 02459 *

SUMMARY

Agile, mission-drive attorney with experience in private, non-profit, government and self-employment sectors. Background includes work as general counsel to national non-profit, as senior Harvard administrator overseeing large FLSA compliance project, and as medical malpractice defense attorney. Additional background in general litigation, human resources and professional development training. Impeccable ethics; sound judgment. Strong research, writing and analytical abilities. Excellent communication skills; effective public speaker. Collaborative, curious, self-motivated.

PROFESSIONAL EXPERIENCE**NATIONAL ORGANIZATION FOR RARE DISORDERS, INC., Quincy, MA****General Counsel, 9/15 – 11/16*****General Operations/Board Governance:***

- o Inaugural General Counsel to 30+ year old non-profit; \$ 21 million; 50+ employees across three states
- o Counseled COO, CEO and Board on all governance issues, including conflicts of interest
- o Apprised CEO and COO of new rulings, regulations and trends to prevent or minimize legal risk
- o Provided wide array of legal advice with respect to: general corporate, employment and tax-related matters; patient registries, data privacy and clinical research; intellectual property, including some licensing; policy; development; patient assistance; marketing and advertising
- o Envisioned procedure and structure for legal review; created general templates
- o Established pro bono partnership with large firm; engaged outside counsel for expert advice, particularly Anti-Kickback Statute, HIPAA, and collaborations relating to tax exempt status
- o Oversaw national charitable filing process

Corporate transactions:

- o Drafted and negotiate variety of corporate documents: master service agreements, statements of work, donation agreements, consulting agreements, business associate agreements, confidentiality agreements, vendor contracts, venue contracts, disclaimer notices, waivers and releases; evaluated collaborations with for-profit and non-profit entities.
- o Drafted MOUs in support of international affiliations with similar organizations

Clinical Research/Data Privacy:

- o Wrote draft of first Platform Service and Use Agreement for NORD's Natural History Studies Project; recommended terms and conditions for platform
- o Helped advise research team on operational processes
- o Revised and commented on agreements with independent IRB and Joinder Agreement
- o Reviewed and drafted preliminary WISP guidance policy

Intellectual Property:

- o Comprehensive assessment of NORD's trademark filings; supervise filing maintenance
- o Drafted descriptions of goods and services in support of numerous, additional trademark applications
- o Drafted successful cease and desist letter to protect NORD's IP mark

LISA TERRIZZI CONSULTING, Boston, MA**Career Coach/Consultant** (*affiliated with Mayfield Consulting*), 11/08 – 2014

- Provided career coaching and counseling services to attorneys, from self-assessment thru job offer
- Helped clients articulate goals and create job search strategies; revise resumes; conducted mock interviews
- Many presentations to students and attorneys at colleges, law schools and bar associations (*detail available*)

LAWYERS IN TRANSITION COMMITTEE, MASSACHUSETTS BAR ASSOCIATION, Boston, MA**Committee Chair, 9/08 – 6/11; Vice Chair, 9/07 – 6/08; Co-founding member, fall 2006** (*all voluntary*)

- Co-founded professional development committee for statewide association; first of its kind in U.S.
- Created professional development conferences, panels and monthly luncheon speaker series
- Developed over 20 programs attended by 400+ attorneys; liaison to local law schools

FACULTY OF ARTS AND SCIENCES (FAS), HARVARD UNIVERSITY, Cambridge, MA**Senior Business Analyst** (*contract position*), 9/04 – 1/05

- Analyzed HR, financial and IT operations of key office for Associate Dean of Harvard College; wrote detailed report recommending specific measures to improve administrative efficiency, including office restructuring

Human Resources Consultant, 9/02 – 9/04

- Advised FAS faculty chairs on all areas of HR management, including relevant laws and policy
- Hired and terminated employees; investigated, mediated and resolved employee relations problems
- Conducted salary equity reviews; presented trainings on sexual harassment and performance management
- Member of university-wide task force revising Harvard's employment policy manual for professional staff

Human Resources Analyst, 10/00 – 9/02

- Managed large Fair Labor Standards Act (FLSA) project as part of university-wide compliance project
- Assessed interview data of over 415 employees; conducted interviews; trained administrators
- Recommended specific FLSA compliance policies to Associate Dean
- Helped design and supervise: retroactive FLSA payment to employees; uniform time-keeping practices
- FAS liaison to OGC, Office of the Executive Dean, Labor and Employee Relations, Central Human Resources

HUTCHINGS, BARSAMIAN & LEVY, P.C., Wellesley Hills, MA**Of counsel, 9/98 – 10/00**

- General corporate and litigation practice, both individuals and corporate clients

DEWEY & LEBOEUF, LLP (now defunct; formerly, LeBoeuf, Lamb, Greene & MacRae), Boston, MA**Associate Attorney, 11/94 – 08/98**

- Conducted all types of discovery: pleadings and legal memoranda; depositions, oral arguments
- Analyzed insurance statutes and regulations; identified regulatory violations and advised compliance therewith

MORRISON, MAHONEY, LLP (formerly, Morrison, Mahoney & Miller), Boston, MA**Litigation associate, medical malpractice defense, 9/92 – 11/94**

- Independently managed over 40 medical malpractice cases for trial, from Answer through Pre-trial conference

NEW HAMPSHIRE SUPERIOR COURT, Judicial Law Clerk, New Hampshire counties, 8/91 – 8/92**EDUCATION****WASHINGTON COLLEGE OF LAW, AMERICAN UNIVERSITY, Washington, D.C.****Juris Doctorate, 1991**

- **Editor in Chief**, THE ADMINISTRATIVE LAW JOURNAL, 1991 (staff member, 1989 – 90)
- **Publication**: *The Need for Improved Access to Experimental Drug Therapy: AIDS Activists and Their Call for a Parallel Track Policy*, 4 ADMIN. L.J. 589 (Winter 1991)
- **Award Recipient**, T. Morton McDonald Award for excellence in legal research and writing, 1991

BARNARD COLLEGE, COLUMBIA UNIVERSITY, New York, N.Y.**Bachelor of Arts, 1988, History, *With Honors* (due to major GPA of 3.8/4.0) and *With Distinction* (for senior thesis)**

- **Dean's List, 1987-88**

SELECT RECENT PRESENTATIONS

- **Program Co-Chair, CLE**, "Off-label Prescription Drugs: An Access Issue," Boston Bar Association, 11/2016.
- **Panelist**, "Ensuring Patients' Access to Education," NORD Summit, Arlington, VA, 10/17 – 18, 2016.
- **Program Chair, CLE**, "Medical Tourism: Legal Issues and Ethical Implications," Boston Bar Association, 12/2015.

SELECT RECENT PRO BONO AND OTHER COMMUNITY INVOLVEMENT

- Community member, IRB Board, Dana Farber Cancer Institute. 10/2016 – ongoing
- Appointed member, Health Advisory Council, City of Newton, Health and Human Services. 01/2017 – ongoing
- Volunteer attorney, Guardianship Clinic, Suffolk Probate and Family Court, Boston. 11/2016 – ongoing
- Special Education Surrogate Parent, Federation of Children with Special Needs, Boston, MA., 2015-17; 2018-
- Member, Boston Bar Association; American Health Lawyers Association; Association of Corporate Counsel
- Member, State Bar of the Commonwealth of Massachusetts, 1991; U.S. District Court, MA, 1993
- Member, Board of Directors, Greenwood Music Camp, Cummington, MA, 06/16 - present
- Italian; near fluency in speaking and reading; solid, basic writing ability
- Musician member, Amateur Chamber Music Players Association, approximately 2007- ongoing



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Office of the Mayor

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rfuller@newtonma.gov

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

RECEIVED
Newton City Clerk
November 28, 2018
2:18 PM '18
DAVID A. OLSON, CMC
NEWTON, MA 02459

To the Honorable City Councilors:

I am pleased to reappoint Dina Conlin of 46 Shornecliffe Road, Newton as a member of the Licensing Board. Her term of office shall expire on June 5, 2023 and her appointment is subject to your confirmation.

Thank you for your attention to this matter.

Warmly,

Ruthanne Fuller
Mayor

DINA E. CONLIN
46 Shornecliffe Road, Newton, MA 02458

Accomplished transactional real estate attorney with pre-J.D. state government management experience; particularly skilled at analyzing multi-layered issues involving municipal, state and federal laws and regulations, and adding political perspective to legal analysis

LEGAL EXPERIENCE

GREENBERG TRAUIG LLP, Boston, Massachusetts (*August 2011 – present*)

Real Estate Associate

- Represent clients in all aspects of the purchase, sale and financing of commercial real estate, including survey, title, and closing issues
- Analyze and abstract loan documents, leases, and title documents
- Research and draft legal memoranda on variety of real estate issues, including Chapter 91 and Designated Port Area regulations, and the layout of public ways

CHOATE, HALL & STEWART LLP, Boston, Massachusetts (*Summer 2003, October 2004 – September 2009*)

Real Estate Associate

- Represented Massachusetts public agency in complex development and leasing agreements for downtown Boston real estate projects: negotiated development agreements and leases; conducted financial analyses; analyzed and responded to title and survey issues
- Represented clients in all aspects of the purchase and sale of commercial and residential real estate, including title, settlement, and closing issues
- Represented Massachusetts public agency in accepting conveyance of 27 acres of land in downtown Boston, including diligence and title review involving public rights of way and federal oversight
- Managed HUD and state lender closings on multi-million dollar loans for development of affordable housing projects for the elderly
- Researched and drafted legal memoranda and opinions on issues including zoning, title, subdivision, and enforceability, and briefed senior attorneys and clients on relevant legal issues
- Managed work and contributed to professional development of junior associates

BOSTON RED SOX, Boston, Massachusetts (*August 2003 - January 2004*)

Legal Department

- Researched and drafted legal memoranda on issues including liability of team doctors, team and stadium owners' liability for injuries, team participation in MLB Agency Agreement, and trademark/copyright issues

ADDITIONAL EXPERIENCE

OFFICE OF THE STATE TREASURER, Boston, Massachusetts (*January 1999 - January 2003*)

Deputy Treasurer/Chief of Staff (2002 - 2003)

- Directly managed State House staff of twelve; oversaw three departments with over fifty employees
- Advised Treasurer on policy issues and promoted Treasurer's agenda
- Oversaw legislative and media strategies
- Served as Treasurer's designee on Board of Bank Incorporation

Special Assistant (1999 - 2002)

- Active participant in development and implementation of policy agenda
- Served as Treasurer's designee on Emergency Finance Board

THE SHANNON O'BRIEN COMMITTEE, Boston, Massachusetts (February 1997 - December 1998)**Finance Director**

- Created fundraising strategy and oversaw volunteers and staff in raising over \$1.3 million for campaign of first woman elected Treasurer in Massachusetts

THE KERRY FOR SENATE CAMPAIGN, Boston, Massachusetts (June - November 1996, May - June 1995)**Deputy Event Director, Finance Assistant**

- Initiated, developed and executed in-state fundraising events working with political leaders, business leaders and Finance Committee; coordinated multiple aspects of fundraising concert with more than 13,000 attendees, \$800,000 raised, and an appearance by President Clinton

THE ROSE FUND, Boston, Massachusetts (July 1995 - June 1996)**Development Coordinator**

- Researched, developed and implemented fundraising strategies, including grant prospects and special events, for non-profit organization working to end violence against women

EDUCATION**SUFFOLK UNIVERSITY LAW SCHOOL, EVENING DIVISION, Boston, Massachusetts*****Juris Doctorate, summa cum laude, May 2004***

Salutatorian

Faculty Outstanding Student Award, Evening Division, May 2004

Suffolk University Law Review: Articles Editor, 2003-2004; Staff, 2002-2003

Academic Leadership Scholarship, 2001-2004

BOSTON UNIVERSITY GRADUATE SCHOOL, Boston, Massachusetts***M.A., International Relations, September 1994***Master's Thesis: *The Reform of the United Nations Security Council*, 1994**BOSTON UNIVERSITY COLLEGE OF LIBERAL ARTS, Boston, Massachusetts*****B.A., French Language and Literature, cum laude, May 1992***

Dean's List; 1991, 1992

Division I Scholarship Athlete; Captain, Track and Cross Country; 1993 New England Champion, 5000M

Study Abroad Program at University of Grenoble; Grenoble, France, Spring 1991

PUBLICATIONS, MEMBERSHIPS & AWARDS

- Commissioner: Board of License Commissioners, City of Newton, Massachusetts
- Bar Admission: Commonwealth of Massachusetts
- Massachusetts Notary Public
- Massachusetts Super Lawyers Rising Star; 2009, 2010
- "The Ballot Initiative in Massachusetts: The Fallacy of Direct Democracy," Suffolk University Law Review (2004)
- Member: Commercial Real Estate Women (formerly New England Women in Real Estate (NEWIRE))
- *Wonder Woman of the Year*, Massachusetts Women's Political Caucus; 1999
- Weymouth South High School Athletic Hall of Fame



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

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RECEIVED
Newton City Clerk
2018 DEC 31 PM 3:12
December 31, 2018
RUTHANNE FULLER, MAYOR
NEWTON, MA 02459

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Councilors:

I write to request that your Honorable Council docket for consideration a request to accept and expend the sum of \$100,000 from State Fiscal Year 2019 Legislative Earmark Funds to be used to conduct a feasibility study on the renovation, expansion and new construction of the Newton Senior Center.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor

Jonathan Yeo

From: Jayne Colino
Sent: Thursday, October 4, 2018 5:09 PM
To: Jonathan Yeo; Maureen Lemieux; Joshua R. Morse
Subject: Fwd: SFY19 EARMARK CONTRACT
Attachments: Newton Contract.doc; Newton Prog & Budget.doc

This is the paperwork for earmark from Senator Creek for NewCAL. Please let me know how you want to proceed and what I can do to be helpful. Thanks.

Jayne Colino
Director, Newton Department of Senior Services

RECEIVED
Newton City Clerk
2019 JAN -2 PM 4:36
DAVID A. CHART, CMC
Newton, MA 02459

From: O'Connell, Stacey (EHS) <stacey.o'connell@state.ma.us>
Sent: Tuesday, October 2, 2018 4:58:52 PM
To: Jayne Colino
Cc: Malone, Carole (EHS); Coyle, Siobhan (ELD); Vianello, Alessandro (ELD); Conneely, Peggy (EHS); Zhang, Jini (ELD); Schmarsow, Emmett (EHS)
Subject: SFY19 EARMARK CONTRACT

Good afternoon Ms. Colino,

As you may know, you are a recipient of State Fiscal Year 2019 Legislative Earmark Funds for your city or town. Included on this note please find your contractual documents and guidance for the contract execution.

A scope of services detailing the use of funding (as noted in the earmark language of the SFY19 Budget), along with a budget and budget narrative/justification (supporting the budget) must be returned with the signed signature pages to the contract. The narrative/justification is to explain how the budget costs were determined. Kindly mail 2 (two) original copies of the above listed documents (contract signature page, program cover page, budget page & budget narrative) to my contact information listed below.

Please also note, once ELD receives the executed contract, a separate email will be issued providing you billing instructions along with your individual invoice worksheet. In order to be reimbursed under this contract, an authorized invoice form attached with the backup documentation supporting the costs incurred is required.

Kindly ensure executed contracts are placed in the mail no later than Tuesday, October 23rd. Please let me know if you are unable to meet this deadline.

If you should have any questions or concerns, feel free to contact me directly.

Stacey Anne O'Connell
Executive Office of Elder Affairs
1 Ashburton Place, Rm. 517
Boston, MA 02108

(P) 617-222-7419
(F) 617-727-9368

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM #34



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at <https://www.macomptroller.org/> under Forms.

CONTRACTOR LEGAL NAME: City of Newton (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4,T&C): 1000 Commonwealth Ave, Newton, MA 02459		Business Mailing Address: Room 517, 1 Ashburton Place, Boston, MA 02108	
Contract Manager: Jayne Colino		Billing Address (if different):	
E-Mail: jcolino@newtonma.gov		Contract Manager: Stacey Anne O'Connell	
Phone: 617-796-1671	Fax:	E-Mail: Stacey.O'Connell@state.ma.us	
Contractor Vendor Code: VC6000192120		Phone: 617-222-7419	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): SFY2019EARMARKNEWTON	
		RFR/Procurement or Other ID Number: Legislative Exempt	
<p align="center"><u>X</u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>		<p align="center">___ CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20 __.</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>	
<p>The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.</p> <p><input checked="" type="checkbox"/> Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services</p>			
<p>COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.</p> <p><input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ 100,000.</p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: SFY19 Earmark funding is awarded to conduct a feasibility study on the renovation, expansion and new construction of the Newton Senior Center. All approved obligations incurred prior to the effective date of this agreement (for which payment obligations have been triggered) and are intended to be part of this agreement, are to be funded from the total amount awarded under this agreement</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p>___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u>.</p> <p>___ 2. may be incurred as of ____, 20 __, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u>.</p> <p><input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2018</u>, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2019</u>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p>CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u>, this Standard Contract Form including the <u>Instructions and Contractor Certifications</u>, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: _____</p> <p>Print Title: _____</p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Alessandro Vianello</u></p> <p>Print Title: <u>Chief Financial Officer</u></p>	



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c.30, § 39R; G.L. c.149, § 27C; G.L. c.149, § 44C; G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

#588-18



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

Telephone
(617) 796-1100

Telefax
(617) 796-1113

TDD
(617) 796-1089

E-mail
rfuller@newtonma.gov

November 13, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Councilors:

I write to request that your Honorable Council docket for consideration a request to amend the maximum qualifying gross receipts amount set forth in sec. 27-10 of The Revised Ordinances of Newton 2017 by substituting \$72,000 for the current maximum qualifying amount of \$60,000. The higher maximum qualifying amount shall commence for the fiscal year beginning July 1, 2018, and for all subsequent fiscal years.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in cursive script that reads "Ruthanne Fuller".

Ruthanne Fuller
Mayor

RECEIVED
Newton City Clerk
2018 NOV 13 PM 3:40
DAVID A. OLSON, CMG
Newton, MA 02459

Maureen Lemieux

From: Barney Heath
Sent: Friday, November 09, 2018 4:50 PM
To: Maureen Lemieux; Elizabeth Dromey
Cc: Ruthanne Fuller
Subject: Newton Seniors

A couple more ways to slice available data from Census estimates (2012-2016):

Age 65 and Up Owner-Occupied Households in Newton

65-74	3,840
75-84	1,803
85+	1,232
Total	6,875

Age 65 and Up Households by Income (not by owner but all)

Below \$20,000	1,279
\$20-40	1,733
— \$40-59	906 —
\$60-75	715
\$75-99	966

Barney S. Heath
Director of Planning and Development
City of Newton, MA
617-796-1120

City of Newton, Mass					11/13/2018	
Elderly Tax Deferral Information					mll	
<u>Year</u>	<u>Approved</u>	<u>Deferred</u>	<u>Outstanding</u>	<u>Paid</u>	<u>%Outstanding</u>	<u>%Paid</u>
2018	64	\$477,787.98	\$458,958.68	\$18,829.30	96.06%	3.94%
2017	65	\$487,859.27	\$449,709.87	\$38,149.40	92.18%	7.82%
2016	56	\$393,899.87	\$287,156.36	\$106,743.51	72.90%	27.10%
2015	49	\$319,006.95	\$193,529.79	\$125,477.16	60.67%	39.33%
2014	54	\$355,668.85	\$168,615.38	\$187,053.47	47.41%	52.59%
2013	56	\$351,576.04	\$166,044.15	\$185,531.89	47.23%	52.77%
2012	61	\$362,190.78	\$153,634.76	\$208,556.02	42.42%	57.58%
2011	66	\$372,292.49	\$161,245.07	\$211,047.42	43.31%	56.69%
2010	64	\$347,745.34	\$130,486.68	\$217,258.66	37.52%	62.48%
2009	63	\$326,287.81	\$122,458.76	\$203,829.05	37.53%	62.47%
2008	61	\$309,188.94	\$96,120.32	\$213,068.62	31.09%	68.91%
2007	71	\$364,094.08	\$78,127.82	\$285,966.26	21.46%	78.54%
2006	69	\$346,148.69	\$61,549.13	\$284,599.56	17.78%	82.22%
2005	74	\$336,054.64	\$54,405.36	\$281,649.28	16.19%	83.81%
2004	82	\$380,698.37	\$36,062.47	\$344,635.90	9.47%	90.53%
2003	84	\$369,589.64	\$19,287.98	\$350,301.66	5.22%	94.78%
2002	99	\$399,688.47	\$17,525.60	\$382,162.87	4.38%	95.62%
2001	101	\$401,367.61	\$13,559.74	\$387,807.87	3.38%	96.62%
2000	95	\$373,412.45	\$9,085.87	\$364,326.58	2.43%	97.57%

City of Newton, Mass				11/13/2018		
Elderly Tax Deferral Information				mll		
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Chapter 294
of the Acts of 2018

THE COMMONWEALTH OF MASSACHUSETTS

In the One Hundred and Ninetieth General Court

AN ACT AUTHORIZING THE CITY OF NEWTON TO AMEND THE INCOME QUALIFICATIONS FOR A CERTAIN TAX DEFERRAL PROGRAM.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding clause Forty-first A of section 5 of chapter 59 of the General Laws or any other general or special law to the contrary, the city of Newton may, by ordinance, adopt a maximum qualifying gross receipts amount for the purposes of said clause Forty-first A of more than \$40,000 but not more than the income limit determined by the commissioner of revenue for the purposes of subsection (k) of section 6 of chapter 62 for married persons filing jointly, regardless of the taxpayer's marital status.

SECTION 2. This act shall take effect upon its passage.

House of Representatives, November 1, 2018.

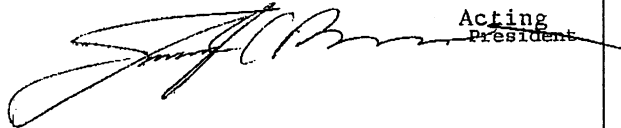
Passed to be enacted,



Acting Speaker.

In Senate, November 1, 2018.

Passed to be enacted,

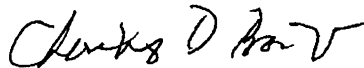


Acting President

November 8, 2018.

Approved,

at 12 o'clock and 02 minutes, P. M.



Governor.