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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffrey A. Meyers
Commissioner

Joseph E. Ribsam, Jr.
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
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January 12, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Division for Children, Youth and Families to enter into **retroactive** agreements with the vendors identified below to provide Title I services to abused, neglected or delinquent youth in an amount not to exceed $959,390, **retroactive** to July 1, 2017, effective upon Governor and Executive Council approval, through August 31, 2018. 100% other funding.

Vendor	Vendor #	Location	Total
Easter Seals New Hampshire, Inc.	177204-B005	Manchester	$72,961
Merrimack Valley Day Care Services	160070-B001	Concord	$28,168
Mount Prospect Academy	168139-B001	Plymouth	$397,369
NFI North, Inc.	177575-B001	Contoocook	$251,713
Pine Haven Boys Center	174119-B001	Suncook	$132,925
Spaulding Youth Center	154273-B001	Northfield	$76,254
		Total:	**$959,390**

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

05-95-42-421010-2975 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, PASS THRU GRANTS TITLE I

Easter Seals Education Program (Vendor #177204-B005)
555 Auburn Street, Manchester, NH 03103

SFY	Class/Object	Class Title	Activity Code	Contract Amount
2018	571-500929	Pass Thru Grants	42107501	$62,711
2019	571-500929	Pass Thru Grants	42107501	$10,250
			Subtotal:	**$72,961**

Merrimack Valley Day Care Services (Vendor #160070-B001)
19 North Fruit Street, Concord, NH 03301

SFY	Class/Object	Class Title	Activity Code	Contract Amount
2018	571-500929	Pass Thru Grants	42107501	$20,289
2019	571-500929	Pass Thru Grants	42107501	$7,879
			Subtotal:	**$28,168**

Mount Prospect Academy (Vendor # 168139-B001)
PO Box 58, 354 Main Street, Plymouth, NH 03264

SFY	Class/Object	Class Title	Activity Code	Contract Amount
2018	571-500929	Pass Thru Grants	42107501	$337,697
2019	571-500929	Pass Thru Grants	42107501	$59,672
			Subtotal:	**$397,369**

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

SFY	Class/Object	Class Title	Activity Code	Contract Amount
2018	571-500929	Pass Thru Grants	42107501	$214,076
2019	571-500929	Pass Thru Grants	42107501	$37,637
			Subtotal:	**$251,713**

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

SFY	Class/Object	Class Title	Activity Code	Contract Amount
2018	571-500929	Pass Thru Grants	42107501	$103,192
2019	571-500929	Pass Thru Grants	42107501	$29,733
			Subtotal:	**$132,925**

Spaulding Youth Center (Vendor #154273)
72 Spaulding Road, Northfield, NH 03276

SFY	Class/Object	Class Title	Activity Code	Contract Amount
2018	571-500929	Pass Thru Grants	42107501	$65,854
2019	571-500929	Pass Thru Grants	42107501	$10,400
			Subtotal:	**$76,254**
			Total:	**$959,390**

EXPLANATION

This request is **retroactive** because the United States Department of Education does not make Title I Elementary and Secondary Education Act funds available until after applications for funding are approved by the New Hampshire Department of Education.

Approval from the New Hampshire Department of Education for the selected vendor awards was not received until December of 2016.

These contracts were originally submitted to the Department of Administrative Services (DAS) for consideration by the Governor and Executive Council in April 2017. At that time, the Department was informed by DAS that funding was not available for the contracts. The Department attempted to correct this error by requesting an Errata in the Senate phase of the budget in April 2017. The Department's request was denied. In August 2017, the Department determined that an unencumbered payment from November 23, 2016 through June 30, 2017 would be the most appropriate way to move forward with the contracts, in order to mitigate the impact on services to clients. An unencumbered payment was approved by the Governor and Executive Council on October 11, 2017 (Item #8) in the amount of $364,459.96. In November 2017, the Department determined that fiscal approval was necessary before the contracts could be brought before the Governor and Executive Council. Fiscal approval was obtained in December 2017.

The Department of Health and Human Services applies for Title I Elementary and Secondary Education Act grant funds on an annual basis. These funds are used to provide instructional services and related activities to meet the special educational needs of abused, neglected or delinquent children and youth who are students in state institutions. The Title I, Part D, Subpart 1, State Agency Neglected and Delinquent program provides formula grants to state education agencies for the purpose of:

- Improving education services for children and youth in local and state institutions for neglected or delinquent youth to afford them the same opportunity to meet challenging state student academic achievement standards that all children in the state are expected to meet;
- Providing children and youth with the services needed to make a successful transition from institutionalization to further schooling or employment;
- Preventing at-risk youth from dropping out of school; and
- Providing current dropouts as well as children and youth returning from correctional facilities or institutions with a support system to ensure their continued education.

The Department, through a cooperative agreement with the New Hampshire Department of Education, receives grant funds which are budgeted into an account specifically identified as "Pass Through Grants." The funds are then used to reimburse providers that regularly deliver qualifying educational services to youth for whom the Department is responsible. Although these programs are eligible to participate in Title I due to the educational services delivered, they cannot receive the funding directly because they are neither a school system nor a state agency.

Each year the Department sends an invitation to all of its providers of residential facilities and child care centers to apply for Title I grant funds. These facilities and centers provide a regular educational program but do not already receive Title I funding directly through a Local Education Agency.

The applications used are standardized United States Department of Education forms. The applications include a Statement of Assurances and request that applicants provide data on the number of youth served as well as a staffing narrative and descriptions of programs

offered. Finally, the applicants must complete an end-of-year evaluation. Additionally, each provider must maintain State and Federal accreditation standards. Due to the fact that the State and Federal evaluation processes are already attached to the Title I Program, and the Department staff regularly visit these schools for case management and facility inspection purposes, the Department solely utilizes the standardized application and evaluation mechanisms for the Title I Program and does not create additional levels of evaluation for which providers would need to adhere.

Six (6) applications were received and all were selected for this grant funding. This grant will fund full and part-time Title I tutors and classroom aides. Additionally, these grant funds will provide specialized training and technology for teaching staff to utilize and share with parents in order to support the special education needs of youth. Funds from this grant will also provide educational consultation services specific to specialized curriculums or technology and supplies.

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

Should the Governor and Executive Council not approve this request, children who are abused, neglected, or adjudicated delinquent could fail to make academic progress at a level equal to their peers. This would result in a decrease in educational achievement of New Hampshire youth and may, in some cases, result in further youth involvement in delinquent activities, which would negatively impact New Hampshire citizens. It will also mean that these providers will not be paid for services that have already been provided.

Area Served: Statewide

Source of Funds: 100% Other Funds.

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

Respectfully submitted,

Joseph E. Ribsam, Jr.
Director

Approved by:
Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: Title I Programs for DCYF (RFA-2017-DCYF-07-TITLE-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name Easter Seals New Hampshire, Inc.		1.4 Contractor Address 555 Auburn Street Manchester, NH 03103-4800	
1.5 Contractor Phone Number 603-623-8863	1.6 Account Number 05-095-042-421010-29750000	1.7 Completion Date August 31, 2018	1.8 Price Limitation $72,961
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Elin Treanor		1.12 Name and Title of Contractor Signatory Elin Treanor CFO	

1.13 Acknowledgement: State of NH, County of Hillsborough

On Jan 9, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Cynthia Ross

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

CYNTHIA ROSS, Notary Public
My Commission Expires March 12, 2019

1.14 State Agency Signature Date: 1/18/18	1.15 Name and Title of State Agency Signatory Joseph Ribsan, Director DCYF

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Kenn Attorney On: 1/29/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials EJ
Date 1/9/2018

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials ET
Date 1/9/2018

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

Contractor Initials EJ
Date 1/9/2018

Exhibit A

Scope of Services

1. General Terms and Conditions of Contract

1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provided to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.3. The Contractor shall ensure that all activities including, but not limited to field trips and activities out of the classroom are connected to educational goals and objectives and that documentation is available that provides evidence.

1.4. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.

1.5. The Contractor's Title 1 Part D, Subpart 1, Application terms are hereby incorporated by reference into this Agreement as Exhibit A-1.

Easter Seals NH - Robert B. Joliceour School
Institution Name

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2016-2019

INSTITUTION LEVEL APPLICATION

1. Program Goals, Measurable Objectives and Assessments - Updates required as needed each year of the funding cycle.

Subject/Program Area	Long Term Goal By end of 2019 SY	What overall changes in academic and vocational abilities do you expect your students to achieve within the 2016-2017 SY?	What assessments that will be used to assess these goals? *Include pre/post dates for reading and math assessments.*	Who is responsible for giving and analyzing student results
Academic Outcomes				
Mathematics	To improve individual student growth and progress by 50%, given age appropriate instruction, through enhancing teacher's knowledge and skills through professional development.	Increase individual student growth by 15% in basic mathematic operations skills through informal assessments completed a minimum of three times per year. Increase individual student growth by 15% in basic problem solving skills through informal assessments completed a minimum of three times per year.	Informal assessments completed a minimum of three times a year.	Coordinator of Special Education
Reading	To improve individual student growth by demonstrating a 60% increase in reading comprehension and/or receptive vocabulary, through a receptive	An overall increase of individual student growth of 20% in reading comprehension and/or receptive vocabulary.	Increase percent of students who move from their base line to the next level of functioning using comprehension recall and/or comprehension and look backs (this includes frustration to instruction to independent	Coordinator of Special Education

	vocabulary test or QRI-5 informal assessment as appropriate to student population with IEPs.		and from grade level to grade level). Completion of NWEA testing and state assessments.	
Vocational Outcomes				
Career Development	To enahcne student knowledge of career clusters.	Students will identify two or more employment interest and/or careers.	Career cluster interest survey.	Director of Guidance
Vocational Education	Enhance student real world employment opportunites for the 21st century.	Students will enhance their worker behaviors while simultaneously working on their employment skills.	Vocational Behavior Abilities and skills and/or Employee Behavior Checklist. Plus situational assessments. Participation in Job/Career Fairs will increase.	Director of Guidance
Transition	Enhance students' knowledge of supports and/or resources post high school.	Students will be able to identify specific supports within their home community.	Students connecting with Vocational Rehab and/or Employment Center. Transitional activities embedded within the school program.	Director of Guidance

Easter Seals NH - Robert B. Joliceour School
Institution Name

2. Scope of Project

A. Students to Be Served

Using current data as a basis, estimate the number of students who will participate in the Title I Part D, Subpart 1 program's instructional and support related components each SY year 2016-2019. These numbers can be updated as part of subsequent program renewals.

Ages	Reading	Mathematics	Career Development	Vocational Education
5 – 10 years old	5	5	0	0
11 – 15 years old	32	32	0	0
16 – 18 years old	28	28	16	16
19+ years old	20	20	12	12

B. Staff Paid with Title I, Part D, Subpart 1 Funds

Using the chart below describe the staff to be paid with these funds.

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1	62 % FTE (5 hours per day)	Para Professional	None	$30,014
2	62% FTE (5 hours per day)	Para Professional	None	$26,104

C. Transition Coordinator

Designate an individual or individuals to be responsible for issues relating to the transition of children and youth from the institution to locally operated programs.

Roger Pinard
Name of Individual

Director of Guidance
Title of Individual

Kara Leitner
Name of Individual

Special Education Coordinator
Title of Individual

D. Staff/Student Ratio's:

Total students provided T1 D support 85 divided by Total T1 D staff FTE 2 = 45.5 to 1

Easter Seals NH - Robert B. Jolicoeur School
Institution Name

E. Program Description: (Use additional space as needed)

1) *Describe the program in sufficient detail such that a teacher implementing this project and/or parents/guardians or persons visiting would know what to expect.*

Mathematics Program: The Easter Seals Educational Programs currently provide math instruction through classroom instruction and learning activities in the classroom and in real world settings. Class sizes are small well supported by a teacher and paraprofessionals. Classroom teachers and special educators are trained in using state standards and curriculum. Title 1 funds would be utilized to contract services (curriculum consultants) and purchase curriculum materials to enhance student achievement. Math consultation and additional curriculum materials will help teachers reach the stated goal for the students.

Reading Program: Easter Seals Educational Programs currently provide trainings in the Wonders Reading program and OdysseyWare. Training updates are offered during teacher professional development worshops. Title 1 funds would be utilized to contract English Language Art Curriculum Consultants and purchase curriuclum materials to enhance student achievement. English Language Arts consultation and curriculum materials will help teachers reach the stated goal for the students.

The schools currently have a Read a Book program that encourages students to find books that interest them and provides motivation to take time in the day to read. Title 1 funds will be used to provide an increased variety of books to encourage students to read and host 2 book fairs that will expose the students to reading opportunities and engage them in a book.

Career Development: Easter Seals Educational Programs currently provide instruction and guidance services for students to develop independent living skills, career plans, and post graduate opportunities. Title 1 funds will be used to make sure that we have staff to meet the students needs and introduce them to the experiences that will provide the most growth. By having an extra staff this would provide the student the attention they need to learn in the real world setting.

Vocational Education: Easter Seals Educational Programs provide vocational and volunteer opportunities in the school setting and community. In todays competitive market, it is crutial that students enter into the world with experience and skills to help them succeed. Title 1 funding would be used to enhance these experiences and provide more individual instruction and supervision to learn the required skills.

2) *Describe function of major personnel such as home/school coordinators. (Attached job descriptions are appreciated)*

Director of Operations - Educational Services: will oversee the distribution and accountability for the Title 1 funds. This person will ensure that achievement testing and other outcome assessments are administered and that results are reviewed and used to improve practice.

Director of Guidance: Will work with special educators, guidance counselors and students at each campus to implement programming for vocational and career development services.

Para Professional: Will work with the students to make sure that they are getting exposure to vocational and career skills. They will also be supporting the student with academic and behavioral needs per their IEPs.

Easter Seals NH - Robert B. Joliceour School
Institution Name

3) *Describe any additional services, beyond instruction, for children and youth provided with these funds such as career counseling, etc.*

Students behaviors frequently interfer with their ability to receive benefit from their classroom experiences, experiences In the community and when working on job skills. Behavioral and academic supports are provided to help students get through their day. When in the classroom, community or working on job skills they may need additional supports to benefit from. These supports are critical for the

growth of all students in our educational programss. These students often need additional supports to help them meet goals that will assist them in becoming college and/or career ready.

F. Transition Services:

1) *Identify (by dollar amount) the financial reserves (must be between 15-30 percent of allocated funds) which will be used to provide transitional education services for neglected or delinquent children and youth.* ***it is required to set-aside a minimum of 15% and a maximum of 30% (each program year) of your dollars for this purpose.***

The transitional services provided for the students in our school include the services related to 40% for each para, the Transition Conference each fall and related Administration. This comes to a total of $14,701 (27.4%) for the school year and $2,450 (24.3%) for the summer.

2) *Describe how the above reserved funds will be used for transitional educational services (i.e. to re-enter school successfully or preparation for employment).*

These reserve funds will be utilized to help enhance students transition skills. This will an additional supplement to asssit students with their preparation to be career and college ready. By providing extra supports and equal experiences this can increase the opportunities for students to learn the skills needed to be successful. In creating another path for students to take, adding five HiSet seats will provide students an additional path as they prepare for their transition into adulthood.

G. Professional Development:

1) List the major **NEEDS** of the ***Title I staff and institution staff*** relating to the objectives of the Title I project that can be met by in-service training programs.

The needs for the staff members are met through ongoing professional development opportunities. Professional development in the areas of transitional needs, instruction implementation and student specific educational goals are needed in order to identify skill deficits, measure and assess student performance.

2) Describe all staff development activities to be funded by this grant. PD activities for 2016-2017 only. Activities will be updated each year with the budget summary. (How many hours of training, when, for whom, and what topics will be covered?) Include a timeline.

Teachers will attend trainings offered outside our Educational Programs in the areas of academic instruction to enhance their knowledge base with instructional strategies with a total of $2,900.00 for the school year and a total of $900.00 for the summer months.

Easter Seals NH - Robert B. Joliceour School
Institution Name

Teacher and/or Support Staff will attend NH Transition Summit on November 11, 2016 with a total cost of $380.00.

Teacher and/or Support Staff will attend the yearly Law Conference with a total amount of $400.00.

Easter Seals staff will participate in a training offered in house on how to effectively implement the ACE curriculum with a total of $2,000.00.

H. Coordination:
Describe how the program/s will be coordinated with other appropriate State and Federal programs, such as Vocational Education, Special Education, Work Force Investment Act and local dropout prevention programs. If applicable grade levels, describe how the institution will endeavor to coordinate with local businesses for training and mentoring opportunities for participating youth.

The Special Education Coordinator and Director of Guidance are a key part of the school leadership team that guides Title 1 services. The Special Education Coordinator and Guidance Counselor supports and collaborates with administration, teachers and paraprofessionals with the implementation of instructional and transitional services for students. Easter Seals Educational Programs coordinate with other individuals and community programs to identify student volunteer and paid employment opportunities. Students engaged in Title 1 funding will have access to these opportunities and will receive the support needed to enhance their knowledge of these skills outside of the classroom environment.

Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (CFDA) # 84.010, Title 1 Part D, Subpart 1, ESA.
2. The State shall pay the Contractor an amount not to exceed the Grant Limitation, specified in block 1.8 of the Grant Agreement General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1, Title I application.
3. The Contractor shall use and apply all contract funds for authorized costs to provide services in Exhibit A, Scope of Services and Exhibit A-1, Title 1 application, in accordance with the budgets in Exhibit B-1, Exhibit B-2, and Exhibit B-3.
4. Payment for services provided in accordance with Exhibit A, Scope of Services and Exhibit A-1, Title1 applications, shall be made as follows:
   - 4.1. Payments shall be made on cost reimbursement basis only, for actual incurred costs, expenses, and fees.
   - 4.2. Allowable costs, expenses and fees are those included in Exhibit B-1, Exhibit B-2, and Exhibit B-3.
5. The Contractor will submit monthly invoices using invoice forms provided by the Department, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
6. The Department invoice must be completed and signed by the Contractor, or an authorized representative, in order to initiate payment.
7. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
8. The Contractor shall submit supporting documentation that support evidence of actual expenditures, in accordance with Exhibit B-1, Exhibit B-2, and Exhibit B-3.
9. The completed invoice must be submitted to:

   DCYF Fiscal Administrator
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
10. Notwithstanding anything to the contrary herein, the Contactor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

Exhibit B

11. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.

Exhibit B-1
DCYF Title I Program
2017 Summer School
(SFY18) Budget

Line Item	Amount
Salaries	$6,066
Contracted Services - Curriculum consultant for math and reading	$2,000
Professional Development Activities	$900
Books	$1,000
Other (Administration)	$100
Total	**$10,066**

Contractor Initials ET
Date 1/9/2018

Exhibit B-2
DCYF Title I Program
2017-2018 School Year
(SFY18) Budget

Line Item	Amount
Salaries	$33,924
Contracted Services - Curriculum consultant for math and reading	$9,000
Professional Development Activities	$3,700
Supplies and Materials	$4,500
Books	$1,000
Other (Administration)	$521
Total	**$52,645**

Contractor Initials ET
Date 1/9/2018

Exhibit B-3
DCYF Title I Program
2018 Summer School
(SFY19) Budget

Line Item	Amount
Salaries	$6,249
Contracted Services - Curriculum consultant for math and reading	$2,000
Professional Development Activities	$900
Books	$1,000
Other (Administration)	$101
Total	**$10,250**

Contractor Initials ET
Date 1/9/2018

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination, or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate, or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

   The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name:

1/9/2018
Date

Name: Elin Treanor
Title: CFO

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

1/9/2018
Date

Name: Elin Tremnor
Title: CFO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials _____
Date 1/9/10/8

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

1/9/2018
Date

Name: Elin Treanor
Title: CFO

Contractor Initials ET
Date 1/9/2018

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name:

1/9/2018
Date

Name: Elin Treanor
Title: CFO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

1/9/2018
Date

Name: Elin Trennor
Title: CFO

Contractor Initials ET
Date 1/9/2018

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Easterseals NH
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Joseph Ribsam	Elin Treanor
Name of Authorized Representative	Name of Authorized Representative
Director DCYF	CFO
Title of Authorized Representative	Title of Authorized Representative
1/18/18	1/9/2018
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Easterseals NH

1/9/2018
Date

Name: Elin Treanor
Title: CFO

FORM A

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

1. The DUNS number for your entity is: 085573467

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose ofthis SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.

   2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

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

Contractor Initials ET

Date 1/9/2018

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

2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Easter Seals New Hampshire, Inc. is a New Hampshire nonprofit corporation formed November 6, 1967. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2016

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of __Easter Seals New Hampshire, Inc._____.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on __June 14, 2017_____:
(Date)

RESOLVED: That the ____Chief Financial Officer_____
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the _9th_ day of _January__, 2018_.
(Date Contract Signed)

4. _____Elin Treanor_____ is the duly elected ____Chief Financial Officer_____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke
(Signature of the Elected Officer)

STATE OF _____NH_____

County of ____Hillsborough_____

The forgoing instrument was acknowledged before me this __9th_ day of _January_, 2018__,

By _____Betty Burke_____.
(Name of Elected Officer of the Agency)

Cynthia Ross
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____ CYNTHIA ROSS, Notary Public My Commission Expires March 12, 2019

Client#: 497072 EASTESEA7

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/17/2017

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

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

PRODUCER
USI Insurance Services LLC
3 Executive Park Drive, Suite 300
Bedford, NH 03110
855 874-0123

CONTACT NAME:
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	23850
INSURER B : Philadelphia Indemnity Insuranc	18058
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Easter Seals NH, Inc.
555 Auburn Street
Manchester, NH 03103

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	PHPK1698158	09/01/2017	09/01/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X Professional Liab						MED EXP (Any one person)	$5,000
	X Host Liquor Liab						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	X	X	PHPK1698146	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X	X	PHUB596909	09/01/2017	09/01/2018	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$15,000,000
	DED X RETENTION $ $10K							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	EDP			PHPK1698158	09/01/2017	09/01/2018	$1,619,050 $500 Deductible Special Form Incl Theft	

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

Supplemental Names*:Easter Seals ME, Inc., STS, Inc., Agency Realty, Inc.,Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc.,-The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the (See Attached Descriptions)

CERTIFICATE HOLDER

NH Department of Health and Human Services
Brown Building
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.

RE: Title I Funds

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2017

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

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

PRODUCER
Hays Companies
133 Federal Street, 4th Floor
Boston MA 02110

CONTACT NAME: Moira Crosby
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: mcrosby@hayscompanies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The North River Insurance Company	21105
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Easter Seals New Hampshire, Inc
555 Auburn Street
Manchester NH 03103

COVERAGES — CERTIFICATE NUMBER: 18-19 WC — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A		406-7293041	1/1/2018	1/1/2019	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

State of NH
Dept. of Health & Human Services
129 Pleasant St.
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
James Hays/MCROSB

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easterseals

Mission:

Easterseals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.

BAKER
NEWMAN
NOYES

Easter Seals New Hampshire, Inc. and Subsidiaries

Consolidated Financial Statements and Other Financial Information

Years Ended August 31, 2017 and 2016
With Independent Auditors' Report

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION

For the Years Ended August 31, 2017 and 2016

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BAKER
NEWMAN
NOYES

Baker Newman & Noyes LLC
MAINE MASSACHUSETTS NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2017 and 2016, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

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

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

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

As discussed in note 1, effective August 31, 2016, Easter Seals NH transferred its sole member interest in Easter Seals Rhode Island, Inc. to Fedcap Rehabilitation Services, Inc. As a result, these consolidated financial statements do not include the financial position of Easter Seals Rhode Island, Inc. at August 31, 2016, while the results of operations of Easter Seals Rhode Island, Inc. are included for the year then ended.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 4, 2017, on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 4, 2017

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2017 and 2016

	2017	2016
ASSETS		
Current assets:		
Cash and cash equivalents	$ 3,619,043	$ 1,695,042
Short-term investments, at fair value	2,816,344	2,749,256
Program, and other accounts receivable, less contractual allowance of $8,302,300 in 2017, and $7,372,700 in 2016, and allowance for doubtful accounts of $2,004,100 in 2017 and $1,510,600 in 2016	9,306,185	9,240,475
Contributions receivable, less allowance for doubtful accounts of $87,500 in 2017 and $75,100 in 2016	582,508	1,050,961
Current portion of assets limited as to use	1,566,680	330,085
Prepaid expenses and other current assets	432,857	463,883
Total current assets	18,323,617	15,529,702
Assets limited as to use, net of current portion	1,523,728	1,191,998
Fixed assets, net	28,448,341	26,371,886
Property held for sale	–	252,645
Investments, at fair value	12,027,698	11,399,182
Beneficial interest in trust held by others and other assets	458,909	254,271
	$60,782,293	$54,999,684
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable	$ 2,417,236	$ 2,002,382
Accrued expenses	4,773,612	4,912,838
Current portion of deferred revenue	1,683,805	781,321
Current portion of capital lease obligation	20,995	60,617
Current portion of interest rate swap agreements	348,636	401,859
Current portion of long-term debt	2,008,973	829,680
Total current liabilities	11,253,257	8,988,697
Deferred revenue, net of current portion	–	944,167
Other liabilities	1,417,860	1,192,090
Capital lease obligation, net of current portion	–	20,995
Interest rate swap agreements, less current portion	2,293,037	3,086,120
Long-term debt, less current portion, net	22,285,106	20,205,294
Total liabilities	37,249,260	34,437,363
Net assets:		
Unrestricted	15,834,922	14,418,915
Temporarily restricted	2,683,135	1,243,906
Permanently restricted	5,014,976	4,899,500
Total net assets	23,533,033	20,562,321
	$60,782,293	$54,999,684

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2017

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Public support and revenue:				
Public support:				
Contributions, net	$ 312,482	$ 2,025,590	$ 108,733	$ 2,446,805
Special events, net of related direct costs of $911,140	160,995	1,550,279	–	1,711,274
Annual campaigns, net of related direct costs of $115,846	259,979	62,056	–	322,035
Bequests	288,456	–		288,456
Net assets released from restrictions	2,278,674	(2,278,674)	–	–
Total public support	3,300,586	1,359,251	108,733	4,768,570
Revenue:				
Fees and grants from governmental agencies and others, net	61,041,718	–	–	61,041,718
Other grants	21,339,214	–	–	21,339,214
Dividend and interest income	546,014	10,746	–	556,760
Rental income	27,225	–	–	27,225
Other	132,189	–	–	132,189
Total revenue	83,086,360	10,746	–	83,097,106
Total public support and revenue	86,386,946	1,369,997	108,733	87,865,676
Operating expenses:				
Program services:				
Public health education	280,174	–	–	280,174
Professional education	30,599	–	–	30,599
Direct services	76,585,361	–	–	76,585,361
Total program services	76,896,134	–	–	76,896,134
Supporting services:				
Management and general	7,879,911	–	–	7,879,911
Fundraising	1,314,200	–	–	1,314,200
Total supporting services	9,194,111	–	–	9,194,111
Total functional expenses	86,090,245	–	–	86,090,245
Support of National programs	38,326	–	–	38,326
Total operating expenses	86,128,571	–	–	86,128,571
Increase in net assets from operations	258,375	1,369,997	108,733	1,737,105

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2017

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Other non-operating expenses, gains and losses:				
Change in fair value of interest rate swaps	$ 846,306	$ –	$ –	$ 846,306
Net unrealized and realized gains on investments	426,221	68,662	–	494,883
Increase in fair value of beneficial interest in trust held by others	–	–	6,743	6,743
Loss on extinguishment of debt – see note 10	(63,031)	–	–	(63,031)
Loss on sales and disposals of fixed assets	(3,146)	–	–	(3,146)
Other non-operating (losses) gains	(10,987)	570	–	(10,417)
	1,195,363	69,232	6,743	1,271,338
Increase in net assets before effects of discontinued operations	1,453,738	1,439,229	115,476	3,008,443
Loss from discontinued operations – see note 15	(37,731)	–	–	(37,731)
Total increase in net assets	1,416,007	1,439,229	115,476	2,970,712
Net assets at beginning of year	14,418,915	1,243,906	4,899,500	20,562,321
Net assets at end of year	$ 15,834,922	$ 2,683,135	$5,014,976	$ 23,533,033

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2016

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Public support and revenue:				
Public support:				
Contributions, net	$ 398,559	$ 1,228,217	$ 415,485	$ 2,042,261
Special events, net of related direct costs of $829,743	292,525	1,356,066	–	1,648,591
Annual campaigns, net of related direct costs of $147,622	414,544	105,904	–	520,448
Bequests	28,066	–	50,000	78,066
Net assets released from restrictions	2,483,599	(2,483,599)	–	–
Total public support	3,617,293	206,588	465,485	4,289,366
Revenue:				
Fees and grants from governmental agencies and others, net	54,894,416	–	–	54,894,416
Other grants	20,996,874	–	–	20,996,874
Dividend and interest income	492,444	2,601	–	495,045
Rental income	26,840	–	–	26,840
Other	699,819	–	–	699,819
Total revenue	77,110,393	2,601	–	77,112,994
Total public support and revenue	80,727,686	209,189	465,485	81,402,360
Operating expenses:				
Program services:				
Public health education	273,502	–	–	273,502
Professional education	20,607	–	–	20,607
Direct services	70,998,387	–	–	70,998,387
Total program services	71,292,496	–	–	71,292,496
Supporting services:				
Management and general	7,888,590	–	–	7,888,590
Fundraising	1,280,675	–	–	1,280,675
Total supporting services	9,169,265	–	–	9,169,265
Total functional expenses	80,461,761	–	–	80,461,761
Support of National programs	37,375	–	–	37,375
Total operating expenses	80,499,136	–	–	80,499,136
Increase in net assets from operations	228,550	209,189	465,485	903,224

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2016

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Other non-operating expenses, gains and losses:				
Change in fair value of interest rate swaps	$ (668,012)	$ –	$ –	$ (668,012)
Net unrealized and realized gains on investments	267,616	8,117	–	275,733
Decrease in fair value of beneficial interest in trust held by others	–	–	(4,967)	(4,967)
Loss on sales and disposals of fixed assets	(11,659)	–	–	(11,659)
Other non-operating losses	(15,341)	–	–	(15,341)
	(427,396)	8,117	(4,967)	(424,246)
(Decrease) increase in net assets before effects of discontinued operations	(198,846)	217,306	460,518	478,978
(Loss) gain from discontinued operations – see note 15	(34,483)	2,167	–	(32,316)
(Decrease) increase in net assets before effects of deconsolidation of affiliate	(233,329)	219,473	460,518	446,662
Deconsolidation of affiliate – see note 14	(33,129)	–	(35,760)	(68,889)
Total (decrease) increase in net assets	(266,458)	219,473	424,758	377,773
Net assets at beginning of year	14,685,373	1,024,433	4,474,742	20,184,548
Net assets at end of year	$ 14,418,915	$ 1,243,906	$4,899,500	$ 20,562,321

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2017

	Program Services [1]				Supporting Services [1]			Total Program [1] and Supporting Services Expenses	
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund-Raising	Total	2017	2016
Salaries and related expenses	$164,816	$ –	$57,633,534	$57,798,350	$5,291,100	$ 989,588	$6,280,688	$64,079,038	$59,931,764
Professional fees	49,613	–	6,980,655	7,030,268	1,453,388	138,405	1,591,793	8,622,061	8,058,559
Supplies	4,514	–	2,133,879	2,138,393	58,328	40,861	99,189	2,237,582	1,954,279
Telephone	108	–	420,160	420,268	194,042	4,612	198,654	618,922	661,607
Postage and shipping	5,503	–	26,188	31,691	15,258	14,302	29,560	61,251	62,119
Occupancy	–	–	2,002,857	2,002,857	285,179	56,897	342,076	2,344,933	2,697,318
Outside printing, artwork and media	16,940	–	34,198	51,138	7,694	26,456	34,150	85,288	91,044
Travel	491	–	2,293,457	2,293,948	23,797	14,184	37,981	2,331,929	2,224,617
Conventions and meetings	20,911	30,599	184,289	235,799	7,697	13,885	21,582	257,381	204,230
Specific assistance to individuals	–	–	1,102,877	1,102,877	19,657	–	19,657	1,122,534	1,165,760
Dues and subscriptions	–	–	27,749	27,749	8,407	1,056	9,463	37,212	36,179
Minor equipment purchases and equipment rental	59	–	265,596	265,655	83,969	1,355	85,324	350,979	315,003
Ads, fees and miscellaneous	16,999	–	275,784	292,783	130,640	9,120	139,760	432,543	542,447
Interest	–	–	781,743	781,743	204,641	–	204,641	986,384	912,296
Impairment	–	–	767,632	767,632	–	–	–	767,632	–
Depreciation and amortization	220	–	1,654,763	1,654,983	96,114	3,479	99,593	1,754,576	1,604,539
	$280,174	$30,599	$76,585,361	$76,896,134	$7,879,911	$1,314,200	$9,194,111	$86,090,245	$80,461,761
	0.33%	0.04%	88.95%	89.32%	9.15%	1.53%	10.68%	100.00%	100.00%

[1] Excludes expenses related to discontinued operations – see note 15.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2016

	Program Services [1]				Supporting Services [1]			Total Program [1] and Supporting Services Expenses
	Public Health Education	Profes-sional Education	Direct Services	Total	Manage-ment and General	Fund-Raising	Total	2016
Salaries and related expenses	$159,903	$ –	$53,446,952	$53,606,855	$5,358,606	$ 966,303	$6,324,909	$59,931,764
Professional fees	60,418	–	6,409,352	6,469,770	1,441,057	147,732	1,588,789	8,058,559
Supplies	2,455	–	1,853,930	1,856,385	70,867	27,027	97,894	1,954,279
Telephone	50	–	435,407	435,457	221,650	4,500	226,150	661,607
Postage and shipping	2,707	–	28,857	31,564	21,241	9,314	30,555	62,119
Occupancy	–	–	2,414,393	2,414,393	233,578	49,347	282,925	2,697,318
Outside printing, artwork and media	23,606	–	32,160	55,766	4,815	30,463	35,278	91,044
Travel	1,205	–	2,182,663	2,183,868	30,664	10,085	40,749	2,224,617
Conventions and meetings	16,492	20,607	137,197	174,296	8,519	21,415	29,934	204,230
Specific assistance to individuals	–	–	1,157,261	1,157,261	8,324	175	8,499	1,165,760
Dues and subscriptions	175	–	26,933	27,108	7,110	1,961	9,071	36,179
Minor equipment purchases and equipment rental	–	–	230,386	230,386	78,874	5,743	84,617	315,003
Ads, fees and miscellaneous	6,227	–	394,751	400,978	137,768	3,701	141,469	542,447
Interest	–	–	744,076	744,076	168,220	–	168,220	912,296
Depreciation and amortization	264	–	1,504,069	1,504,333	97,297	2,909	100,206	1,604,539
	$273,502	$20,607	$70,998,387	$71,292,496	$7,888,590	$1,280,675	$9,169,265	$80,461,761
	0.34%	0.02%	88.24%	88.60%	9.80%	1.60%	11.40%	100.00%

[1] Excludes expenses related to discontinued operations – see note 15.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2017 and 2016

	2017	2016
Cash flows from operating activities:		
Increase in net assets	$ 2,970,712	$ 377,773
Adjustments to reconcile increase in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	1,754,576	1,604,539
Impairment	767,632	–
Bad debt provision	2,284,863	984,511
(Increase) decrease in fair value of beneficial interest in trust held by others	(6,743)	4,967
Net gain on sales and disposals of fixed assets and property held for sale	(3,329)	(41,204)
Loss on extinguishment of debt	63,031	–
Change in fair value of interest rate swaps	(846,306)	668,012
Net unrealized and realized gains on investments	(494,883)	(275,733)
Deconsolidation of affiliates – see note 14	–	68,889
Temporarily restricted contributions	(2,025,590)	(1,228,217)
Permanently restricted contributions	(108,733)	(415,485)
Changes in operating assets and liabilities:		
Accounts receivable from affiliates	–	98,710
Program and other accounts receivable	(2,350,573)	(3,110,706)
Contributions receivable	468,453	(445,705)
Prepaid expenses and other current assets	31,026	739,182
Other assets	(363,547)	28,331
Accounts payable and accrued expenses	275,628	880,435
Deferred revenue	(41,683)	(377,956)
Other liabilities	225,770	181,982
Net cash provided (used) by operating activities	2,600,304	(257,675)
Cash flows from investing activities:		
Purchases of fixed assets	(4,467,192)	(5,062,802)
Proceeds from sale of fixed assets and property held for sale	290,155	912,714
Cash provided for deconsolidation of affiliate	–	(500)
Change in investments, net	(200,721)	(1,622,433)
Change in assets limited as to use	(1,568,325)	(197,887)
Net cash used by investing activities	(5,946,083)	(5,970,908)
Cash flows from financing activities:		
Repayment of long-term debt and capital lease obligation	(18,945,588)	(4,152,220)
Issuance of long-term debt, net of bond issuance costs	22,081,045	5,079,404
Repayments on lines of credit	–	(262,356)
Temporarily restricted contributions	2,025,590	1,228,217
Permanently restricted contributions	108,733	415,485
Net cash provided by financing activities	5,269,780	2,308,530

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2017 and 2016

	2017	2016
Increase (decrease) in cash and cash equivalents	$ 1,924,001	$ (3,920,053)
Cash and cash equivalents, beginning of year	1,695,042	5,615,095
Cash and cash equivalents, end of year	$ 3,619,043	$ 1,695,042
Supplemental disclosure of cash flow information:		
Interest paid	$ 942,000	$ 948,000

In 2016, Easter Seals New Hampshire, Inc. transferred its sole member interest in Easter Seals Rhode Island, Inc. to an unrelated party (see note 14).

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals Maine, Inc. (Easter Seals ME); The Harbor Schools Incorporated (Harbor Schools); Manchester Alcoholism Rehabilitation Center; and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

On August 31, 2016, Easter Seals NH entered into an agreement with Fedcap Rehabilitation Services, Inc. (Fedcap), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals RI to Fedcap for no consideration. See note 14. The accompanying consolidated statements of activities include the results of operations of Easter Seals RI through the date Easter Seals NH's sole member interest was transferred.

Effective October 26, 2016, Agency Realty, Inc. was dissolved and all properties were transferred to Easter Seals New Hampshire, Inc.

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, Maine, Massachusetts (prior to the closure of Harbor Schools, see note 15), Rhode Island (prior to deconsolidation), and Vermont.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. Significant intercompany accounts and transactions have been eliminated in consolidation.

Cash and Cash Equivalents

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. As of August 31, 2017 and 2016, approximately $1,705,000 and $1,262,000, respectively, of cash and cash equivalents, and approximately $2,816,000 and $2,749,000, respectively, of investments were on-hand under this practice. Because such funds are available and may be used in current operations, they have been classified as current in the accompanying consolidated statements of financial position.

2. Summary of Significant Accounting Policies (Continued)

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other non-operating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

Beneficial Interest in Trust

Easter Seals NH is the beneficiary of a trust held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in permanently restricted net assets, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other non-operating expenses, gains and losses as permanently restricted activity.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements and the carrying value of equipment financed by capital leases are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. See also note 7.

Property held for sale is recorded at the lower of net realizable value or carrying value. No impairment losses were recognized in 2017 or 2016.

Intangible Assets and Long-Lived Assets

Accounting rules require that intangible assets with estimable or determinable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and be reviewed by management for impairment. Intangible assets at August 31, 2016 consisted of a patient list obtained in the acquisition of Webster Place in 2012 (in May 2013, Webster Place was merged with Manchester Alcoholism Rehabilitation Center).

2. Summary of Significant Accounting Policies (Continued)

Amortization expense recognized in 2017 and 2016 totaled $33,131 and $33,130, respectively.

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Based on current facts, estimates and assumptions, management believed that the patient list was impaired in 2017 and recorded $132,521 in impairment to write-off the remaining book value. Additionally, management believed that certain fixed assets were impaired in 2017 and recorded $635,111 in impairment related to those long-term assets. No other long-lived assets were deemed impaired at August 31, 2017 and 2016.

Bond Issuance Costs

Bond issuance costs are being amortized to interest expense using the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Interest expense recognized on the amortization of bond issuance costs during 2017 and 2016 was $5,069 and $3,072 respectively. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statement of financial position.

Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known.

Revenues are recognized as earned, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectability of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision in 2017 and 2016 totaled $2,284,863 and $984,511 respectively, and is recorded against fees and grants from governmental agencies and others and contributions. The increase in bad debt provision in 2017 is due to growth in services provided by Manchester Alcoholism Rehabilitation Center. See also note 5.

2. Summary of Significant Accounting Policies (Continued)

Easter Seals NH has agreements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. Contractual allowances for program and other accounts receivable at August 31, 2017 and 2016 were $8,302,300 and $7,372,700, respectively. The total contractual adjustments provided in 2017 and 2016 totaled $42,812,400 and $22,364,200, respectively, and are recorded against fees and grants from governmental agencies and others. The increase in contractual adjustments in 2017 is primarily due to growth in services provided by Manchester Alcoholism Rehabilitation Center and an increase in these services being covered by third-party payors.

Unconditional contributions are recognized when pledged.

Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately $6,701,000 and $5,611,000 for the years ended August 31, 2017 and 2016, respectively.

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals ME, Easter Seals VT, Harbor Schools and Manchester Alcoholism Rehabilitation Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. Agency Realty, Inc., through to the date of its dissolution (see note 1) received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(2) of the Internal Revenue Code.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with accounting principles generally accepted in the United States of America, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

2. Summary of Significant Accounting Policies (Continued)

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in accounting for the allowance for doubtful accounts, contractual allowances, workers' compensation liabilities and contingencies.

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 10. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2017 and 2016, Easter Seals NH had recognized a liability of $2,641,673 and $3,487,979, respectively, as a result of the interest rate swap agreements discussed in note 10. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an increase in net assets of $846,306 and a decrease in net assets of $668,012 for the years ended August 31, 2017 and 2016, respectively, in the accompanying consolidated statements of activity and changes in net assets.

Increase in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase in net assets from operations. The primary transactions reported as other non-operating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trust held by others, gains and losses on sales and disposals of fixed assets, and net realized and unrealized gains and losses on investments.

2. Summary of Significant Accounting Policies (Continued)

Recent Accounting Pronouncements

Effective for the year ended August 31, 2017, Easter Seals NH retroactively adopted the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2015-03, *Interest – Imputation of Interest*, which changes the presentation of debt issuance costs by requiring that debt issuance costs related to a recognized debt liability be presented in the consolidated statement of financial position as a direct deduction from the carrying amount of that debt liability and amortized to interest expense, consistent with debt discounts. The recognition and measurement guidance for debt issuance costs is not affected by the ASU. As a result of the adoption, Easter Seals NH has reclassified unamortized bond issuance costs in the amount of $56,073 from bond issuance costs, net on the accompanying consolidated statement of financial position at August 31, 2016 and presented the amount as a reduction of long-term debt, as required by the ASU. The adoption has no effect on Easter Seals NH's net assets, consolidated statement of activities and changes in net assets or statement of cash flows for the year ended August 31, 2016

In May 2014, the FASB issued No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which Easter Seals NH expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance when it becomes effective. ASU 2014-09 is effective for Easter Seals NH on September 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. Management is currently evaluating the impact that ASU 2014-09 will have on Easter Seals NH's consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842),* which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for Easter Seals NH beginning September 1, 2020, with early adoption permitted. The guidance may be adopted retrospectively. Management is currently evaluating the impact this guidance will have on Easter Seals NH's consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* (ASU 2016-14). Under ASU 2016-14, there is a change in presentation and disclosure requirements for not-for-profit entities to provide more relevant information about their resources (and the changes in those resources) to donors, grantors, creditors, and other users. These include qualitative and quantitative requirements in net asset classes, investment return, expenses, liquidity and availability of resources and presentation of operating cash flows. ASU 2016-14 is effective for Easter Seals NH on September 1, 2018, with early adoption permitted. Management is currently evaluating the impact of the pending adoption of ASU 2016-14 on Easter Seals NH's consolidated financial statements.

Reclassifications

Certain reclassifications have been made to the 2016 consolidated financial statements to conform to the 2017 presentation.

2. Summary of Significant Accounting Policies (Continued)

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 4, 2017, the date these consolidated financial statements were available to be issued.

3. Classification of Net Assets

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use by Easter Seals NH has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of activities and changes in net assets as net assets released from restrictions. Permanently restricted net assets have been restricted by donors to be maintained by Easter Seals NH in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

3. Classification of Net Assets (Continued)

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds at August 31, 2017 and 2016 are as follows:

	Temporarily Restricted	Permanently Restricted	Total
2017			
Camping program	$ 4,052	$ 365,969	$ 370,021
Other programs	52,585	430,204	482,789
Operations	–	3,994,823	3,994,823
Total endowment net assets	$56,637	$4,790,996	$4,847,633
2016			
Camping program	$ 2,944	$ 365,969	$ 368,913
Other programs	12,102	395,178	407,280
Operations	–	3,879,484	3,879,484
Total endowment net assets	$15,046	$4,640,631	$4,655,677

Changes in Endowment Net Assets

During the years ended August 31, 2017 and 2016, Easter Seals NH had the following endowment-related activities:

	Temporarily Restricted	Permanently Restricted	Total
Net endowment assets, August 31, 2015	$ 13,552	$4,345,395	$4,358,947
Investment return:			
Investment income, net of fees	9,802	–	9,802
Net appreciation (realized and unrealized)	551	–	551
Contributions	–	295,236	295,236
Appropriated for expenditure	(8,859)	–	(8,859)
Net endowment assets, August 31, 2016	15,046	4,640,631	4,655,677
Investment return:			
Investment income, net of fees	25,641	–	25,641
Net appreciation (realized and unrealized)	20,017	–	20,017
Contributions	–	150,365	150,365
Appropriated for expenditure	(4,067)	–	(4,067)
Net endowment assets, August 31, 2017	$ 56,637	$4,790,996	$4,847,633

3. Classification of Net Assets (Continued)

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2017 and 2016 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total Non-Endowment Net Assets
2017				
Veterans program	$ –	$ 715,361	$ –	$ 715,361
Other programs	–	184,462	–	184,462
Operations	15,834,922	1,726,675	223,980	17,785,577
Total non-endowment net assets	$15,834,922	$2,626,498	$223,980	$18,685,400
2016				
Seniors program	$ –	$ 2,336	$ –	$ 2,336
Veterans program	86,638	476,393	–	563,031
Other programs	–	217,631	–	217,631
Operations	14,332,277	532,500	258,869	15,123,646
Total non-endowment net assets	$14,418,915	$1,228,860	$258,869	$15,906,644

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2017 or 2016.

Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

3. Classification of Net Assets (Continued)

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

4. Contributions Receivable

Contributions receivable from donors as of August 31, 2017 and 2016 are $946,055 and $1,050,961, respectively, net of an allowance for doubtful accounts of $87,500 and $75,100, respectively. The long-term portion of contributions receivable are recorded in other assets in the accompanying consolidated statements of financial position. Gross contributions are due as follows at August 31, 2017:

2018	$ 670,008
2019	234,958
2020	81,358
2021	44,000
2022	2,500
Thereafter	731
	$1,033,555

5. Manchester Alcoholism Rehabilitation Center Revenues

Revenues related to providing health services are recorded net of contractual allowances, discounts and any provision for bad debts. Substantially all such adjustments in 2017 and 2016 are related to Manchester Alcoholism Rehabilitation Center. An estimated breakdown of Manchester Alcoholism Rehabilitation Center's revenue, net of contractual allowances, discounts and provision for bad debts recorded in fees and grants from governmental agencies and others recognized in 2017 and 2016 from major payor sources, is as follows:

	Gross Revenues	Contractual Allowances and Discounts	Provision for Bad Debts	Revenues, Net
2017				
Private payors (includes coinsurance and deductibles)	$33,264,634	$(21,055,057)	$(1,855,504)	$10,354,073
Medicaid	23,941,745	(20,604,836)	(164,539)	3,172,370
Medicare	577,683	(18,639)	(87)	558,957
Self-pay	632,930	(98,180)	(209,128)	325,622
	$58,416,992	$(41,776,712)	$(2,229,258)	$14,411,022

5. Manchester Alcoholism Rehabilitation Center Revenues (Continued)

	Gross Revenues	Contractual Allowances and Discounts	Provision for Bad Debts	Revenues, Net
2016				
Private payors (includes coinsurance and deductibles)	$18,368,651	$(10,842,721)	$ (519,320)	$ 7,006,610
Medicaid	13,220,573	(10,610,872)	(46,051)	2,563,650
Medicare	318,995	(9,599)	(24)	309,372
Self-pay	349,502	(50,560)	(58,531)	240,411
	$32,257,721	$(21,513,752)	$ (623,926)	$10,120,043

6. Leases

Operating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately $1,046,000 and $1,042,000 for the years ended August 31, 2017 and 2016, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2017, through the remaining contractual term of the underlying lease agreements, are as follows:

2018	$641,380
2019	409,830
2020	382,277
2021	294,916
2022	238,854
Thereafter	21,080

Capital

In 2015, Easter Seals NH entered into a three year lease agreement with a bank for certain computer equipment. Payments made under this agreement for the years ended August 31, 2017 and 2016 were $60,617 and $58,886, respectively. The carrying value of assets recorded under the capital lease totaled $17,533 and $74,282, net of accumulated amortization of $161,286 and $104,537 for the years ended August 31, 2017 and 2016, respectively. Amortization expense related to the above capital lease is a component of depreciation expense in the accompanying consolidated statements of functional expenses. Interest expense recognized on the capital lease in 2017 and 2016 was insignificant.

Future minimum payments required for the above capital lease at August 31, 2017 are as follows:

2018	$20,995

7. Fixed Assets

Fixed assets consist of the following at August 31:

	2017	2016
Buildings	$ 27,501,343	$ 29,172,825
Land and land improvements	2,989,333	2,925,950
Leasehold improvements	120,539	128,330
Office equipment and furniture	8,609,250	7,929,113
Vehicles	2,750,511	3,074,068
Construction in progress	2,806,165	250,175
	44,777,141	43,480,461
Less accumulated depreciation and amortization	(16,328,800)	(17,108,575)
	$ 28,448,341	$ 26,371,886

Depreciation and amortization expense related to fixed assets totaled $1,721,445 and $1,571,409 in 2017 and 2016, respectively.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately $1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH must continue to use the building as a child care center. Should Easter Seals NH cease to operate the program, or wish to sell or donate the property, Easter Seals NH must first provide the donor with the opportunity to purchase the property for $1. The contribution representing the fair value of the building has been recorded as deferred revenue at August 31, 2017 and 2016.

At August 31, 2017, Easter Seals NH had construction and development commitments outstanding totaling approximately $1,012,000.

8. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

	2017	2016
Cash and cash equivalents	$ 1,873,318	$ 514,040
Marketable equity securities	1,450,878	1,225,399
Mutual funds	13,244,995	12,795,566
Corporate and foreign bonds	940,042	707,444
Government and agency securities	425,217	428,072
	17,934,450	15,670,521
Less: assets limited as to use	(3,090,408)	(1,522,083)
Total investments, at fair value	$14,844,042	$14,148,438

8. Investments and Assets Limited as to Use (Continued)

The composition of assets limited as to use at August 31, 2017 and 2016 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

	2017	2016
Under a deferred compensation plan (see note 9):		
Investments	$1,417,727	$1,191,998
Maintained in escrow to make required payments on revenue bonds (see note 10):		
Cash and cash equivalents	1,672,681	330,085
Total assets limited as to use	$3,090,408	$1,522,083

The principal components of investment income and net realized and unrealized gains (losses) included in continuing operations and other non-operating expenses, gains and losses are summarized below.

	2017	2016
Unrestricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	$ 546,014	$ 492,444
Net unrealized gains	305,131	107,141
Net realized gains	121,090	160,475
	972,235	760,060
Restricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	10,746	2,601
Net unrealized gains	51,569	2,138
Net realized gains	17,093	5,979
	79,408	10,718
	$1,051,643	$ 770,778

9. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 2% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately $479,000 and $489,000 for the years ended August 31, 2017 and 2016, respectively.

9. Retirement Plans (Continued)

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately $106,000 and $105,000 to this plan during the years ended August 31, 2017 and 2016, respectively. The assets and liabilities associated with this plan were $1,417,727 and $1,191,998 at August 31, 2017 and 2016, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

10. Borrowings

Borrowings consist of the following at August 31:

	2017	2016
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with an annual LIBOR-based variable rate equal to the sum of (a) 0.6501 times one-month LIBOR, plus (b) 0.6501 times 2.65% (2.52% at August 31, 2017), due in annual principal payments increasing from $38,750 to $76,250 with a final payment of $3,029,996 due in December 2031, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	$12,705,000	$ –
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.25%, annual principal payments continually increasing from $15,310 to $24,110 with a final payment of $4,542,129 due in December 2031, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	9,052,520	–
Revenue Bonds, Series 2004A, tax exempt, issued through NHHEFA, with a variable rate determined through weekly remarketing, due in annual principal payments continually increasing from $440,000 to $1,060,000. Paid in full in December 2016 using proceeds from Series 2016A.	–	13,455,000
Mortgage note payable to a bank with a variable rate of LIBOR plus 2.25%, principal and interest payable monthly. Paid in full in December 2016 using proceeds from Series 2016B.	–	4,787,320
Various notes payable to a bank with fixed interest rates ranging from 2.24% to 2.50%, various principal and interest payments ranging from $121 to $2,923 payable monthly through dates ranging from April 2018 through August 2021, secured by vehicles with a net book value of $383,601 at August 31, 2017.	312,440	430,052

10. Borrowings (Continued)

	2017	2016
Mortgage note payable to a bank with a fixed rate of 3.25%. Principal and interest of $12,200 payable monthly, due in February 2030, secured by an interest in certain property with a net book value of $4,645,708 at August 31, 2017.	$ 2,355,174	$ 2,418,675
	24,425,134	21,091,047
Less current portion	2,008,973	829,680
Less net unamortized bond issuance costs	131,055	56,073
	$22,285,106	$20,205,294

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2018	$ 2,008,973
2019	855,825
2020	858,076
2021	878,972
2022	876,330
Thereafter	18,946,958
	$24,425,134

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. had an agreement with a bank for a $500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 were converted to various term notes secured by vehicles, as described above. Included in long-term debt are four notes payable totaling $58,244 and five notes payable totaling $124,628 at August 31, 2017 and 2016, respectively.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a $500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH on demand. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are twenty-five notes payable totaling $254,196 and twenty-three notes payable totaling $305,424 at August 31, 2017 and 2016, respectively, that originated under this agreement. Availability under this agreement at August 31, 2017 and 2016 is $245,804 and $194,576, respectively.

10. Borrowings (Continued)

On August 31, 2015, Easter Seals NH entered into a revolving line of credit with a bank. Borrowing availability is up to $4 million (a portion of which is secured by available letters of credit of $50,000). Outstanding advances are due on demand. The interest rate charged on outstanding borrowings was at LIBOR rounded up to the nearest one-eighth of one percent plus 2.25%, subsequently amended in January 2017 to LIBOR rounded up to the nearest one-eighth of one percent plus 2.10% (3.35% at August 31, 2017). Under an event of default, the interest rate will increase from LIBOR plus 2.10% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Easter Seals VT and Manchester Alcoholism Rehabilitation Center. The agreement requires that collective borrowings under the line of credit be reduced to $1,000,000 for 30 consecutive days during each calendar year. There were no outstanding balances at August 31, 2017 and 2016.

NHHEFA 2016A and 2016B Revenue Bonds

On December 20, 2016, Easter Seals NH issued $13,015,000 in Series 2016A Tax Exempt Revenue Bonds. These bonds were used to refinance the Series 2004A Revenue Bonds. The 2004A revenue bonds required that Easter Seals NH maintain certain reserve funds with a trustee for certain required principal and interest payments, which amounts of $330,085 were included in assets limited as to use as of August 31, 2016. Easter Seals NH also had two letters of credit securing the 2004A revenue bonds totaling $13,620,430, which were not renewed as part of the refinancing transaction. Easter Seals NH incurred fees totaling approximately $56,000 and $172,000 in 2017 and 2016, respectively, relating to the letters of credit.

Also, on December 20, 2016, Easter Seals NH issued $9,175,000 in Series 2016B Tax Exempt Revenue Bonds. The bonds were issued to refinance an existing mortgage and to obtain funds for certain planned capital projects.

In connection with the refinancing of the 2004A revenue bonds, Easter Seals NH incurred a loss on extinguishment of debt totaling $63,031, primarily related to the write-off of certain unamortized bond issuance costs.

Mortgage Notes Payable

On February 18, 2015, Easter Seals NH and Manchester Alcoholism Rehabilitation Center entered into a $2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The initial interest rate charged is fixed at 3.25%. Monthly principal and interest payments are $12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

10. Borrowings (Continued)

Interest Rate Swap Agreement

Easter Seals NH had an interest rate swap agreement with a bank in connection with the Series 2004A NHHEFA Revenue Bonds. The swap agreement had an outstanding notional amount of $13,455,000 at August 31, 2016. On December 1, 2016, an amendment to this agreement was executed in anticipation of the refinancing of the 2004A revenue bonds to change the interest rate charged from 3.54% to 3.62% and the floating rate from LIBOR times 0.67 to LIBOR times 0.6501. The swap agreement has an outstanding notional amount of $12,705,000 at August 31, 2017 which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

The fair value of the above interest rate swap agreement totaled $2,641,673 and $3,487,979 at August 31, 2017 and 2016, respectively, $348,636 and $401,859 of which was current at August 31, 2017 and 2016, respectively. During the years ended August 31, 2017 and 2016 net payments required by the agreement totaled $401,992 and $445,705, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 13 with respect to fair value determinations.

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2017, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

11. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

12. Related Party Transactions

Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were $38,326 and $37,375 for the years ended August 31, 2017 and 2016, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

13. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2017 and 2016.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

13. Fair Value of Financial Instruments (Continued)

Interest Rate Swap Agreement

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

At August 31, 2017 and 2016, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	Level 1	Level 2	Level 3	Total
2017				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	$ 1,873,318	$ –	$ –	$ 1,873,318
Marketable equity securities:				
Large-cap	1,139,744	–	–	1,139,744
International	311,134	–	–	311,134
Mutual funds, open-ended:				
Short-term fixed income	4,254,127	–	–	4,254,127
Intermediate-term bond fund	1,098,931	–	–	1,098,931
High yield bond fund	52,926	–	–	52,926
Foreign bond	34,863	–	–	34,863
Government securities	491,892	–	–	491,892
Emerging markets bond	64,867	–	–	64,867
International equities	977,737	–	–	977,737
Domestic, large-cap	859,050	–	–	859,050
Domestic, small-cap	339,680	–	–	339,680
Domestic, multi alt	861,055	–	–	861,055
Real estate fund	188,220	–	–	188,220
Mutual funds, closed-ended:				
Domestic, large-cap	2,949,475	–	–	2,949,475
Domestic, mid-cap	499,421	–	–	499,421
Domestic, small-cap	240,364	–	–	240,364
Fixed Income and bond	4,577	–	–	4,577
International equity	327,810	–	–	327,810
Corporate and foreign bonds	–	940,042	–	940,042
Government and agency securities	–	425,217	–	425,217
	$16,569,191	$1,365,259	$ –	$17,934,450

13. Fair Value of Financial Instruments (Continued)

	Level 1	Level 2	Level 3	Total
Beneficial interest in trust held by others:				
Money market funds	$ 7,943	$ –	$ –	$ 7,943
Marketable equity securities:				
Large-cap	66,063	–	–	66,063
Mutual funds:				
Domestic fixed income	–	21,357	–	21,357
	$ 74,006	$ 21,357	$ –	$ 95,363
Liabilities:				
Interest rate swap agreement	$ –	$ –	$2,641,673	$ 2,641,673
2016				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	$ 514,040	$ –	$ –	$ 514,040
Marketable equity securities:				
Large-cap	950,981	–	–	950,981
International	274,418	–	–	274,418
Mutual funds, open-ended:				
Short-term fixed income	4,137,513	–	–	4,137,513
Intermediate-term bond fund	1,069,980	–	–	1,069,980
High yield bond fund	261,064	–	–	261,064
Foreign bond	32,125	–	–	32,125
Government securities	629,914	–	–	629,914
Emerging markets bond	16,447	–	–	16,447
International equities	831,645	–	–	831,645
Domestic, large-cap	1,209,550	–	–	1,209,550
Domestic, small-cap	319,877	–	–	319,877
Domestic, multi alt	689,565	–	–	689,565
Real estate fund	178,540	–	–	178,540
Emerging markets mutual	4,041			4,041
Mutual funds, closed-ended:				
Domestic, large-cap	2,450,022	–	–	2,450,022
Domestic, mid-cap	451,852	–	–	451,852
Domestic, small-cap	217,021	–	–	217,021
Fixed Income and bond	2,909	–	–	2,909
International equity	293,501	–	–	293,501
Corporate and foreign bonds	–	707,444	–	707,444
Government and agency securities	–	428,072	–	428,072
	$14,535,005	$1,135,516	$ –	$15,670,521

13. Fair Value of Financial Instruments (Continued)

	Level 1	Level 2	Level 3	Total
Beneficial interest in trust held by others:				
Money market funds	$ 8,712	$ –	$ –	$ 8,712
Marketable equity securities:				
Large-cap	59,700	–	–	59,700
Mutual funds:				
Domestic fixed income	–	20,208	–	20,208
	$ 68,412	$ 20,208	$ –	$ 88,620
Liabilities:				
Interest rate swap agreement	$ –	$ –	$3,487,979	$ 3,487,979

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2017 and 2016:

	Interest Rate Swap
Ending balance, August 31, 2015	$ (2,819,967)
Unrealized loss, net	(668,012)
Ending balance, August 31, 2016	(3,487,979)
Unrealized gain, net	846,306
Ending balance, August 31, 2017	$ (2,641,673)

Easter Seals NH's other financial instruments, including cash and cash equivalents, accounts receivable from affiliates, program and other accounts receivable, contributions receivable, accounts payable, lines of credit, and long-term debt, have fair values approximating their carrying values because of the short-term nature of the financial instruments or because interest rates approximate current market rates.

14. Deconsolidation of Related Entities

On August 31, 2016, Easter Seals NH entered into an agreement with Fedcap, an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals RI to Fedcap for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals RI were transferred to Fedcap effective August 31, 2016. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals RI. Easter Seals NH recognized a decrease in net assets of $68,889 as a result of the deconsolidation of Easter Seals RI. The accompanying 2016 consolidated financial statements include the operating results of Easter Seals RI for the period from September 1, 2015 through August 31, 2016.

14. Deconsolidation of Related Entities (Continued)

Summary statements of financial position and activities of Easter Seals RI for the year ended August 31, 2016 are as follows:

	Easter Seals RI August 31, 2016
Assets:	
Cash and cash equivalents	$ 500
Investments, at fair value	5,521
Beneficial interest in trust held by others	35,760
Fixed assets, net	23,039
Other assets	11,288
Total assets	76,108
Liabilities:	
Accrued expenses	(7,219)
Total liabilities	(7,219)
Net assets	$68,889

	Year Ended August 31, 2016
Total public support and revenue	$ 1,367,290
Total operating expenses	(1,437,574)
Other non-operating expenses, gains and losses, net	1,054
Decrease in net assets before discontinued operations	$ (69,230)

Total decrease in net assets for Easter Seals RI for the year ended August 31, 2016 includes forgiveness of accounts payable and due to affiliates of $66,702.

15. Discontinued Operations

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations, as follows:

- On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary.

15. Discontinued Operations (Continued)

- On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing. On June 23, 2017, Easter Seals NH sold the last property at 57 Webster Street.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

Summary statements of financial position for each of the above discontinued programs/entities as of August 31, 2017 and 2016 are as follows:

	Harbor Schools		New Hampshire	
	2017	2016	2017	2016
Total assets	$201,786	$211,251	$ –	$252,645
Total liabilities	–	–	–	–
Net assets (deficit):				
Unrestricted	149,764	159,799	–	252,645
Temporarily restricted	28,196	27,626	–	–
Permanently restricted	23,826	23,826	–	–

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2017 and 2016 are as follows:

	Harbor Schools		New Hampshire	
	2017	2016	2017	2016
Total public support and revenue	$ 1,123	$ 22,193	$ –	$ –
Operating expenses	(10,035)	(101,200)	(34,741)	(7,146)
Other non-operating expense, (losses) or gains	(553)	974	–	–
Gain on sale of properties, net	–	52,863	6,475	–
Total decrease in net assets	$ (9,465)	$ (25,170)	$ (28,266)	$ (7,146)

16. Concentrations

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals' investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of $2,816,344 and $2,749,256 as of August 31, 2017 and 2016, respectively.

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2017

ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Elimin-ations	Total
Current assets:							
Cash and cash equivalents	$ 3,589,555	$ 19,385	$ 10,103	$ –	$ –	$ –	$ 3,619,043
Short-term investments	2,816,344	–	–	–	–	–	2,816,344
Accounts receivable from affiliates	1,489,181	1,668,124	–	–	149,764	(3,307,069)	–
Program and other accounts receivable, net	8,599,952	691,294	14,939	–	–	–	9,306,185
Contributions receivable, net	568,342	920	13,246	–	–	–	582,508
Current portion of assets limited as to use	1,566,680	–	–	–	–	–	1,566,680
Prepaid expenses and other current assets	389,372	12,775	30,710	–	–	–	432,857
Total current assets	19,019,426	2,392,498	68,998	–	149,764	(3,307,069)	18,323,617
Assets limited as to use, net of current portion	1,511,218	12,510	–	–	–	–	1,523,728
Fixed assets, net	28,359,254	75,573	13,514	–	–	–	28,448,341
Investments, at fair value	11,975,676	–	–	–	52,022	–	12,027,698
Beneficial interest in trust held by others and other assets	458,909	–	–	–	–	–	458,909
	$61,324,483	$2,480,581	$ 82,512	$ –	$201,786	$(3,307,069)	$60,782,293

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Elimin-ations	Total
Current liabilities:							
Accounts payable	$ 2,388,870	$ 25,812	$ 2,554	$ –	$ –	$ –	$ 2,417,236
Accrued expenses	4,750,875	–	22,737	–	–	–	4,773,612
Accounts payable to affiliates	–	–	3,307,069	–	–	(3,307,069)	–
Current portion of deferred revenue	1,635,253	33,557	14,995	–	–	–	1,683,805
Current portion of capital lease obligation	20,995	–	–	–	–	–	20,995
Current portion of interest rate swap agreements	348,636	–	–	–	–	–	348,636
Current portion of long-term debt	2,008,973	–	–	–	–	–	2,008,973
Total current liabilities	11,153,602	59,369	3,347,355	–	–	(3,307,069)	11,253,257
Other liabilities	1,405,350	12,510	–	–	–	–	1,417,860
Interest rate swap agreements, less current portion	2,293,037	–	–	–	–	–	2,293,037
Long-term debt, less current portion, net	22,285,106	–	–	–	–	–	22,285,106
Total liabilities	37,137,095	71,879	3,347,355	–	–	(3,307,069)	37,249,260
Net assets (deficit):							
Unrestricted	16,553,419	2,401,641	(3,269,902)	–	149,764	–	15,834,922
Temporarily restricted	2,642,819	7,061	5,059	–	28,196	–	2,683,135
Permanently restricted	4,991,150	–	–	–	23,826	–	5,014,976
Total net assets (deficit)	24,187,388	2,408,702	(3,264,843)	–	201,786	–	23,533,033
	$61,324,483	$2,480,581	$ 82,512	$ –	$201,786	$(3,307,069)	$60,782,293

* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2016

ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Elimin-ations	Total
Current assets:							
Cash and cash equivalents	$ 1,667,032	$ 22,471	$ 5,539	$ –	$ –	$ –	$ 1,695,042
Short-term investments	2,749,256	–	–	–	–	–	2,749,256
Accounts receivable from affiliates	915,970	1,946,359	–	–	158,366	(3,020,695)	–
Program and other accounts receivable, net	8,511,811	560,864	166,367	–	1,433	–	9,240,475
Contributions receivable, net	1,011,461	925	38,575	–	–	–	1,050,961
Current portion of assets limited as to use	330,085	–	–	–	–	–	330,085
Prepaid expenses and other current assets	411,896	13,051	38,936	–	–	–	463,883
Total current assets	15,597,511	2,543,670	249,417	–	159,799	(3,020,695)	15,529,702
Assets limited as to use, net of current portion	1,186,340	5,658	–	–	–	–	1,191,998
Fixed assets, net	26,294,673	57,642	19,571	–	–	–	26,371,886
Property held for sale	252,645	–	–	–	–	–	252,645
Investments, at fair value	11,347,730	–	–	–	51,452	–	11,399,182
Beneficial interest in trust held by others and other assets	254,271	–	–	–	–	–	254,271
	$54,933,170	$2,606,970	$ 268,988	$ –	$211,251	$(3,020,695)	$54,999,684

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Elimin-ations	Total
Current liabilities:							
Accounts payable	$ 1,984,793	$ 16,108	$ 1,481	$ –	$ –	$ –	$ 2,002,382
Accrued expenses	4,846,594	23,124	43,120	–	–	–	4,912,838
Accounts payable to affiliates	–	–	3,020,695	–	–	(3,020,695)	–
Current portion of deferred revenue	772,270	3,800	5,251	–	–	–	781,321
Current portion of capital lease obligation	60,617	–	–	–	–	–	60,617
Current portion of interest rate swap agreements	401,859	–	–	–	–	–	401,859
Current portion of long-term debt	829,680	–	–	–	–	–	829,680
Total current liabilities	8,895,813	43,032	3,070,547	–	–	(3,020,695)	8,988,697
Deferred revenue, net of current portion	944,167	–	–	–	–	–	944,167
Other liabilities	1,186,432	5,658	–	–	–	–	1,192,090
Capital lease obligation, net of current portion	20,995	–	–	–	–	–	20,995
Interest rate swap agreements, less current portion	3,086,120	–	–	–	–	–	3,086,120
Long-term debt, less current portion, net	20,205,294	–	–	–	–	–	20,205,294
Total liabilities	34,338,821	48,690	3,070,547	–	–	(3,020,695)	34,437,363
Net assets (deficit):							
Unrestricted	14,515,689	2,543,775	(2,800,348)	–	159,799	–	14,418,915
Temporarily restricted	1,202,986	14,505	(1,211)	–	27,626	–	1,243,906
Permanently restricted	4,875,674	–	–	–	23,826	–	4,899,500
Total net assets (deficit)	20,594,349	2,558,280	(2,801,559)	–	211,251	–	20,562,321
	$54,933,170	$2,606,970	$ 268,988	$ –	$211,251	$(3,020,695)	$54,999,684

* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2017

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Elimin-ations	Total
Public support and revenue:							
Public support:							
Contributions, net	$ 2,330,292	$ 22,084	$ 94,429	$ –	$ –	$ –	$ 2,446,805
Special events, net	1,627,232	3,917	80,125	–	–	–	1,711,274
Annual campaigns, net	292,955	10,473	18,607	–	–	–	322,035
Bequests	288,456	–	–	–	–	–	288,456
Total public support	4,538,935	36,474	193,161	–	–	–	4,768,570
Revenue:							
Fees and grants from governmental agencies and others, net	54,830,934	5,065,405	1,145,379	–	–	–	61,041,718
Other grants	19,998,951	1,002,769	337,494	–	–	–	21,339,214
Dividend and interest income	556,758	2	–	–	–	–	556,760
Rental income	27,225	–	–	–	–	–	27,225
Intercompany revenue	759,869	–	–	–	–	(759,869)	–
Other	129,094	1,000	2,095	–	–	–	132,189
Total revenue	76,302,831	6,069,176	1,484,968	–	–	(759,869)	83,097,106
Total public support and revenue	80,841,766	6,105,650	1,678,129	–	–	(759,869)	87,865,676
Operating expenses:							
Program services:							
Public health education	272,981	7,179	14	–	–	–	280,174
Professional education	30,599	–	–	–	–	–	30,599
Direct services	69,254,921	5,620,706	1,751,400	–	–	(41,666)	76,585,361
Total program services	69,558,501	5,627,885	1,751,414	–	–	(41,666)	76,896,134

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Elimin-ations	Total
Supporting services:							
Management and general	$ 7,854,998	$ 551,880	$ 191,236	$ –	$ –	$(718,203)	$ 7,879,911
Fundraising	1,039,446	75,463	199,291	–	–	–	1,314,200
Total supporting services	8,894,444	627,343	390,527	–	–	(718,203)	9,194,111
Total functional expenses	78,452,945	6,255,228	2,141,941	–	–	(759,869)	86,090,245
Support of National programs	38,326	–	–	–	–	–	38,326
Total operating expenses	78,491,271	6,255,228	2,141,941	–	–	(759,869)	86,128,571
Increase (decrease) in net assets from operations	2,350,495	(149,578)	(463,812)	–	–	–	1,737,105
Other non-operating expenses, gains and losses:							
Change in fair value of interest rate swaps	846,306	–	–	–	–	–	846,306
Net realized and unrealized gains on investments	494,883	–	–	–	–	–	494,883
Increase in fair value of beneficial interest in trust held by others	6,743	–	–	–	–	–	6,743
Loss on bond refinance	(63,031)	–	–	–	–	–	(63,031)
Loss on sales and disposals of fixed assets	(3,674)	–	528	–	–	–	(3,146)
Other non-operating expenses	(10,417)	–	–	–	–	–	(10,417)
	1,270,810	–	528	–	–	–	1,271,338
Loss from discontinued operations	(28,266)	–	–	–	(9,465)	–	(37,731)
Total increase (decrease) in net assets	3,593,039	(149,578)	(463,284)	–	(9,465)	–	2,970,712
Net assets (deficit) at beginning of year	20,594,349	2,558,280	(2,801,559)	–	211,251	–	20,562,321
Net assets (deficit) at end of year	$24,187,388	$2,408,702	$(3,264,843)	$ –	$201,786	$ –	$23,533,033

* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2016

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Elimin-ations	Total
Public support and revenue:							
Public support:							
Contributions, net	$ 1,897,654	$ 46,718	$ 34,171	$ 63,718	$ –	$ –	$ 2,042,261
Special events, net	1,520,205	1,539	66,029	60,818	–	–	1,648,591
Annual campaigns, net	374,196	9,546	56,852	79,854	–	–	520,448
Bequests	78,066	–	–	–	–	–	78,066
Total public support	3,870,121	57,803	157,052	204,390	–	–	4,289,366
Revenue:							
Fees and grants from governmental agencies and others, net	47,852,138	4,454,207	1,475,922	1,112,149	–	–	54,894,416
Other grants	19,779,596	852,701	315,543	49,034	–	–	20,996,874
Dividend and interest income	521,778	–	–	1,667	–	(28,400)	495,045
Rental income	26,840	–	–	–	–	–	26,840
Intercompany revenue	742,048	–	–	–	–	(742,048)	–
Other	687,859	11,910	–	50	–	–	699,819
Total revenue	69,610,259	5,318,818	1,791,465	1,162,900	–	(770,448)	77,112,994
Total public support and revenue	73,480,380	5,376,621	1,948,517	1,367,290	–	(770,448)	81,402,360
Operating expenses:							
Program services:							
Public health education	266,568	4,148	–	2,786	–	–	273,502
Professional education	20,607	–	–	–	–	–	20,607
Direct services	63,230,275	4,732,706	1,917,703	1,142,435	–	(24,732)	70,998,387
Total program services	63,517,450	4,736,854	1,917,703	1,145,221	–	(24,732)	71,292,496

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Elimin-ations	Total
Supporting services:							
Management and general	$ 7,798,973	$ 474,841	$ 203,676	$ 128,416	$ –	$(717,316)	$ 7,888,590
Fundraising	951,595	32,053	133,090	163,937	–	–	1,280,675
Total supporting services	8,750,568	506,894	336,766	292,353	–	(717,316)	9,169,265
Total functional expenses	72,268,018	5,243,748	2,254,469	1,437,574	–	(742,048)	80,461,761
Support of National programs	37,375	–	–	–	–	–	37,375
Total operating expenses	72,305,393	5,243,748	2,254,469	1,437,574	–	(742,048)	80,499,136
Increase (decrease) in net assets from operations	1,174,987	132,873	(305,952)	(70,284)	–	(28,400)	903,224
Other non-operating expenses, gains and losses:							
Change in fair value of interest rate swaps	(668,012)	–	–	–	–	–	(668,012)
Net realized and unrealized gains on investments	275,186	–	–	547	–	–	275,733
(Decrease) increase in fair value of beneficial interest in trust held by others	(6,194)	–	–	1,227	–	–	(4,967)
Loss on sales and disposals of fixed assets	(10,841)	–	(98)	(720)	–	–	(11,659)
Other non-operating expenses	(15,341)	–	–	–	–	–	(15,341)
	(425,202)	–	(98)	1,054	–	–	(424,246)
(Loss) gain from discontinued operations	(35,546)	–	–	–	(25,170)	28,400	(32,316)
Increase (decrease) in net assets before effects of deconsolidation of affiliate	714,239	132,873	(306,050)	(69,230)	(25,170)	–	446,662
Deconsolidation of affiliate	(66,702)	–	–	(2,187)	–	–	(68,889)
Total increase (decrease) in net assets	647,537	132,873	(306,050)	(71,417)	(25,170)	–	377,773
Net assets (deficit) at beginning of year	19,946,812	2,425,407	(2,495,509)	71,417	236,421	–	20,184,548
Net assets (deficit) at end of year	$20,594,349	$2,558,280	$(2,801,559)	$ –	$211,251	$ –	$20,562,321

* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2017

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Elimin-ations	Total
Salaries and related expenses	$57,687,981	$4,925,625	$1,465,432	$ –	$ –	$ –	$64,079,038
Professional fees	8,463,640	640,027	278,263	–	–	(759,869)	8,622,061
Supplies	2,180,957	38,894	17,731	–	–	–	2,237,582
Telephone	566,435	37,125	15,362	–	–	–	618,922
Postage and shipping	57,742	1,295	2,214	–	–	–	61,251
Occupancy	2,022,811	154,091	168,031	–	–	–	2,344,933
Outside printing, artwork and media	71,825	6,754	6,709	–	–	–	85,288
Travel	1,990,758	313,059	28,112	–	–	–	2,331,929
Conventions and meetings	214,857	31,141	11,383	–	–	–	257,381
Specific assistance to individuals	1,025,235	33,829	63,470	–	–	–	1,122,534
Dues and subscriptions	34,018	200	2,994	–	–	–	37,212
Minor equipment purchases- and equipment rental	338,335	11,384	1,260	–	–	–	350,979
Ads, fees and miscellaneous	335,912	24,820	71,811	–	–	–	432,543
Interest	986,384	–	–	–	–	–	986,384
Impairment	767,632	–	–	–	–	–	767,632
Depreciation and amortization	1,708,423	36,984	9,169	–	–	–	1,754,576
	$78,452,945	$6,255,228	$2,141,941	$ –	$ –	$(759,869)	$86,090,245

* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2016

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Elimin-ations	Total
Salaries and related expenses	$53,147,566	$4,128,114	$1,550,620	$1,105,464	$ –	$ –	$59,931,764
Professional fees	7,779,938	556,818	301,646	162,205	–	(742,048)	8,058,559
Supplies	1,883,406	31,831	30,059	8,983	–	–	1,954,279
Telephone	615,192	23,916	12,698	9,801	–	–	661,607
Postage and shipping	57,240	960	1,763	2,156	–	–	62,119
Occupancy	2,328,611	114,258	171,692	82,757	–	–	2,697,318
Outside printing, artwork and media	76,765	2,859	6,591	4,829	–	–	91,044
Travel	1,961,465	198,693	20,583	43,876	–	–	2,224,617
Conventions and meetings	157,815	33,290	8,269	4,856	–	–	204,230
Specific assistance to individuals	985,280	96,210	84,270	–	–	–	1,165,760
Dues and subscriptions	31,436	40	4,163	540	–	–	36,179
Minor equipment purchases- and equipment rental	290,959	15,906	7,265	873	–	–	315,003
Ads, fees and miscellaneous	488,288	18,789	34,363	1,007	–	–	542,447
Interest	912,296	–	–	–	–	–	912,296
Depreciation and amortization	1,551,761	22,064	20,487	10,227	–	–	1,604,539
	$72,268,018	$5,243,748	$2,254,469	$1,437,574	$ –	$(742,048)	$80,461,761

* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center.

Easter Seals New Hampshire, Inc.; 555 Auburn Street; Manchester, NH 03103
2018 Board of Directors

Chairman
Andrew MacWilliam

Past Chairman
Jim Bee

Vice Chairman
Tom Sullivan

Vice Chairman
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Leslie Thompson

Grant Morris

Christine Williams

Jennifer Horn

Elizabeth Lamontagne

Carl Tourigny

Linda Roth

Mary Flowers

General Counsel & Assistant Secretary
(non-voting member)
Bradford Cook, Esq.

Assistant Secretary
(non-voting member)
Betty Burke

Larry J. Gammon
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Employment

7/88 to Present — President, Chief Executive Officer

A member of Easter Seals National, the Agency is a comprehensive, multi-facility organization with services throughout New Hampshire, Vermont and Maine. Employing over 2000 persons, and operating in excess of 100 million dollars, the Agency has services in Vocational, Educational, Residential, Clinical, Medical, Camping/Recreational, Veterans and Substance Abuse. Position reports to the Chairman of the Board of Directors.

6/85 – 7/88 — Executive Vice President
Vice President

8/75 – 6/85 — Deputy Executive Director
Easter Seal Society/Goodwill Industries of New Hampshire/Vermont

In progressive management experiences, guided the Agency's programs through a growth from 1+ million dollar budget, and status as one of the most comprehensive service organizations in the country.

Directly responsible to the Executive Director, later President, for supervision of all professional programs of the comprehensive rehabilitation centers, with CARF accreditation in Audiology, Speech Pathology, Social Adjustment, Physical Restoration and Vocational Adjustment. In addition, the Society operates a large day school for handicapped pupils, 3 work adjustment center/sheltered workshops, a comprehensive camping program, retail sales outlets, and a pupil transportation program of 75 students per day. Duties included, but were not limited to, hiring and supervision of staff, program development, budget development and control, procuring funding, and staffing of various Board committees.

9/71 – 8/75

New Hampshire Easter Seal Society for Crippled Children & Adults, Inc.
870 Hayward St.
Manchester, NH 03103

Position: Facilities Director, Easter Seal School

Program Development, supervision and recruitment of staff, screening of pupils; developing budget, and securing funding.

9/70 – 7/71

New Hampshire Department of Education
Keene Public Schools
Keene, NH 03431

Position: Special Education Consultant

1 year study of special education needs of 6 small towns in New Hampshire. Responsible to 6 school boards and the New Hampshire Department of Special Education, Title VI-B Grant.

2/69 – 8/70

Gary Public Schools
Gary, IN

Position: Teacher, Special Education

Classroom teacher, M.R. Summer program for trainable M.R.

9/67 – 1/69

Charlottesville Public Schools
Charlottesville, VA

Position: Teacher M.R. – Department Chairman

Teacher, pre-vocational services, Department Chairman for Junior High age M.R. Director, Summer project (7/68), Title I.

Education

9/62 – 8/66 University of Virginia, Charlottesville, VA
B.S. in Special Education, emphasis in Mental Retardation. All undergraduate courses were at the Master's Level. Dean's List, Junior & Senior years.

9/66 –8/67 University of Virginia, Charlottesville, VA
36 hours of Graduate School of Education, emphasis in Administration, Testing & Evaluation and Research. Full time graduate scholarship.

Service

National
Chairman, Board of Trustees, CARF, 1990-1991
Member, Board of Trustees, CARF, 1985-1991
Medders Award, Outstanding Easter Seals Executive, 1995
President, Easter Seals Leadership Association, 1998-2000

Local
Queen City Rotary Club, Member
Serenity Place, Board of Directors
Mayor's Task Force/Senior Services
Hillcrest Terrace, Board of Directors
CEO Council
Dartmouth Hitchcock Medical Center – Assembly of Overseers
YMCA Disability Council

Recognition
Non-Profit Business of the Year, *Business NH Magazine*, 2010
Non-Profit Business of the Year, *Business NH Magazine*, 2005
Non-Profit Business of the Decade, *Business NH Magazine*, 2000
Non-Profit Business of the Year, *Business NH Magazine*, 1994

NANCY L. ROLLINS

EXPERIENCE

Easterseals, NH, VT, ME; Farnum Center/Farnum North-NH.
555 Auburn Street
Manchester, NH 03103

Chief Strategy Officer November 2016 –Present

Responsible for strategic development across all organizational services and supports. Provides intergovernmental relations working with the senior management team to develop and implement a corporate and legislative strategy. Improve visibility across the three state footprint, specifically in the areas of Health and Human Services, Foundations and State Government. Collaborates with the management team to develop and implement plans for the operational infrastructure of systems, processes and personnel design to accommodate growth and rapid response to needs within the community. Seeks growth opportunities through partnerships, mergers and acquisitions of compatible organizations to meet the needs of individuals and their families across the lifespan who have disabilities or special needs. Leads quality initiative to include reviews of program service, analyzes data and develops and implements strategies to move towards quality performance measurement in all services and supports.
Serves as a member of the Executive Leadership Team. Reports directly to the President/ Chief Executive Officer

Goodwill Industries of Northern New England
38 Locke Road, #2
Concord, NH 03301

New Hampshire State Director for Strategic Development and Public Policy January, 2014 – October 25, 2016

Responsible for collaboration with existing state and local networks to identify, develop or create potential businesses and programs serving the state of New Hampshire. Assuring such activities are consistent with Goodwill of Northern New England's (Goodwill NNE) strategic plan and vision of creating sustainable communities that thrive through the fullest participation of their diverse residents. Acquire knowledge about current trends and emerging issues in public policy, as well as New Hampshire business practices and relates them to existing and potential Goodwill NNE business and program development. Works in conjunction with Goodwill NNE senior management team, New Hampshire Goodwill NNE retail staff, and Agency program managers to fulfill goals in New Hampshire and the agency in general. Represents Goodwill NNE in all state and local activities consistent with the agency's mission to enable persons with diverse challenges achieve personal stability and community engagement.

Serves as a member of the Senior Management Team. Report directly to the President/ Chief Executive Officer.

State of New Hampshire
Department of Health and Human Services
Division of Community Based Care Services
129 Pleasant Street
Concord, New Hampshire 03301

Associate Commissioner March, 2006 – January, 2014

Responsible for the Division of Community Based Care Services (DCBCS) which provides a wide range of supports and services in partnership with community providers for individuals with developmental disabilities and acquired brain disorders; individuals with serious mental illness or emotional disturbance; adults aged 18-60 who have a chronic illness or disability; individuals age 60 or older; adult protective services ages 18-and up; individuals with substance abuse and alcohol abuse disorders; persons who are homeless or at –risk of homelessness; and children age 0-18 with physical disabilities, chronic illnesses and special health care needs. DCBCS focuses on the development and implementation of long-term care systems that can support an individual's choice to remain in community and out of long-term institutional settings.

Served as a member of the Commissioner's Senior Management and Policy Team. This senior level position was a direct report to the Commissioner

State of New Hampshire
Department of Health and Human Services
Office of Medicaid Business & Policy
And
Division of Community Based Care Services
129 Pleasant Street
Concord, NH 03301

January, 2006 – March, 2006

Interim Director

At the request of the Commissioner of the Department of Health and Human Services agreed to serve as Interim Director of the Office of Medicaid Business & Policy (OMBP), which has functional responsibility for health planning, reporting, data and research, and the Medical Assistance program (Medicaid).

In addition, serves as Interim Director for the Division of Community Based Care Services (DCBCS). This Division provides a wide range of supports and services in partnership with community systems for individuals with developmental disabilities and acquired brain disorders, individuals with serious mental illness or emotional disturbance, adults aged 18-60 who have a chronic illness or disability and individuals age 60 or older, and children age 0-18 with physical disabilities, chronic illnesses and special health care needs.

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
129 Pleasant Street
Concord, NH 03301 July 1995 – January 2, 2006

Director

Assigned as Acting Director in July 1995, during a reorganization of the Department of Health and Human Services. On November 27, 1995 assumed the position of Director of the Division for Children, Youth and Families (DCYF) responsible for state leadership of the agency that has statutory authority for child protection, children in need of services (CHINS) and community-based juvenile justice, juvenile probations and parole services. In addition DCYF has administrative responsibility for statewide domestic violence funds and provides state funded childcare/child development services that are employment related, protective or preventative. Administer an annual budget of $124 million dollars. The Division maintains fifteen service sites statewide with a staff of 370. In addition the Division contracts or vendors

services to over 1,600 community-based providers or residential care facilities. On September 16, 2001 the juvenile probation responsibility transferred from DCYF to a newly created Division for Juvenile Justice Services (DJJS). DCYF retains responsibility for child protection, child development/childcare, domestic violence and child welfare prevention services. Administratively DCYF oversees the use of Federal child welfare and Medicaid funds for DJJS. The Director position is a direct report to the Commissioner of the Department of Health and Human Services. Serve as a member of the Department's management team. Provide leadership regarding children, youth and family issues in a wide variety of areas on the community, state and national levels.

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
6 Hazen Drive
Concord, NH 03301 August 1994 - July 1995

Deputy Director

Direct responsibility for planning and oversight of operational areas of the Bureau of Administrative Services. This includes oversight of the agency budget, personnel, provider relations, and payment of services. Oversees the Bureau of Children and Families which is responsible for all field operations including twelve district offices providing child welfare, children in need of services (CHINS) and juvenile justice services; and the Bureau of Residential Services that is responsible for the operations of the Youth Detention facility, a long-term juvenile detention facility; the Youth Services Unit, a short-term, pre-adjudication unit; and the Tobey School, a state operated residential facility for seriously emotionally disturbed children and youth. Serve as a liaison to various local, state, and federal agencies relative to child welfare, juvenile justice, and children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301 February 1993 - July 1994

Administrator of Children's Mental Health Services

Coordinate planning efforts for development of Community Mental Health Services and programs for children and adolescents; directed contract negotiations with provider agencies; developed and directed initiatives to recommend and implement policies and standards for the enhancement of community-based services and supports for children and their families; provided technical assistance to mental health organizations to resolve operational problems in the care and training of families and child/adolescent consumers; serve as a liaison to various local, state, and federal agencies relative to children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301 March 1990 - July 1994

Director of New Hampshire - Child and Adolescent Service System Project.

Director of a statewide systems change project funded by the National Institute of Mental Health. Responsible for writing and acquiring two consecutive, three-year, statewide development grants to enhance children's mental health services in New Hampshire. The project involved coordinating state-level interagency planning teams; facilitating a systems change process with state and local interagency planning teams; coordinating, parent support effort, minority outreach, and training initiatives; and instituting new services-delivery for children and adolescents who have a serious emotional disturbance.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301 March 1989 - March 1990

Program Planning and Review Specialist

Mental Health Program Administrator for statewide community mental health services. Regional responsibility for The Mental Health Center of Greater Manchester and Center for Life Management, Salem, NH community mental health services; shelters for homeless, and the Consumer Support Program (CSP) Consumer Demonstration Grant. Administer, manage, and monitor federal and state grants; oversee development and implementation of all program services. Clinical Consultant, Child and Adolescent Service System Project, a statewide capacity building project for the development of a statewide comprehensive system of care for seriously emotionally disturbed children and youth.

River Valley Counseling Center, Inc. May 1978 – February 1989
Chicopee Adolescent Program
Chicopee, Massachusetts

Director, Child/Adolescent Outpatient Mental Health Services

Administrative:

Responsible for development and implementation of all program services, including, individual, group, and family therapy; Adventure-Based Treatment Program; Home Supports Outreach Program; Community Agency Consultation; Court Advocacy. Supervision of fourteen staff. Developed, negotiated, and maintained contract services with the Massachusetts's Department of Public Health; Department of Mental Health; Department of Social Services; Department of Youth Services; Chicopee Community Development; Pioneer Valley United Way; and the United Way of Holyoke, Granby, and South Hadley. Developed, negotiated, and monitored contract services with seven area community school systems. Responsible for an $850,000 Program budget. Co-developed and co-founded the Holyoke Teen Clinic in partnership with Holyoke pediatrics Association, Holyoke Health Clinic, and Providence Hospital Alcohol and Substance Abuse Treatment Services, a comprehensive school-based health clinic serving senior and junior high-school students and their families. Formed partnerships with area human service networks. Provided in-service training workshops to local schools and community agencies. Developed and implemented mental health and substance abuse treatment services on site at the Westover Job Corps Healthcare Facility in Chicopee, Mass. The Westover Job Corps serves a large multicultural population from throughout the greater Northeast.

Clinical:

Provide individual, group, and family therapy to low and moderate-income families. Focus on substance abuse, family systems, and general child/adolescent mental health services. Developed and co-lead Adventure-based treatment groups with adolescents who have serious emotional disturbances, developmental delays and /or special medical needs. Provided clinical supervision to nine therapists. Provided clinical consultation to Holyoke Girls Club/Boys Club; Holyoke High School Teen Clinic, Inc.; Chicopee District Court, Holyoke District Court, and the Department of Social Services, Holyoke District Office; facilitated staff case disposition, in-service training and utilization review of children's mental health cases.

Hartford Neighborhood Centers
Mitchell House
Hartford, Connecticut September 1974 - May 1975

Youth Counselor

Full-time undergraduate student internship. Developed and implemented human service programs for inner-city Hispanic and African-American youth. Provided counseling, therapeutic recreation, advocacy, and crisis intervention services. Served as a member of City-Wide Youth Board. Provided staff support to other Center programs serving pre-schoolers, school-aged youth and elderly.

Springfield Girls Club/ Family Center
Springfield, Massachusetts September 1973 - May 1974

Child Care Worker

Provided a multi-cultural, after school recreational program for preschoolers.

EDUCATION

Master of Social Work
University of Connecticut
School of Social Work
West Hartford, Connecticut

Degree conferred, May 1985
Concentration in Public Policy and Administration-Minor in Group Work

Bachelor of Science, Cum Laude
Springfield College
Springfield, Massachusetts

Degree conferred, May 1985
Concentration in Community, Leadership and Organizational Development
Primary Focus on Human Services Administration

TEACHING EXPERIENCE

Dartmouth College Medical School
Department of Psychiatry

Dartmouth-Hitchcock Medical Center
Lebanon, New Hampshire
Adjunct Faculty January 2001- Dec. 2005

Springfield College
School of Human Services
Manchester, New Hampshire
Adjunct Faculty May 1999 – August 2005

New Hampshire Public Manager Program
NH Division of Personnel
Bureau of Education and Training
Professional Mentor for a middle management employee December 1997 – December 1999

University of New Hampshire
School of Health and Human Services
Department of Social Work
Adjunct Faculty September 1996 - 1999

PROFESSIONAL ASSOCIATIONS

Brain Injury Association of NH – Employment Advisory Committee September 2015 – 2016

Governor's Interagency Council on Homelessness (ICH) Employment Workgroup
February 2015 -Present

Center on Aging and Community Living Advisory Board September 2014 - Present

Legislative Task Force on Work and Family, Governor Appointment September 2014- Present

NH Center for Non-profits Policy and Leadership Task Force May 2014 - Present

New Hampshire State Rehabilitation Advisory Council, Governor Appointment February 2014 – Present
Chair Oct. 2016 - Present

National Advisory Committee, *Positioning Public Child Welfare Inititative: Strengthening Families For the 21st Century* this initiative is co-sponsored by the National Association of Public Child Welfare Administrators (NAPCWA) and Casey Family Programs February 2008 - 2009

New Hampshire State Mental Health Council January 2006 – 2011

New Hampshire Children's Behavioral Health Collaborative, Member Leadership Committee 2010-August 2013

New Hampshire Interagency Coordinating Council for Women Offenders January 2006 – December 2013

National Association of State Mental Policy Directors (NASMHPD) January 2006- December 2013

NASMHPD representative to the Children's Mental Health Subcommittee
Chair, NASMHPD President's Task Force on Returning Veteran's
Board Member Member-at-Large 2011-2013
Board Member NASMHPD Research Institute, Inc. (NRI) 2011-Present
NASMHPD Research Institute, Inc. (NRI), Board Vice-President 2011-2013
NASMHPD Representative to the 27th Annual Rosalyn Carter Symposium on Mental Health Policy, *"Building Bridges and Support for Children Exposed to Domestic Violence, Child Welfare and Juvenile Justice"*, Atlanta, Georgia, Oct. 26 and 27, 2011.
NASMHPD Board Vice-President 2012 - 2013

National Association of Public Child Welfare Administrators (NAPCWA), an Affiliate of the American Public Human Services Association
SMHRCY Representative to Children's Mental Health Subcommittee and
NAPCWA Executive Committee, 1991 - 1994
NH State Child Welfare Representative, 1995- Present
NAPCWA Executive Committee, Member-at-Large, Vice-President, January 2002- Dec 2004
NAPCWA State Representative to the APHSA –sponsored re-writes of the Interstate Compact for The Placement of Children, Dec. 2004 – Nov. 2005
NAPCWA President, January 2005 – January 2006

New England Association of Child Welfare Commissioners and Directors
Judge Baker Children's Center, Boston, Mass.
Committee Member, 1995 – January 2006
Vice-President, 2001- January 2006

NH Chapter of the National Association of Social Workers September 1999 - 2003
25 Walker Street
Concord, New Hampshire

State Advisory Board - Member- at-large

University of New Hampshire
School of Health and Human Services
Department of Social Work September 1998 – September 2002
Community Advisory Board Member

National Technical Assistance Center for Children's Mental Health 1995 - 1998
Georgetown University Child Development Center
Advisory Committee Member

State Mental Health Representative for Children and Youth (SMHRCY)
NH State Representative, 1989 - 1994
Executive Committee, 1992 - 1994

Community 2000: Pioneer Valley United Way
Member, Substance Abuse Subcommittee
Children and Adolescents Subcommittee, 1988 - 1989

Western MA. AIDS Service Providers Coalition, 1987 - 1989

Massachusetts Council for Children 1988 -1989
Board of Directors Regional Member, Holyoke, MA

Massachusetts Association of Substance Abuse Service Providers (MASASP)
Member of Statewide Board of Directors, 1985 - 1987

CIVIC ASSOCIATIONS

Upper Valley Lake Sunapee Regional Planning Commission, Commissioner Representative for the Town of New London appointed by Town Board of Selectmen. 2012 – 2016
Vice Chair of the Commission, Serve on the Executive Committee 2014 - 2016

New London Zoning Board of Adjustments, appointed by the Town Board of Selectman
2013- 2014

At Home New Hampshire, helping seniors 'age in place' in New London, Newbury, Springfield, Sunapee, Sutton and Wilmot, Board of Directors. 2012 – 2014

Member of Saint Andrew's Episcopal Church, New London, NH
Appointed to the Vestry, January 2014 -2017

New London, Board of Selectmen Elected, May 2014- Present
Chair, May 2015 -2016
Board Representative to the Budget Committee 2014-2017

New Hampshire Municipal Association, Board of Directors 2015 - Present

Awards

Awarded the *"New Hampshire National Guard Distinguished Service Medal"* for providing leadership while at the Department of Health and Human Services for developing services, supports and special military / civilian partnerships for the purposes of better meeting the needs of New Hampshire service members both active duty, deployed and reserves, their families, and veterans. Presented by William N. Reddel III, Major General , New Hampshire National Guard, The Adjutant General and Governor Margaret Wood Hassan , 20 November 2014.

Awarded the *"Commander's Award for Civilian Service"* for organizing and implementing 'Operation Welcome Home' a military / civilian partnership to support hundreds of New Hampshire Guard service members returning from Iraq and Afghanistan. Presented by Kenneth Clark, Major General, New Hampshire National Guard, The Adjutant General, 24 May 2005.

Awarded the *"Commissioner's Award"* which recognizes those who, through their hard work and dedication, have made outstanding contributions toward the prevention, intervention, and treatment of child abuse and neglect. Individuals who receive this award have demonstrated a strong personal commitment to ensuring the safety and well being of children and to supporting and strengthening our nation's families. Presented at the 2005 15th National Conference on Child Abuse and Neglect, by Joan E. Ohl, Commissioner, Children's Bureau, Administration for Children, Youth and Families, U.S. Department of Health and Human Services, Washington, D.C., 21 April 2005.

Elin Treanor

CAREER SUMMARY:

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

SKILLS & EXPERIENCE:

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

WORK HISTORY:

1994 – Present

Easter Seals New Hampshire, Inc., Manchester, NH
Senior Vice President & Chief Financial Officer
Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions.

1988 – 1994

Easter Seal Society of NH, Inc., Manchester, NH
Vice President of Finance
Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from $600,000 deficit in 1988 to $100,000 surplus in 1989 and surpluses every year thereafter.

1984 – 1988

Easter Seal Society of NH, Inc., Manchester, NH
Controller
Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate reorganizations to multiple entities and external corporate mergers and acquisitions.

1982 – 1984	Easter Seal Society of NH, Inc., Manchester, NH Chief Accountant Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
1981 – 1982	Easter Seal Society of NH, Inc., Manchester, NH Accountant Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
1980 – 1981	Easter Seal Society of NH, Inc., Manchester, NH Internal Auditor Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
1974 – 1980	Marshalls, Peabody, MA Senior Clerk Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION:

1989	New Hampshire College, Hooksett, NH Masters in Business Administration
1980	Bentley College, Waltham, MA Bachelor of Science, Accounting Major
1977	North Shore Community College, Beverly, MA Associates Degree, Accounting Major

Tina M. Sharby, PHR
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions
Problem solving and complaint resolution
Policy development and implementation
Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center
1998- 2012

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for- profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
    Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
    Health Care & Workforce Development Committee 2009, 2010

John D. Soucy, MSW, LICSW

EDUCATION

May 1994 **Master of Social Work**
Boston College Graduate School of Social Work
Clinical Concentration

May 1991 **B. A. University of New Hampshire**
Major: Psychology
Minor: Judicial Studies

EMPLOYMENT

May 2009-Present **Easter Seals of NH**

Senior Vice President of Children's Services

Residential and Educational Services
Zachary Road- 106 bed residential facility, psychiatric and neurobehavioral
Lancaster Treatment Facility ad School- 27 bed residential facility, psychiatric and neurobehavioral
Boy Intensive Residential Treatment- 16 bed residential facility, psychiatric and neurobehavioral
Krol House- 5 bed residential facility, psychiatric and neurobehavioral
Zachary Road School 60 students with neurobehavioral disabilities
Jolicoeur School 70 students with psychiatric disabilities
Early Support and Services
Salem- In home and outpatient services for ages birth to 3 (PT, OT and Speech)
Manchester- In home services for ages birth to 3 (PT, OT and Speech)
Child Development Services
West Side Manchester- 225 children pre-school program and community resource center
Auburn Street-75 children pre-school program
Autism Services
Clinic and In-home services for children with autism-Applied Behavioral Analysis
Camp
Camp-Sno Mo-Summer Camp for children with special needs

- Monitoring the daily operations of direct service programs
- Supervision of all program directors
- Assure that all clinical services are provided in accordance with agency's therapeutic policies and procedures
- Assure all educational requirements are consistent with the

Department of Education

- Assure all clinical records are consistent with licensing, certification and accreditation requirements
- Represent the agency with presentations to community groups and other organizations
- Manage a $32,000,000 budget
- Responsible for approximately 1000 staff

May 1990- May 2009 **Odyssey House of New Hampshire**

April 2001- **Director of Operations**

- Monitoring the daily operations of direct service programs
- Supervision of all program directors
- Assure that all clinical services are provided in accordance with agencies therapeutic policies and procedures
- Training of program staff in agency's clinical philosophy, policies and procedures
- Assure all clinical records are consistent with licensing, certification and accreditation requirements
- Represent the agency with presentations to community groups and other organizations
- Assist in development of new programs and services
- Member of Executive Management Team

October 1999- July 2003 **Program Director**

Odyssey House Adolescent Therapeutic Center

(30 bed long term residential treatment program, psychiatric facility)

- Responsible for all internal operations
- Administrative and Clinical supervision/oversight for 60 staff
- Budget management
- Human resources responsibilities
- Responsible for maintaining all licenses and certifications

June 1997- July 2003 **Program Director**

Odyssey Blue Heron Inn

(8 bed independent/transitional living program for 16 -21 years)

- Responsible for all internal operations
- Administrative and Clinical supervision of staff
- Treatment planning
- Budget management
- Human resources responsibilities

- Responsible for maintaining all licenses and certifications

September 1995-
December 1999

Program Director
Odyssey PACE Program
(14 bed diagnostic program, adolescents)

- Responsible for all internal operations
- Administrative and Clinical supervision of staff
- Treatment planning
- Budget management
- Human resources responsibilities
- Responsible for maintaining all licenses and certifications
- Conducted Family Assessment for the courts
- Presented clinical recommendations to the courts

June 1998-
December 1999

Program Director
Odyssey PACE Maine
(Diagnostic program for latency aged children, opened January 1999)

- Responsible for all aspects of licensing and opening new program
- Responsible for all internal operations
- Administrative and Clinical supervision of staff
- Treatment planning
- Budget management
- Human resources responsibilities
- Responsible for maintaining all licenses and certifications
- Conducted Family Assessment for the courts
- Presented clinical recommendations to the courts

March 1995-
September 1995

Clinical Coordinator/ Assistant Director
Odyssey PACE Program
(14 bed diagnostic program, adolescents)

- Responsible for all internal operations
- Administrative and Clinical supervision of staff
- Treatment planning

January 1993-
March 1995

Therapist
Odyssey House Adolescent Therapeutic Center
(30 bed long term residential treatment program, psychiatric facility)

- Treatment Team Leader
- Provided individual, family, and group therapy
- Facilitated substance abuse groups
- Co-led sexual abuse victims group
- Case management responsibilities

June 1991-
January 1993

Primary Care Giver
Odyssey House Adolescent Therapeutic Center
(30 bed long term residential treatment program, psychiatric facility)

- Case management responsibilities
- Provided individual counseling
- Crisis management/intervention

June 1990-
September 1990

Vocational Teacher's Assistant (Summer employment)
Odyssey House Adolescent Therapeutic Center
(30 bed long term residential treatment program, psychiatric facility)

- Assisted in teaching vocational skills
- Crisis intervention
- Mediated employee/employer relations

May 1990-
June 1990

Overnight Counselor (Summer employment)
Odyssey Stark House
(All female long term residential treatment program)

September 1992-
May 2009

Family Assessment Consultant
Conduct in-home Family Assessment for the courts

John A. Tuttle

jtuttle@eastersealsnh.org

Education

State of New Hampshire and Massachusetts, School Administration Certificate

Rivier College, Nashua, New Hampshire, Masters of Education degree, School Administration 7/07

Saint Michael's College, Winooski, Vermont, Bachelor of Science degree, Business Administration 5/93

Professional Experiences

Vice President of Educational Services, Easterseals of NH (11/16 - Present)
Director of Operations - Educational Services Easter Seals of New Hampshire (6/09 - Present)
Director of Operations Res/Ed, Easter Seals Harbor Schools (6/08 - 6/09)
The Director of Operations is responsible for assuring quality services, quality improvement processes, long range strategic planning, and development of new and existing marketing opportunities. Responsible for the coordination and cooperative inter-relationships of all program components. Assures the coordination of educational services and residential programs.

- Identify problem areas and implement corrective action to ensure customer satisfaction.
- Develop and monitor budgets, identified trends and problems while using the information to make program decisions.
- Develop new business by working collaboratively with funding sources.
- Oversee Referrals to programs.
- Oversight of the student discipline/behavior management policy and behavior support and intervention policies to include physical restraint.
- Document and report information as required by state, agency and department.
- Demonstrate and apply knowledge of fiscal and personnel management, state and federal laws, certification process, development of program services and delivery.
- Develop and maintain relationships with clients, families, guardians, and fundors to provide comprehensive services to our customers.

Coordinator of Education, Easter Seals of New Hampshire (6/04 to 6/08)
The Coordinator of Education is responsible for the day to day management of the Jolicoeur School, a special education facility, with 140 students from New Hampshire, New York, Maine, Massachusetts and Vermont. Every student has an Individual Educational Plan (IEP) and has been placed by their sending school district or through the court system with the intention of returning back to a less restrictive environment in the future.

- Assist in program and staff development
- Supervise staff including para-professionals and provide weekly supervision to all classroom teachers
- Coordinate communication between treatment team, parents, and sending school districts
- Evaluate all personnel on an annual basis
- Interview and hire all personnel in accordance with agency policy
- Develop and implement educational programs and curriculum
- Coordinate monthly and quarterly reports
- Designed and implemented the YES program (PBIS based program) and other student recognition programs
- Maintain a working knowledge of, and ensure compliance with, state and federal regulations and standards

Behavior Specialist, Easter Seals of New Hampshire (8/03 to 6/04)
The Behavior Specialist is called in to help a team that is having difficulty executing a plan of growth for an individual student. This is done by reviewing the case history, meeting with all team members, and observing the child to develop a plan that is non-aversive to help the student become successful in a specific goal area.

- Facilitate and track the documentation of target behaviors as specified in each individual's behavior support plan and formally summarize on a monthly basis
- Use functional analysis procedures, develop comprehensive behavioral interventions and training plans using non-aversive approaches
- Develop protocols and guidelines for individuals served
- Provide training to direct support staff and management staff in the areas of; physical interventions, non-aversive behavior supports, client rights, incident reporting, data collection, and person specific plans & protocols
- Develop data collection & tracking systems for staff, providers and families
- Work with department managers to identify individuals who require psychological services
- Attend and participate in all applicable clinical and person-specific meetings
- Write monthly reports for all persons on psychological service caseload

Training Specialist, Easter Seals of New Hampshire (1/99 to 8/03)
The Training Specialist is responsible for the training of all staff in the educational and residential (facility and community based) programs in Therapeutic Crisis Interventions (ICI), First Aid and CPR, for the state of NY, NH and VT.

- Provide various trainings to staff at Easter Seals facilities
- Track and monitor staff member status regarding completion of state and agency required trainings
- Alert supervisors of staff members requiring initial trainings and training updates
- Research alternative specialized interventions/trainings that may be appropriate for various populations in order to address the changing needs of Easter Seals consumers
- Meet with Easter Seals supervisors on a monthly basis to discuss TCI implementation issues in the workplace
- Observe staff utilization of ICI techniques and assess whether interventions are being conducted accurately and effectively in the milieu
- Model ICI techniques for staff in the milieu to provide ongoing training of various interventions
- Provide trainings to outside agencies, facilities, etc. in the community as needed
- Review all documented incident reports and create a database to track precursors and patterns

Case Manager and Residential Instructor, Easter Seals of New Hampshire (6/96 to 1/99)
Master Counselor / Teacher, Eckerd Wilderness Educational System (10/95 to 6/96)
Senior Counselor / Teacher, Eckerd Wilderness Educational System (10/94 to 9/95)
Counselor / Teacher, Eckerd Wilderness Educational System (5/93 to 9/94)

Professional Development

New Program Development, Easter Seals Harbor Schools, 2008 - 2009. Developed a new program to serve 12 Res/Ed students with severe disabilities.

Graduation Committee, Easter Seals of New Hampshire and Harbor Schools, 2005 - Present. Develop and coordinate the Jolicoeur School graduation. Writing the script, organizing the days events, and special guests.

Data Committee, Jolicoeur School and Harbor Schools, 2006 - Present. Organize and present data that shows how students are doing in our school setting. This includes NWEA test scores and time students are out of classroom. Review the data and develop a plan on how to improve unfavorable scores.

Orientation Program, Easter Seals of New Hampshire, 2006 - 2007 2/14 - Present. Developed and oversee a training program for all new hires to more effectively communicate the agencies policies and training expectations in each work setting.

Jolicoeur School On-site Team, Jolicoeur School, 2005 and 2008. Responsible for making sure that all state regulations are being met and prepare for upcoming state inspection including, working with teachers on required presentations, making sure all agency policies are current, and sending out pertinent surveys to parents and LEAs.

Participant, Summer Institute of Applied Behavior Analysis, August 2005. Attended a two week training on the development and writing of applied behavior plans following the Applied Behavioral Analysis (ABA) format.

Participant, SERESC/NH CEBIS, 2004. Attended a full year of trainings on how to create a positive environment for students and staff in the school setting.

Manager of the Year, Easter Seals of New Hampshire, 2006.
President's Award, Easter Seals of New Hampshire, 2013.

EASTER SEALS NH, INC.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Larry G. Gammon	President & CEO	$367,107	0%	$0
Elin Treanor	CFO	$244,800	0%	$0
Joseph Emmons	SVP, Development	$120,000	0%	$0
Tina Sharby	CHRO	$145,656	0%	$0
Nancy Rollins	COO	$117,000	0%	$0
Susan Silsby	SVP, Programs	$146,000	0%	$0
John Soucy	SVP, Programs	$130,000	0%	$0
John Tuttle	VP, Education Services	$108,150	0%	$0

Subject: Title I Programs for DCYF (RFA-2017-DCYF-07-TITLE-02

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name Merrimack Valley Day Care Services		1.4 Contractor Address 19 North Fruit Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 224-1632	1.6 Account Number 05-095-042-421010-29750000	1.7 Completion Date August 31, 2018	1.8 Price Limitation $28,168
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number (603) 271-9330	
1.11 Contractor Signature Marianne Barter		1.12 Name and Title of Contractor Signatory Marianne Barter, Executive Director	

1.13 Acknowledgement: State of , County of

On Jan 9, 2018 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Michelle Johnson

MICHELLE D. JOHNSON
MY COMMISSION EXPIRES
OCT 7 2020
STATE OF NEW HAMPSHIRE
NOTARY PUBLIC

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Date: 1/18/18	1.15 Name and Title of State Agency Signatory Joseph Ribsam DCYF Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Lenz Atty On: 1/29/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials NB
Date 1/9/18

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials MB
Date 1/9/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

Contractor Initials MB
Date 1/9/18

Exhibit A

Scope of Services

1. General Terms and Conditions of Contract

1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provided to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.3. The Contractor shall ensure that all activities including, but not limited to field trips and activities out of the classroom are connected to educational goals and objectives and that documentation is available that provides evidence.

1.4. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.

1.5. The Contractor's Title 1 Part D, Subpart 1, Application terms are hereby incorporated by reference into this Agreement as Exhibit A-1.

Merrimack Valley Day Care Service
Institution Name

Contractor Initials _____ Date _____

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2016-2019

INSTITUTION LEVEL APPLICATION

1. Program Goals, Measurable Objectives and Assessments - Updates required as needed each year of the funding cycle.

Subject/Program Area	Long Term Goal By end of 2019 SY	What overall changes in academic and vocational abilities do you expect your students to achieve within the 2015-2016 SY?	What assessments that will be used to assess these goals? *Include pre/post dates for reading and math assessments.*	Who is responsible for giving and analyzing student results
Academic Outcomes				
Mathematics	To offer homework assistance and support to children enrolled in our afterschool programs, specifically those children whose parents have educational or language limitations that inhibit their ability to assist their children academically.	Our children will successfully complete the work required to proceed to the next grade.	Pre-reading and math assessments will be done when the child enters the program. Post assesments will be completed at the end of each semester. The assessment tool will include the Bigance Diagnostic Compreshensive Inventory of Skills.Pretests to be completed in October, post tests to be completed in June of each academic year.	The academic tutor, with assistance from the special needs coordinator. The academic tutor is Barbara Romanos, the special needs coordinator is Sasha Saxon.
Reading	To offer homework assistance and support to children enrolled in our afterschool programs, specifically those children whose parents have educational or language	Our children will successfully complete the work required to proceed to the next grade.	Pre-reading and math assessments will be done when the child enters the program. Post assesments will be completed at the end of each semester. The assessment tool will include the Bigance	The academic tutor, with assistance from the special needs coordinator. The academic tutor is Barbara Romanos,

	limitations that inhibit their ability to assist their children academically.		Diagnostic Compreshensive Inventory of Skills. Pretests to be completed in October, post tests to be completed in June of each academic year.	the special needs coordinator is Sasha Saxon.
Vocational Outcomes				

Contractor Initials
Date

Merrimack Valley Day Care Service
Institution Name

2. Scope of Project

A. Students to Be Served
Using current data as a basis, estimate the number of students who will participate in the Title I Part D, Subpart 1 program's instructional and support related components each SY year 2016-2019. These numbers can be updated as part of subsequent program renewals.

Ages	Reading	Mathematics		
5 – 10 years old	**40**	**40**		
11 – 15 years old				
16 – 18 years old				
19+ years old				

B. Staff Paid with Title I, Part D, Subpart 1 Funds
Using the chart below describe the staff to be paid with these funds.

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1	50%	Academic tutor	BA in Education or related field	14.25/ hr year one, 14.50/ hr year two 14.75/hr year three

C. Transition Coordinator
Designate an individual or individuals to be responsible for issues relating to the transition of children and youth from the institution to locally operated programs.

Barbara Ramanos — Name of Individual
academic tutor — Title of Individual

Sasha Saxon — Name of Individual
special needs coordinator — Title of Individual

D. Staff/Student Ratio's:
Total students provided T1 D support 40 divided by Total T1 D staff FTE .5 = 20 to 1

Merrimack Valley Day Care Service
Institution Name

E. Program Description: (Use additional space as needed)

1) *Describe the program in sufficient detail such that a teacher implementing this project and/or parents/guardians or persons visiting would know what to expect.*

Merrimack Valley Day Care Service has two afterschool programs located in low income neighborhoods in Concord: Jennings Drive, which serves children who live in this Concord Housing Authority apartment complex and Eagle's Bluff, which serves the Concord Heights area. We also provide kindergarten wrap around care at our Fruit Street location. The programs run all year, and are open during school vacations and snow days. Each site offers academic support, an extensive field trip program and healthy meals at no extra cost to the families.

The children served at these programs are at a disadvantage compared to their peers for several reasons:

- Both Jennings Drive and Eagles Bluff apartments subsidize housing costs, so most of the children we serve live with significant poverty. 36 of the 40 children enrolled in our afterschool programs qualify for free meals at school.
- 30% of these children have parents who are new Americans and do nopt speak English as their first language at home.
- 16% have a documented mental health issue that requires outside support.
- 25% currently have an IEP or 504 plan, which may increase as our kindergartener students are assessed in public school.

We already have highly trained after school staff who make sure the children work on their homework every day, but with such busy programs it is hard to give the children the one- on- one care they need. Our academic tutor divides her time between the three sites, monitoring homework and offering math and literacy support. She uses assessment tools to ensure that the children are progressing, with the goal of staying on par with their peers and successfully transitioning to the next grade.

We continue our academic support into the summer. Our academic tutor goes on education field trips with each group each week, and supplies supporting items such as books, games and curriculum items. We are still in the planning stage of our summer programs, but each year we run at least 4 units:

Math: to support math learning each class will make a class store to practice using money, and budgeting. We usually attend a Fisher Cats game and keep score cards to discuss rudimentary statistics, and go to LegoLand to support learning about patterns.
Literacy: each child goes to the library every week and is allowed to take out a book. At the end of the summer we go to Gibson's Book Store and every child gets to purchase a book.
Science: we plan two weeks of science experiments and go to at least one major science museum (either the Museum of Science or the Montshire Science Museum)
NH History: we read about the history of NH and the people who live here. We visit the State House, the Flume and the Mariposa Cultural Museum.

2) *Describe function of major personnel such as home/school coordinators. (Attached job descriptions are appreciated)*

Special Needs Coordinator: coordinates services for children with special needs, including attending IEP and wrap around mental health meetings.

Academic tutor: provides one on one academic support needed to help children keep up with their peers.

Health Coordinator: provides family support and links children to outside services as needed. Oversees the special needs coordinator, the title 1 tutor and the Jennings Drive program.

3) *Describe any additional services, beyond instruction, for children and youth provided with these funds such as career counseling, etc.*

No other services are provided with these funds.

F. Transition Services:

1) *Identify (by dollar amount) the financial reserves (must be between 15-30 percent of allocated funds) which will be used to provide transitional education services for neglected or delinquent children and youth.* ***It is required to set-aside a minimum of 15% and a maximum of 30% (each program year) of your dollars for this purpose.***

Year one: 1850.00
Year two: 1880.00
Year three: 1905.00

2) *Describe how the above reserved funds will be used for transitional educational services (i.e. to re-enter school successfully or preparation for employment).*

A written log of all transitional services is kept and is available for review at any time. Services include:
-attending IEP and educational support meetings
-meeting with individual teachers to discuss how we can support the children
-parent conferences and parent involvement activities
-a letter to each teacher at the beginning of the school year explaining the summer program, what was worked on academically, and student strengths and weaknesses.

Merrimack Valley Day Care Service
Institution Name

G. Professional Development:

1) List the major **NEEDS** of the ***Title I staff and institution staff*** relating to the objectives of the Title I project that can be met by in-service training programs.

We will not be providing in service training with these funds

2) Describe all staff development activities to be funded by this grant. PD activities for 2016-2017 only. Activities will be updated each year with the budget summary. (How many hours of training, when, for whom, and what topics will be covered?) Include a timeline.

Both the academic tutor and the special needs coordinator will attend conferences and trainings that support early learning, children with special needs, children in the child protective services and cultural sensitivity. Each will complete at least 15 hours of training. Training is ongoing throughout the year. The first conference is October 22, 2016.

H. Coordination:

Describe how the program/s will be coordinated with other appropriate State and Federal programs, such as Vocational Education, Special Education, Work Force Investment Act and local dropout prevention programs. If applicable grade levels, describe how the institution will endeavor to coordinate with local businesses for training and mentoring opportunities for participating youth.

Our Health Coordinator and Special Needs Coordinator work closely with other schools, mental health facilities, and other public and private agencies that are providing services to our children. We also provide referrals as needed. Our Special Needs Coordinator and academic tutor attend IEP and mental health wrap around meetings. We have MOU agreements with several local agencies, including Child and Family Services, Riverbend Community Mental Health Community Bridges,and the Concord School District.

We encourage and appreciate community involvement at all of our centers. Concord Housing Authority offers tuition scholarships for children to attend the afterschool program at Jennings Drive so all children can attend at no cost to their families. The public school has a tutor who comes to work with the children who are devloping English language skills. We also accept teenage volunteers from the Diversion Program who need to perform community service.

Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (CFDA) # 84.010, Title 1 Part D, Subpart 1, ESA.
2. The State shall pay the Contractor an amount not to exceed the Grant Limitation, specified in block 1.8 of the Grant Agreement General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1, Title I application.
3. The Contractor shall use and apply all contract funds for authorized costs to provide services in Exhibit A, Scope of Services and Exhibit A-1, Title 1 application, in accordance with the budgets in Exhibit B-1, Exhibit B-2, and Exhibit B-3.
4. Payment for services provided in accordance with Exhibit A, Scope of Services and Exhibit A-1, Title1 applications, shall be made as follows:
   - 4.1. Payments shall be made on cost reimbursement basis only, for actual incurred costs, expenses, and fees.
   - 4.2. Allowable costs, expenses and fees are those included in Exhibit B-1, Exhibit B-2, and Exhibit B-3.
5. The Contractor will submit monthly invoices using invoice forms provided by the Department, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
6. The Department invoice must be completed and signed by the Contractor, or an authorized representative, in order to initiate payment.
7. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
8. The Contractor shall submit supporting documentation that support evidence of actual expenditures, in accordance with Exhibit B-1, Exhibit B-2, and Exhibit B-3.
9. The completed invoice must be submitted to:

   DCYF Fiscal Administrator
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
10. Notwithstanding anything to the contrary herein, the Contactor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

Contractor Initials NB

Date 1/9/18

Exhibit B-1
DCYF Title I Program
2017 Summer School
(SFY18) Budget

Line Item	Amount
Salaries	$4,560
Benefits	$456
Supplies and Materials	$2,000
Books	$400
Other (Administration)	$370
Total	**$7,786**

Contractor Initials NB
Date 1/9/18

Exhibit B-2
DCYF Title I Program
2017-2018 School Year
(SFY18) Budget

Line Item	Amount
Salaries	$9,280
Benefits	$928
Professional Development Activities	$200
Travel	$100
Supplies and Materials	$1,000
Books	$400
Other (Administration)	$595
Total	**$12,503**

Contractor Initials NB
Date 1/9/18

Exhibit B-3
DCYF Title I Program
2018 Summer School
(SFY19) Budget

Line Item	Amount
Salaries	$4,640
Benefits	$464
Supplies and Materials	$2,000
Books	$400
Other (Administration)	$375
Total	**$7,879**

Contractor Initials NB
Date 1/9/18

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination, or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate, or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

   The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name:

1/9/18
Date

Marianne Byer
Name:
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

1/8/18
Date

Name:
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials NB
Date 1/9/18

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

1/9/18
Date

Marianne Bste
Name:
Title: Executive Director

Contractor Initials MB
Date 1/9/18

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name:

1/9/18
Date

Marianne Barter
Name:
Title: Executive Director

Contractor Initials KB
Date 1/9/18

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

1/9/18
Date

Marianne Byer
Name:
Title: Executive Director

Contractor Initials MB
Date 1/9/18

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

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

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Merrimack Valley Day Care Service
The State	Name of the Contractor
	Marianne Porter
Signature of Authorized Representative	Signature of Authorized Representative
Joseph Ribsan	Marianne Porter
Name of Authorized Representative	Name of Authorized Representative
Director DCYF	Executive Director
Title of Authorized Representative	Title of Authorized Representative
1/18/18	1/9/18
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

1/9/18
Date

Marianne Butler
Name:
Title: Executive Director

Contractor Initials MB
Date 1/9/18

FORM A

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

1. The DUNS number for your entity is: 073997116

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

   ___✓___ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.

   2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

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

Contractor Initials MB

Date 1/9/18

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

2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MERRIMACK VALLEY DAY CARE SERVICE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 30, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62837**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of November A.D. 2017.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Amy R. Goldstein, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Merrimack Valley Day Care Services
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on Jan. 9, 2018:
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 9th day of January, 2018.
(Date Contract Signed)

4. Marianne Barter is the duly ~~elected~~ appointed Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 9th day of January, 2018,

By Amy Goldstein.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10/7/20

MICHELLE D JOHNSON
MY COMMISSION EXPIRES
OCT 7 2020
STATE OF NEW HAMPSHIRE
NOTARY PUBLIC

Client#: 494330 MERRIVAL2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/09/2018

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

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

PRODUCER
USI Insurance Services LLC
333 Glen St, Suite 302
Glens Falls, NY 12801

CONTACT NAME: Chris Smith
PHONE (A/C, No, Ext): FAX (A/C, No): 877 775-0110
E-MAIL ADDRESS: christine.smith@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Co	16691
INSURER B : Technology Insurance Co., Inc.	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Merrimack Valley Day Care Service, Inc.
dba Blueberry Express Day Care Center
19 North Fruti Street
Concord, NH 03301

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PAC505166112	10/01/2017	10/01/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CAP505179512	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3684848	01/24/2018	01/24/2019	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N / A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

CERTIFICATE HOLDER

State of NH DHHS
129 Pleasant St.
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Scott Trittell

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Merrimack Valley Day Care Service
Mission statement

To provide child care in a safe and nurturing environment which fosters the social, emotional, intellectual and physical development of children.

To enhance parent's and caretaker's ability to nurture each child through support, modeling and information. To collaborate with other agencies to further these efforts.

To provide opportunities for individuals and community organizations to contribute to Merrimack Valley Day Care Service in ways which they, the children and Merrimack Valley Day Care Service will benefit.

Merrimack Valley Day Care Service remains dedicated to the philosophy of providing for those with the greatest need; children at risk of abuse and neglect, low income families and children with special needs.

MERRIMACK VALLEY DAY CARE SERVICES

AUDITED FINANCIAL STATEMENTS

DECEMBER 31, 2016

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Independent Auditor's Report

Board of Directors
Merrimack Valley Day Care Services
Concord, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of Merrimack Valley Day Care Services, which comprise the statement of financial position as of December 31, 2016, and the related statements of activities, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of

the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Merrimack Valley Day Care Services as of December 31, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 12, 2017 on our consideration of Merrimack Valley Day Care Services' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and

compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Merrimack Valley Day Care Services' internal control over financial reporting and compliance.

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, PC

Manchester, New Hampshire
July 12, 2017

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

Independent Auditor's Report

Board of Directors
Merrimack Valley Day Care Services
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Merrimack Valley Day Care Services, which comprise the statement of financial position as of December 31, 2016, and the related statements of activities, changes in net assets, and cash flows for the year then ended, and the related noted to the financial statements, and have issued a report thereon dated July 12, 2017.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, PC

Manchester, New Hampshire
July 12, 2017

Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

Independent Auditor's Report

Board of Directors
Merrimack Valley Day Care Services
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Merrimack Valley Day Care Services' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on Merrimack Valley Day Care Services' major federal program for the year ended December 31, 2016. Merrimack Valley Day Care Services' major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal awards program.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for Merrimack Valley Day Care Services' major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Merrimack Valley Day Care Services' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of Merrimack Valley Day Care Services' compliance.

Opinion on Each Major Federal Program

In our opinion, Merrimack Valley Day Care Services' complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2016.

Report on Internal Control Over Compliance

Management of Merrimack Valley Day Care Services is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Merrimack Valley Day Care Services' internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Merrimack Valley Day Care Services' internal control over compliance.

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of Merrimack Valley Day Care Services as of and for the year ended December 31, 2016, and have issued our report thereon dated July 12, 2017, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, PC

Manchester, New Hampshire
July 12, 2017

MERRIMACK VALLEY DAY CARE SERVICE

STATEMENT OF FINANCIAL POSITION

DECEMBER 31, 2016

ASSETS

		2016
Current Assets		
Cash and cash equivalents	$	390,084
Accounts receivable		30,975
Other receivables		30,000
Prepaid expenses		7,755
Total Current Assets		458,814
Property And Equipment, Net		299,094
TOTAL ASSETS	$	757,908

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable and accrued expenses	$	13,914
Accrued payroll and related expenses		152,555
Other liabilities		22,250
Current maturities of long-term debt		3,235
Total Current Liabilities		191,954
Total Liabilities		191,954
Net Assets		
Unrestricted net assets		403,929
Temporarily restricted net assets		162,025
Total Net Assets		565,954
TOTAL LIABILITIES AND NET ASSETS	$	757,908

(See accompanying notes to these financial statements)

MERRIMACK VALLEY DAY CARE SERVICE

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2016

	2016
Revenue and Gains	
Net program service fees	$ 1,498,966
Other revenue	211,262
Contributions	105,741
Investment income	204
Total Revenue and Gains	1,816,173
Expenses	
Salaries and wages	974,815
Employee benefits	107,651
Program supplies	489,381
Occupancy	46,414
Interest expense	146
Depreciation	18,552
Other expenses	62,707
Total Expenses	1,699,666
INCREASE/(DECREASE) IN UNRESTRICTED NET ASSETS	$ 116,507

(See accompanying notes to these financial statements)

MERRIMACK VALLEY DAY CARE SERVICE

STATEMENT OF CHANGES IN NET ASSETS

FOR THE YEAR ENDED DECEMBER 31, 2016

	Unrestricted	Temporarily Restricted	Total
Balance as of December 31, 2015	$ 287,422	$ 40,593	$ 328,015
Increase in unrestricted net assets	116,507	-	116,507
Contributions for capital additions	-	156,862	156,862
Contributions released from restrictions	-	(35,430)	(35,430)
Change in net assets	116,507	121,432	237,939
Balance as of December 31, 2016	$ 403,929	$ 162,025	$ 565,954

(See accompanying notes to these financial statements)

MERRIMACK VALLEY DAY CARE SERVICE

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2016

		2016
Cash Flows From Operating Activities		
Change in net unrestricted net assets	$	116,507
Change in temporarily restricted net assets		121,432
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation		18,552
(Increase) decrease in the following assets:		
Accounts receivable		44,708
Other receivable		(3,333)
Prepaid expenses		(2,476)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses		(986)
Accrued payroll and related expenses		(8,473)
Other liabilities		2,250
Net Cash Provided (Used) By Operating Activities		288,181
Cash Flows From Investing Activities		
Capital acquisitions		(44,660)
Net Cash Used By Investing Activities		(44,660)
Cash Flows From Financing Activities		
Principal payments of long-term debt		(4,753)
Net Cash Provided By Financing Activities		(4,753)
Net Increase (Decrease) in Cash and Cash Equivalents		238,768
Cash and Cash Equivalents, Beginning of year		151,316
CASH AND CASH EQUIVALENTS, END OF YEAR	$	390,084
Supplemental Disclosures of Cash Flow Information:		
Cash expended for interest	$	146

(See accompanying notes to these financial statements)

MERRIMACK VALLEY DAY CARE SERVICE

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Merrimack Valley Day Care Services, "the Agency", is a non-stock, non-profit corporation organized in New Hampshire. The Agency is exempt from federal income taxes under the Internal Revenue Code Section 501(c)(3). The Agency's primary purpose is to provide day care services for a variety of ages in the local community and surrounding towns.

Basis of Accounting

The financial statements of the Merrimack Valley Day Care Services have been prepared on the accrual basis of accounting.

Use of Estimates

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

Income Taxes

The Agency is a not-for-profit organization that is exempt from income taxes under Section 501 ©(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Agency adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities. The Agency has analyzed tax positions taken for filing with the Internal Revenue Service and the state jurisdiction where it operates. The Agency believes that income tax filing positions will be sustained upon examination and does not anticipate any

adjustments that would result in a material adverse affect on the Agency's financial condition, results of operations or cash flows. Accordingly, the Agency has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax position at December 31, 2016.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with a maturity of three months or less, excluding assets limited as to use. Short-term highly liquid investments with an original maturity of more than three months are classified as temporary investments. There were no cash and cash equivalents at December 31, 2016.

Property and Equipment

Property and equipment are carried at cost. Maintenance repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

Financial Statement Presentation

Financial Statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations". Under SFAS No. 117, Merrimack Valley Day Care Services is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted Net Assets are comprised of operating revenues and expenses. Merrimack Valley Day Care Services currently has $403,929 unrestricted net assets as of December 31, 2016.

Temporary Restricted Net Assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Agency. Merrimack Valley Day Care Services currently has $162,025 temporarily restricted net assets as of December 31, 2016.

Permanently Restricted Net Assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Agency. Merrimack Valley Day Care Services has no permanently restricted net assets as of December 31, 2016.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donor Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets.

When a donor restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Accounts Receivable

Accounts receivable consist primarily of amounts due to the Agency at December 31, 2016 for contracted work performed as of that date. Merrimack Valley Day Care Services considers accounts receivable to be fully collectible, accordingly, no allowance for doubtful accounts is required.

NOTE 2 PROPERTY AND EQUIPMENT

The cost and accumulated depreciation of property and equipment at December 31, 2016 follows:

	2016
Land	$105,000
Building and improvements	719,825
Equipment	254,368
Total	1,079,193
Less accumulated depreciation	780,099
Property and Equipment, Net	$299,094

NOTE 3 LONG-TERM DEBT

A summary of notes payable at December 31, 2016:

Note payable to the City of Concord, in monthly installments of $408.00 including interest at 2.5% through August, 2017, collateralized by all organization assets.	$ 3,235
Less current maturities	3,235
Long-term debt, less current maturities	$ 0

Scheduled principal repayments on long-term debt for the next five years follows:

Year Ending December 31	
2017	$ 3,235
2018	---
2019	---
2020	---
2021	---
Total	$ 3,235

NOTE 4 PROGRAM SERVICE FEES

Net program services fees provided for the years ended December 31, 2016 follows:

	2016
Child Day Care Services	$ 393,965
USDA	540,036
Division of Children and Youth Services	55,232
Private Pay	509,733
Total	$ 1,498,966

NOTE 5 FUNCTIONAL EXPENSES

The Agency provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	2016
Program services	$ 1,420,025
Administrative and general	279,641
Total	$ 1,699,666

NOTE 6 RETIREMENT PLAN

The Agency has adopted a defined contribution retirement income plan. Employees are eligible to participate upon reaching age 21 and completing three years of service, at which time the employees are 100% vested. Contributions are determined annually by the Board of Directors. The contributions made in 2016 amounted to $8,398.

NOTE 7 CONCENTRATION OF RISK

The Agency is located in Concord, New Hampshire. The Agency grants credit without collateral to its clients. At December 31, 2016, Title XX (State of New Hampshire) represented 22% of the gross accounts receivable and USDA 21%. No other individual payer source exceeded 10% of the gross accounts receivable balance.

NOTE 8 EVALUATION OF SUBSEQUENT EVENTS

The Agency has evaluated subsequent events through July 12, 2017, the date which the financial statements were available to be issued.

MERRIMACK VALLEY DAY CARE SERVICES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED DECEMBER 31, 2016

Schedule of Expenditures of Awards	Federal CFDA Number	Federal Expenditures
Major Programs		
U.S. Department of Agriculture Pass-through State of New Hampshire Department of Education USDA Food and Nutrition Services	10.558	$ 540,036
Non-Major Programs		
U.S. Department of Health and Human Services Pass-through State of New Hampshire Division of Human Services Social Service Block Grant (Title XX Child Day Care Services	93.596	196,982
U.S. Department of Health and Human Services Pass-Through State of New Hampshire Division of Human Services Social Service Block Grant (Title XX DCYF Protective Services)	93.667	27,616
TOTAL FEDERAL EXPENDITURE		$ 764,634

MERRIMACK VALLEY DAY CARE SERVICES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED DECEMBER 31, 2016

Schedule of Findings and Questioned Costs	Federal CFDA Number	Finding Noncom-pliance	Questioned Costs
Major Programs			
U.S. Department of Agriculture Pass-through State of New Hampshire Department of Education USDA Food and Nutrition Services	10.558	NONE	NONE
Non-Major Programs			
U.S. Department of Health and Human Services Pass-Through State of New Hampshire Division of Human Services Social Service Block Grant (Title XX Child Day Care Services)	93.596	NONE	NONE
U.S. Department of Health and Human Services Pass-Through State of New Hampshire Division of Human Services Social Service Block Grant (Title XX DCYF Protective Services)	93.667	NONE	NONE

MERRIMACK VALLEY DAY CARE SERVICES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED DECEMBER 31, 2016

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unqualified opinion of the financial statements of Merrimack Valley Day Care Services
2. No reportable conditions were disclosed during the audit of the financial statements of Merrimack Valley Day Care Services
3. No instances of noncompliance material to the financial statements of Merrimack Valley Day Care Service were disclosed during the audit.
4. No reportable conditions were disclosed during the audit of the major federal award programs of Merrimack Valley Day Care Services
5. The auditor's report on compliance for the major federal award programs for Merrimack Valley Day Care Services expresses an unqualified opinion.
6. Audit findings relative to the major federal award programs for Merrimack Valley Day Care Services are : None
7. The programs tested as major programs included:
   USDA Food and Nutrition Services – 10.558
8. The threshold for distinguishing Types A and B programs was programs with federal awards expended in excess of $300,000.
9. Merrimack Valley Day Care Services was determined to be a low-risk auditee.

B. FINDINGS - FINANCIAL STATEMENTS AUDIT

NONE

C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

NONE

D. SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

NONE

E. CORRECTIVE ACTION PLAN

NOT APPLICABLE

MERRIMACK VALLEY DAY CARE SERVICES

SCHEDULE OF FINDING AND QUESTIONED COSTS (CONTINUED)

FOR THE YEAR ENDED DECEMBER 31, 2016

Section II – Findings and Questioned Costs

Financial Statement

There were no financial statement findings for the year ended December 31, 2016.

Board of Directors
2017-2018

President
Christy Dolat Bartlett,

Secretary
Meredith Telus,

Secretary
Amy Goldstein,

Lisa Burton,

Catrina Watson,

Karen Dufault,

Donna Raycraft,

Mary Jane Wallner,

Executive Director
Marianne Barter

Marianne Barter

Education
University of New Hampshire, BA in English 1991
New Hampshire Technical Institute, Early Child Education Certificate 2001

Certifications
Early Childhood Master Professional Credential
Early Childhood Administrator Credential
American Red Cross instructor 2003 to present
Certified Nutrition and Physical Activity Self- Assessment for Child Care Consultant

Professional Experience
Executive Director, Merrimack Valley Day Care Service June2017-present
Health and Nutrition Coordinator, Merrimack Valley Day Care Service February 2002-June 2017

- Oversee the daily operations of a large non-profit child care agency
- Oversee 50 staff members, including teachers, cooks, assistants and volunteers
- Monitor the Child and Adult Care Food Program in collaboration with the NH Department of Education for child care centers, family day care homes and afterschool programs statewide
- Work closely with families whose children are enrolled in Merrimack Valley Day Care Service to offer support and referrals as needed
- Work closely with children who are at risk of abuse and neglect and those with special needs
- Have extensive knowledge of mental health and support agencies in the Concord area
- Offer training and support to child care staff
- Serve on committees including Concord Connections, Early Learning NH Strengthening Families, CACFP Sponsors Group, State Scholarship Policy Advisory committee, Spark NH Workforce and Professional Development Committee
- Currently in the second term on the Executive Council of the New Hampshire Child Care Advisory Council
- Currently on the Executive Council of Spark NH

Program Coordinator, Girls Incorporated May2000-January 2002
Owner, Annie's Book Stop book store June 1994-April 2000

Barbara Romanos

Education
Girls Latin High School graduate
Granite State College, Associates Degree in Early Childhood Education
Granite State College, Bachelors Degree in Early Childhood Education

Work History
July 2009-present
Merrimack Valley Day Care Service

- Implement Title 1 grant
- Work one on one with students who are part of the state DCYF system to ensure academic support
- Work closely with the public school system and individual teachers to best meet the needs of title 1 students
- Attend IEP meetings of title 1 students in caseload
- Communicate with parents on the progress of title 1 students
- Substitute in the infant and toddler rooms as needed
- Create curriculum ideas for infant and toddler classrooms as needed

1989-2009
State of New Hampshire
- Case technician for Social Security

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Barbara Romanos	Tutor	14.50	100	$13,840
Marianne Barter	Executive Director		0	0

FORM NUMBER P-37 (version 5/8/15)

Subject: Title I Programs for DCYF (RFA-2017-DCYF-07-TITLE-03)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name Mount Prospect Academy		1.4 Contractor Address PO Box 58 354 Main Street Plymouth, NH 03264	
1.5 Contractor Phone Number 603-536-1102 x1130	1.6 Account Number 05-095-042-421010-29750000	1.7 Completion Date August 31, 2018	1.8 Price Limitation $397,369
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Karen Langley		1.12 Name and Title of Contractor Signatory Karen Langley Director of Academics	

1.13 Acknowledgement: State of NH, County of Grafton

On January 5, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Maria C D Young

MARIA C.D. YOUNG
Notary Public - New Hampshire
My Commission Expires January 18, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

Maria CD Young, Notary

1.14 State Agency Signature Date: 1/18/18	1.15 Name and Title of State Agency Signatory Director DCYF

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Lyck - Attorney On: 1/29/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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Date 1/5/18

Exhibit A

Scope of Services

1. General Terms and Conditions of Contract

1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provided to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.3. The Contractor shall ensure that all activities including, but not limited to field trips and activities out of the classroom are connected to educational goals and objectives and that documentation is available that provides evidence.

1.4. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.

1.5. The Contractor's Title 1 Part D, Subpart 1, Application terms are hereby incorporated by reference into this Agreement as Exhibit A-1.

Mount Prospect Academy
Institution Name

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2016-2019

INSTITUTION LEVEL APPLICATION

1. Program Goals, Measurable Objectives and Assessments - Updates required as needed each year of the funding cycle.

Subject/Program Area	Long Term Goal By end of 2019 SY	What overall changes in academic and vocational abilities do you expect your students to achieve within the 2015-2016 SY?	What assessments that will be used to assess these goals? *Include pre/post dates for reading and math assessments.*	Who is responsible for giving and analyzing student results
Academic Outcomes				Karen Langley, Director of Academics
Mathematics	Continue to develop a comprehensive mathematics program that will enable students to improve their math skills and use them to solve to real world applications	Students will improve their overall math skills; including remediation of skill gaps	Curriculum based assessments Review of student work and classroom assessments (including observations). Accuess assessment through PLATO for all incoming students within the first 30 days and for students who are in the program longer than 60 days the assessment will be given 30 days prior to exit	Karen Langley; Director of Academics, Teachers at Mount Prospect Academy
Reading	Continue to develop a balanced literacy program that will enable students to	Student will improve their total reading skills as measured by an increase in the reading score on	Curriculum Based Measurements to measure fluency and comprehension	Karen Langley; Director of Academics,

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	improve their reading and writing skills, to provide Mount Prospect Academy with convenient, broadly descriptive assessment of individual student skills and accomplishments.	their assessments Students will increase their reading vocabulary as measured by an increase in the reading score on their assessments Students will improve their reading comprehension as measured by an increase in the reading score on their assesments Students will increase the written language skills by: • Improving paragraph construction • Improving usage of capitalization and punctuation • Improving their ability to effectively communicate an idea to the reader	Examination of intake documentation; such as previous academic achievement scores, NECAP scores, previous report cards etc. Voyager Reading Series placement test. Classroom assessments (including observations) focusing on reading and writing Corrective Reading assessment and instruction for students struggling with improving their reading skills. This series also has a writing component Accuess assessment through PLATO for all incoming students within the first 30 days and for students who are in the program longer than 60 days the assessment will be given 30 days prior to exit	Teachers at Mount Prospect Academy
Vocational Outcomes				
Independent Living	Continue to implement the NH Trails Curriculum and the Life Centered Education (LCE) curriculum to enhance	Students will focus on three domains: Personal and Social Skills, Daily Living Skills and Career and Education	Needs Assessment Adult Living Plan	Karen Langley, Director of Academics

	student's vocational and independent living skills	Students will gain skills necessary for living on their own i.e., •Renting an apartment •Grocery shopping •Maintaining a checkbook •Being on time for work •Paying bills on time •Filling out job applications •Identify community resources •Take the vocational assessment and explore possible career opportunities • Cash versus credit • Tour Job Corps • Tour a variety of colleges	Adult Living Transition plan for students who are 17 CareerScope Vocational Assessment Casey Family of Services Assessments administered every 6 months to monitor progress	

Mount Prospect Academy
Institution Name

2. Scope of Project

A. Students to Be Served

Using current data as a basis, estimate the number of students who will participate in the Title I Part D, Subpart 1 program's instructional and support related components each SY year 2016-2019. These numbers can be updated as part of subsequent program renewals.

Ages	Reading	Mathematics		
5 – 10 years old	**0**	**0**		
11 – 15 years old	**70**	**70**		
16 – 18 years old	**80**	**80**		
19+ years old	**5**	**5**		

B. Staff Paid with Title I, Part D, Subpart 1 Funds

Using the chart below describe the staff to be paid with these funds.

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1	1	Title I Instructor	Minimum Associates Degree	35,000 plus benefits
1	1	School to Work Coordinator	Bachelor's Degree	45,000 plus benefits
.5	.5	Literacy Intervention Specialist	Bachelor's Degree	30,000
.5	.5	Math Intervention Specialist	Bachelor's Degree	30,000
1	1	Horticulture Teacher	Bachelor's Degree	45,000 plus benefits
1	1	Carpentry Teacher	Bachelor's Degree	45,000 plus benefits
1	1	Independent Living Coordinator	Minimum Associates Degree	45,000 plus benefits

C. Transition Coordinator

Designate an individual or individuals to be responsible for issues relating to the transition of children and youth from the institution to locally operated programs.

Denise Castonguay — Name of Individual

Transition Coordinator — Title of Individual

D. Staff/Student Ratio's:

Total students provided T1 D support 155 divided by Total T1 D staff FTE 20 = 8 to 1

E. Program Description: (Use additional space as needed)

1) *Describe the program in sufficient detail such that a teacher implementing this project and/or parents/guardians or persons visiting would know what to expect.*

Mount Prospect Academy is a year-round residential treatment facility, with an approved special education school. Our student population includes a mix of coded and non- coded individuals. Mount Prospect believes in an approach that focuses on the student's overall growth and development, with the assumption that across the board growth and development will positively influence the student's ability to address specific issues in his life. For this reason, we have developed an array of services that encompass the broad psychological, behavioral, academic, psychiatric, medical, social, spiritual and vocational needs of our students. These services include individual therapy, group therapy, adventure–based counseling, milieu counseling, behavior modification and behavior management, crisis intervention, regular and special education, vocational and pre- vocational education, experiential education, and transitional living and life skills.

In addition to purely academic and special education needs, a typical Mount Prospect Academy student profile is likely to include many of the following:

Adjudication – court placement
Crimes against persons; including sexual offending, fire setting and physical aggression
History of severe abuse/neglect, often resulting in abuse-reactive behavior
Emotional Handicaps, Learning Disabilities
Oppositional Defiant Disorder, Conduct Disorder, Attention Deficit Hyperactivity Disorder
Other psychiatric disorders including anxiety, post -traumatic stress disorder, bipolar, and depression
Self- mutilation
History of suicide attempts/thoughts
History of alcohol and drug abuse
Enuresis/Encopresis
Dysfunctional, disrupted families
Chronic runaway
Crimes against property including theft and vandalism

The uniqueness of Mount Prospect Academy resides in the nature of its student population and in its attempt to address their destructive behaviors through all of the strands of its therapeutic milieu, including individual and group therapy, adventure –based counseling, a NH frameworks based academic program, special education, intensive vocational experience, family and community outreach, and a "home life" based residential atmosphere.

All of these strands must be woven together in order to help each student become a healthy, intact human being. The importance of what we attempt to accomplish with the individual and for the community at large cannot be overemphasized. We are one of the limited number of facilities in the United States, which attempts to treat behaviors that are recognized by society as perhaps the most destructive of all. Our hope for success lies in the balance of these approaches and in the recognition that there are many ways in which to connect with a student and to help him develop the empathy necessary to alter the course of his life.

How do we measure success with our student? What are desirable outcomes? Because of the complex nature of our student population, and the multiple needs of each student, measuring success has many components. What do we need to do to return students to their families and communities so that everyone is safe, and students live productive lives? Effective treatment has to be a major emphasis at Mount Prospect Academy. Through the many strands of our program, we attempt to reach "reach" our students, to help them develop empathy, to help them recognize the triggers for their inappropriate behavior, to manage their anger, to understand and survive their family dynamics, and to help them build genuine self- esteem. For our students who are on Individualized Education Plans, academic achievement is measured in terms of accomplishing IEP goals and objectives. The success of our non-

identified students is measured in the amount of growth shown in achieving the standards set forth in the NH Curriculum Frameworks. Our academic program does not stand alone; it is part of the overall therapeutic milieu.

Mount Prospect Academy students are provided with a NH Curriculum Frameworks based curriculum that intergrates the Common Core standards. Students undergo assessments for basic skills when they arrive at Mount Prospect. Teachers quickly observe and record a student's ability to read, comprehend, write and perform basic mathematical functions. Then the teachers focus on the areas in which the student needs help, individualizing to meet both IEP objectives and observed efficiencies in core subject areas.

To an at-risk student, regaining the educational ground they have lost over the years can seem an insurmountable task. Without options to regain lost credits—effective options that keep them from having to retake class with much younger students—they may see dropping out as their only recourse. Many of the students we currently serve move throughout the system and often cannot earn the credits necessary to obtain their high school diploma.

About 5 years ago, Mount Prospect Acadmey implemented the use of PLATO as part of our credit recovery program. PLATO Learning Environment is an effective credit recovery solution. PLATO curriculum gives students a needed alternative and second chance to learn online and be challenged by rigorous, standards-driven content.

PLATO Learning is self-paced and put in real-world context and coupled with offline activities and Internet resources that reinforce learning in areas of greatest weakness. It allows students to complete course requirements more rapidly, recover credits, regain self-confidence, and graduate on time.

We recently started to administer Accuess, a computerized assessment program offered through PLATO that assesses a student's Reading, Math and Language skills. We are beginning to use this data, along with the curriculum based assessments data to monitor student progress and determine which students would benefit from the additional supports offered thorough Title I.

This year we will add a part-time reading and part-time math interventions specialists. They will provide individual instruction to the students who cannot, or will not, participate in classroom or small group instruction because of their skill deficit levels. The "At Your Own Pace" series builds on the basic literacy skills and "bridges the gap" to more advanced learning. Designed specifically for adults and older youth, "At Your Own Pace" (AYOP) teaches essential foundation skills at low reading levels, and develops independence and self-pacing skills required for quick progress in basic education courses. AYOP provides a solid foundation of core academic skills which are necessary in any basic education course, creating a simple, easy-to-use "checklist" for students entering or completing courses at this level.
This effective individualized learning series presents Reading, Math and English skills at a 3rd to 6th grade literacy level. Building on the basic skills, the At Your Own Pace materials bridge the gap for more accelerated and advanced learning.
Individualized, scaffolded instruction assures basic skill proficiency. Following the concept of scaffolded instruction, the At Your Own Pace series provides the first rung of instruction on the academic ladder of success. This series presents skills at a lower literacy level and offers a very basic understanding of the skill. In this way, when students move up the academic ladder for more complex instruction, they have a foundation or basis in the concepts to build upon. This approach to instruction increases the success of the student in the next academic program. With three series titles, Math At Your Own Pace, Reading At Your Own Pace, and English At Your Own Pace, this powerful self-instructional series quickly builds basic skills at low reading levels – it also provides for the development of self-pacing skills, which can boost confidence, motivation, and student independence in learners at this level.

Title I will enhance and supplement the services already being provided at Mount Prospect Academy by providing intensive small group and one-on-one work that is necessary to bring students with deficits in literacy and mathematics closer to grade level. The Title I tutor along with the Reading and Math intervention specialists will provide assistance both in and out of the classroom to our Tier 2 and Tier 3 students to support their understanding of the material being presented.

2) *Describe function of major personnel such as home/school coordinators. (Attached job descriptions are appreciated)*

Last year Mount Prospect Academy added an Adult Living and Transition coordinator. This individual provides oversight and guidance to the Adult Living Teachers and to the treatment teams. This individual also oversees the development of Extended Learning Opportunities (ELO's) and is fostering relationships with many businesses and organizations within our community to enhance student opportunities for educational and work opportunities.

This year, we plan on adding a School-to Work Coordinator (to be hired) whose primary responsibility will be to oversee vocational sites within the community. Some of these sites will be to non-paid sites to use as an assessment site to determine if a student can consistently demonstrate the skills necessary to be successful in a paid job. Another responsibility of the School to Work Coordinator will be to find paid employment in the community for students whose team has determined they have met the expectations necessary to be employed at a community-based site. We have had more and more students enter our program who will turn 18 and need to live on their own. They need to obtain employment so they can save money to be able to afford a place to live when they are no longer in our program. We have had students obtain employment at the Common Man restaurant, Owl's Nest, Loon, Subway, McDonald's, Burger King and Dunkin Donuts. To date, there has not been the system in place to successfully monitor the student's progress, communicate with the employer and the student's team or assist in opening and managing the student's bank accounts to ensure they will have adequate funds upon their exiting from the program.

Another addition we anticipate adding to our current program is a Horticulture Operations program as a vocational program. This is a comprehensive program that engages students in learning plant anatomy, physiology and growth requirements; bedding crop production; landscape design and development; greenhouse production and management; and green technology for sustainability. We have developed career-related core skills and understandings for Math, Science and English along with career related employability skills. Our Science program has been learning about hydroponics and has grown some plants on a small scale. They have done experiments using fish or fertilizer and have done research on expanding the program. We would hire a Horticulture teacher to oversee this project and incorporate it as one of our vocational options for students.

3) *Describe any additional services, beyond instruction, for children and youth provided with these funds such as career counseling, etc.*

Beginning last year our programming is supporting the inclusion of an Adult Living teacher in each classroom working full-time with the core teachers, the academic case manager and behavioral support personnel. These teachers administer comprehensive assessments and provide instruction in three major domains; Personal and Social Skills, Education and Career Skills and Daily Living Skills to all students enrolled in our program. Students have gone on tours of Job Corps, not only in Manchester but also Devens, MA and Vergennes, VT. Students have gone on tours of several colleges including UNH, SNHU, NHTI, Colby Sawyer and Plymouth University. Each student completes a career assessment

F. Transition Services:

1) *Identify (by dollar amount) the financial reserves (must be between 15-30 percent of allocated funds) which will be used to provide transitional education services for neglected or*

delinquent children and youth. ***It is required to set-aside a minimum of 15% and a maximum of 30% (each program year) of your dollars for this purpose.***

Of the $356,968.46 received, $ 71,393.92 (20%) will be used to provide transitional education services for neglected or delinquent youth.

2) *Describe how the above reserved funds will be used for transitional educational services (i.e. to re-enter school successfully or preparation for employment).*

These funds are used for transition in the following ways: onsite transition planning, course materials, software, and assessment to provide classroom activities on pre-employment aptitude and interest building; workplace social and behavioral skill-building; guidance services, GED preparation, and assessments; developing transition plans; assisting with transfer from the institution; providing referrals; teaching money management skills; teaching how to access community and agency resources; and assisting with college and career information.

Mount Prospect Academy
Institution Name

G. Professional Development:

1) List the major **NEEDS** of the ***Title I staff and institution staff*** relating to the objectives of the Title I project that can be met by in-service training programs.

The primary focus of all of our professional development for the 2016-2017 academic year is improved student learning and engagement. Mount Prospect Academy faculty has requested assistance with developing unit plans that concentrate on key concepts and integrate literacy into their content areas. This year we will focus on the data that we are using in making our decisions regarding student learning. The teachers need to be able to answer the questions, using the data they are gathering, "How do you know the students learned the information? How are they demonstrating that they have learned the information being taught?" We are also looking at the brain, brain development and how students learn, particularly the population of students that we serve. Over 90% of the students who attend Mount Prospect Academy have experienced some type of trauma in their lives. Another focus of the professional development training will be looking at student behavior and the data that we are collecting around student behavior and school culture.

2) Describe all staff development activities to be funded by this grant. PD activities for 2016-2017 only. Activities will be updated each year with the budget summary. (How many hours of training, when, for whom, and what topics will be covered?) Include a timeline.

Two Academic Case Managers will attend the three-day institute. This three-day institute will provide in-depth training on the Rehabilitation for Empowerment, Natural supports, Education, and Work (RENEW) model and process.

Through group activities and instruction, participants will learn to engage youth in the process, facilitate personal futures planning through mapping, develop individualized and youth-specific teams and resources, direct the RENEW team process, conduct school-to-career planning, and empower youth to lead the process.

A brief overview will be provided of necessary system supports to ensure successful implementation. Attendees will leave the series with the knowledge and skills to implement RENEW in their practices.

Agenda:

- Day 1: Orientation to the RENEW Process, youth and family engagement, personal futures planning.
- Day 2: Team facilitation, progress monitoring, resource development, transition and employment strategies.
- Day 3: Mapping examples, implementation challenges and successes, transitioning youth from RENEW, fidelity and coaching.

H. Coordination:

Describe how the program/s will be coordinated with other appropriate State and Federal programs, such as Vocational Education, Special Education, Work Force Investment Act and local dropout prevention programs. If applicable grade levels, describe how the institution will endeavor to coordinate with local businesses for training and mentoring opportunities for participating youth.

Mount Prospect Academy has an extensive vocational training and applied learning program that involves not only on-site but off-site job training. This is the result of coordinated effort with many local businesses. Career development and awareness, emphasizing transition back to the community, are integrated through the NH Trails and LCE curriculum, classroom work, on-campus work, and off-campus work experiences in local businesses. The current Adult Living Coordinator position will be expanded to include a focus on transition incorporating the independent living skills that the students are learning within the classroom. This person, along with the treatment teams, will assist in the creation of individualized transition plans for each student. This blended process compliments the RENEW process.

The Automotive and Culinary Arts vocational programs at Mount Prospect Academy are completely funded by Mount Prospect Academy, not through federal grants. Mount Prospect Academy also funds the positions of Treatment Coordinators, Milieu Clinicians and Permanency Coordinators, who do extensive work with transition: individually, in groups, and with family systems. Mount Prospect Academy also funds four special education case managers who work with students on their learning needs and also work on the educational transition of our students.

We believe that by combining special education services with the information the teachers can gain (through Title I sponsored in- service trainings) all of our students will make considerable gains; academically and behaviorally.

The Department of Education is supporting learning through participation in extended learning opportunities (ELO's). Fred Bramante, a supporter of ELO's across the country, was our guest speaker at graduation a few years ago inspiring our teachers. Our students thrive in their participation in our vocational programs which often result in their ability to successfully complete high school.

Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (CFDA) # 84.010, Title 1 Part D, Subpart 1, ESA.
2. The State shall pay the Contractor an amount not to exceed the Grant Limitation, specified in block 1.8 of the Grant Agreement General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1, Title I application.
3. The Contractor shall use and apply all contract funds for authorized costs to provide services in Exhibit A, Scope of Services and Exhibit A-1, Title 1 application, in accordance with the budgets in Exhibit B-1, Exhibit B-2, and Exhibit B-3.
4. Payment for services provided in accordance with Exhibit A, Scope of Services and Exhibit A-1, Title1 applications, shall be made as follows:
   - 4.1. Payments shall be made on cost reimbursement basis only, for actual incurred costs, expenses, and fees.
   - 4.2. Allowable costs, expenses and fees are those included in Exhibit B-1, Exhibit B-2, and Exhibit B-3.
5. The Contractor will submit monthly invoices using invoice forms provided by the Department, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
6. The Department invoice must be completed and signed by the Contractor, or an authorized representative, in order to initiate payment.
7. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
8. The Contractor shall submit supporting documentation that support evidence of actual expenditures, in accordance with Exhibit B-1, Exhibit B-2, and Exhibit B-3.
9. The completed invoice must be submitted to:

   DCYF Fiscal Administrator
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
10. Notwithstanding anything to the contrary herein, the Contactor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1
DCYF Title I Program
2017 Summer School
(SFY18) Budget

Line Item	Amount
Salaries	$28,333.33
Benefits	$9,250.56
Travel	$2,140.00
Total	**$39,723.89**

Contractor Initials KP
Date 1/5/18

Exhibit B-2
DCYF Title I Program
2017-2018 School Year
(SFY18) Budget

Line Item	Amount
Salaries	$229,167
Benefits	$58,496
Travel	$2,310
Supplies and Materials	$7,000
Books	$1,000
Total	**$297,973**

Contractor Initials KP
Date 1/5/18

Exhibit B-3
DCYF Title I Program
2018 Summer School
(SFY19) Budget

Line Item	Amount
Salaries	$45,833
Benefits	$11,699
Travel	$2,140
Total	**$59,672**

Contractor Initials KP
Date 1/5/18

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination, or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate, or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

   The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name: Mount Prospect Academy

1/5/18
Date

Karen Langley
Name: Karen Langley
Title: Director of Academics

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Mount Prospect Academy

1/5/18
Date

Karen Langley
Name: Karen Langley
Title: Director of Academics

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials KP
Date 1/5/18

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Mount Prospect Academy

1/5/18
Date

Karen Langley
Name: Karen Langley
Title: Director of Academics

Contractor Initials KL
Date 1/5/18

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name: Mount Prospect Academy

1/5/18
Date

Karen Langley
Name: Karen Langley
Title: Director of Academics

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Mount Prospect Academy

1/5/18
Date

Karen Langley
Name: Karen Langley
Title: Director of Academics

Contractor Initials KL
Date 1/5/18

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Mount Prospect Academy
The State	Name of the Contractor
	Karen Langley
Signature of Authorized Representative	Signature of Authorized Representative
Joseph Ribsam	Karen Langley
Name of Authorized Representative	Name of Authorized Representative
Director DCYF	Director of Academics
Title of Authorized Representative	Title of Authorized Representative
1/18/18	1/5/18
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Mount Prospect Academy

1/5/18
Date

Karen Langley
Name: Karen Langley
Title: Director of Academics

FORM A

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

1. The DUNS number for your entity is: 969230668

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

   __X__ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials KL
Date 1/5/18

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.

   2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

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

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

2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MOUNT PROSPECT ACADEMY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **423309**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of November A.D. 2017.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, _____Richard Phelps_____, do hereby certify that:
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of _____Mount Prospect Academy_____.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on _____1/5/18_____:
(Date)

RESOLVED: That the _____Director of Academics_____
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the __5th_ day of _____January_____, 2018__.
(Date Contract Signed)

4. _____Karen Langley_____ is the duly elected _ Director of Academics_____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Richard Phelps LICSW
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 5th day of Jan., 2018,

By Richard Phelps.
(Name of Elected Officer of the Agency)

Maria C D Young
(Notary Public/Justice of the Peace)

Commission Expires: 01-18-2022

MARIA C. D. YOUNG
Notary Public - New Hampshire
My Commission Expires January 18, 2022

MPAIN-1 OP ID: CH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/05/2018

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

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

PRODUCER
Kinney Pike/Hartford
The Junction Market Place
1011 North Main Street
White River Junction, VT 05001
Justin C. Barwood

CONTACT NAME:
PHONE (A/C, No, Ext): 802-295-3329 FAX (A/C, No): 802-296-6126
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	18058
INSURER B : Maine Employers Mutual	11149
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MountProspectAcademy Inc
PO Box 325
Orford, NH 03777-0325

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK1759773	01/01/2018	01/01/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK1759313	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB568788	01/01/2018	01/01/2019	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5101800528	07/03/2017	07/03/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Property Section			PHPK1759773	01/01/2018	01/01/2019	BlktBldg	12,290,000
							Ded	2,500

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

Workers Compensation Statutory coverage applies in VT. Jay Wolter is an excluded officer.

CERTIFICATE HOLDER

STATENH

State of New Hampshire
Department of Children,
Youth & Families
97 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Becket

Youth Driven • Family Centered • Community Focused

MOUNT PROSPECT ACADEMY

PO Box 58
354 Main Street
Plymouth, NH 03264
603-536-1102
Fax: 603-536-3074

Mount Prospect Academy Mission Statement

The mission of Mount Prospect Academy is to provide a caring and safe therapeutic environment where all students have the opportunity to acquire the skills and personal growth needed to realize their educational and social potential. Our mission is to develop trusting relationships and facilitate experiences that teach and promote a student's ability to self-regulate and manage their thoughts and feelings to develop feelings of safety, confidence and competency. Our treatment foundation is Attachment Theory and uses a variety of trauma informed practices including the Attachment, Self-Regulation, Competency (ARC) model which is integrated into both the academic and residential milieu. Mount Prospect Academy uses a strength-based philosophy that recognizes each student's potential and fosters growth in meeting their full potential. Mount Prospect Academy uses an integrated approach to motivate, educate and empower our students and provide them with the tools they will need to become contributing citizens within the community. Through active engagement in the academic and vocational experiences provided to our students at Mount Prospect Academy, we are "Preparing Our Students for the Business of Life".

BerryDunn

Becket

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2017

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Boards of Trustees
Becket Academy, Inc. and Affiliates

We have audited the accompanying consolidated financial statements of Becket Academy, Inc. and Affiliates, which comprise the consolidated statement of financial position as of June 30, 2017, and the related consolidated statements of activities and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Becket Academy, Inc. and Affiliates as of June 30, 2017, and the consolidated changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating schedules are presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position and changes in net assets of the individual entities and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 14, 2017

BECKET ACADEMY, INC. AND AFFILIATES

Consolidated Statement of Financial Position

June 30, 2017

ASSETS

Current assets	
Cash and cash equivalents	$ 7,135,852
Assets whose use is limited	131,833
Tuition and fees receivable, net of allowance for doubtful accounts of $226,000	5,891,169
Current portion of notes receivable	52,668
Prepaid expenses	147,465
Total current assets	13,358,987
Property and equipment	
Land and land improvements	2,697,633
Buildings and building improvements	14,349,177
Leasehold improvements	2,264,372
Vehicles and equipment	3,941,042
Furniture and fixtures	1,386,386
Construction-in-progress	1,545,504
	26,184,114
Less accumulated depreciation	9,045,154
Net property and equipment	17,138,960
Other assets	
Replacement reserves	7,544
Notes receivable, net of current portion	50,000
Total other assets	57,544
Total assets	$ 30,555,491

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

LIABILITIES AND NET ASSETS

Current liabilities	
Current portion of long-term debt	$ 1,335,000
Accounts payable	896,781
Accrued expenses	2,434,557
Prepaid tuition	203,044
Estimated third-party payor settlements	304,002
Total current liabilities	5,173,384
Long-term debt, net of current portion and unamortized deferred costs	7,556,972
Total liabilities	12,730,356
Unrestricted net assets	17,825,135
Total liabilities and net assets	$ 30,555,491

BECKET ACADEMY, INC. AND AFFILIATES

Consolidated Statement of Activities

Year Ended June 30, 2017

Changes in unrestricted net assets	
Revenue and support	
Tuition, room and board, and other support, net	$ 58,888,986
State nutrition program	157,661
Other revenue	510,379
Total revenue and support	59,557,026
Expenses	
Program expenses	
Education and home life	50,419,217
Supporting expenses	
General administration	5,088,975
Total expenses	55,508,192
Gain on disposal of property and equipment	75,879
Total change in net assets	4,124,713
Net assets, beginning of year	13,700,422
Net assets, end of year	$ 17,825,135

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

BECKET ACADEMY, INC. AND AFFILIATES

Consolidated Statement of Cash Flows

Year Ended June 30, 2017

Cash flows from operating activities	
Change in net assets	$ 4,124,713
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation and amortization	1,612,865
Gain on disposal of property and equipment	(75,879)
Change in allowance for doubtful accounts	15,000
Decrease (increase) in	
Tuition and fees receivable	258,756
Prepaid expenses	100,457
Notes receivable	(58,868)
Other receivable	349,310
Decrease in	
Accounts payable	(94,200)
Accrued expenses	(361,651)
Prepaid tuition	(121,385)
Estimated third-party payor settlements	(20,693)
Net cash provided by operating activities	5,728,425
Cash flows from investing activities	
Decrease in replacement reserve	30,321
Proceeds from sale of property and equipment	388,398
Purchase of property and equipment	(3,373,334)
Increase in assets whose use is limited	(64,561)
Net cash used by investing activities	(3,019,176)
Cash flows from financing activities	
Proceeds from long-term borrowings	355,000
Principal payments on long-term borrowings	(1,357,668)
Payment of deferred financing costs	(14,273)
Net cash used by financing activities	(1,016,941)
Net increase in cash and cash equivalents	1,692,308
Cash and cash equivalents, beginning of year	5,443,544
Cash and cash equivalents, end of year	$ 7,135,852
Supplemental disclosures	
Noncash investing and financing transactions	
Acquisition of property and equipment with issuance of long-term debt to seller's financing company	$ 726,412

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

Nature of Business

Becket Academy, Inc. and Affiliates (the Organization) provides community-based and residential treatment and education services to children, adolescents and young adults through various schools and programs collectively known as the Becket Family of Services.

Becket Academy, Inc. (Becket) is a not-for-profit corporation incorporated under provisions of the laws of the State of Maine with residential programs at locations in Gorham, Belgrade, Lewiston, Auburn and Litchfield, Maine, and Rumney, New Hampshire. Becket operates two region based special purpose schools to serve the residents at the programs and community students in need of specialized academic services. Becket also operates adult group homes in Maine, Massachusetts and New Hampshire.

The Mountain Valley Treatment Center (MVTC) is a not-for-profit corporation incorporated under provisions of the laws of the State of Maine. Becket is its sole member and they are currently governed by the same Board of Trustees. MVTC provides residential treatment for adolescents struggling with anxiety disorders at a location in East Haverhill, New Hampshire.

Mount Prospect Academy (MPA) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of New Hampshire. MPA has a self-perpetuating Board of Trustees completely separate from the Board which governs Becket. Despite the division of control among these entities, they continue to be economically reliant on each other. MPA is licensed by the State of New Hampshire and operates a residential school in Plymouth, New Hampshire. MPA also provides comprehensive in-home and community support services to families in New Hampshire and northeastern Massachusetts under the name Project Connect and Solid Foundations.

Vermont Permanency Initiative (VPI) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of Vermont. VPI operates the New England School for Girls and Vermont School for Girls, each a 30 bed residential treatment program for girls operated in Bennington, Vermont. VPI also operates Connecticut River Academy, LLC (CRA), a specialized day school in Bradford, Vermont, the Becket House at Newbury in Newbury, Vermont, East Haverhill Academy in Pike, New Hampshire, the Depot Street program, and the Becket House at Campton, in Campton, New Hampshire. VPI offers community based support to youth and families in Vermont through the trade name Vermont Support & Stabilization. VPI has a self-perpetuating Board of Trustees that is comprised of the same members as MPA, and completely separate from the Board which governs Becket and MVTC. Despite the division of control among these various entities, they continue to be economically reliant on each other.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the activity of Becket, MPA, MVTC and VPI. All material intercompany transactions and balances have been eliminated in consolidation.

Basis of Presentation

The accompanying consolidated financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on the Organization as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. The Organization displays its activities and net assets in three classes: unrestricted, temporarily restricted and permanently restricted.

Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Expirations of temporary restrictions on net assets (that is, situations in which the donor-imposed stipulated purpose has been accomplished and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets. The Organization had no temporarily or permanently restricted net assets as of June 30, 2017.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

All unrestricted, highly liquid investments with an original maturity of three months or less are considered to be cash equivalents.

The Organization maintains its cash and certificates of deposit in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant risk with respect to these accounts.

Assets Whose Use is Limited

Assets whose use is limited consists of cash and cash equivalents reserved for the Organization's self-insurance plans.

Tuition and Fees Receivable

Tuition and fees receivable are stated at the amount the Organization expects to collect from outstanding balances, net of discounts of $329,932 in 2017.

The Organization provides for probable uncollectible amounts through a charge to current-year earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after the Organization has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

Property and Equipment

Property and equipment are stated at cost or, if donated, at the fair market value at the date of donation. Expenditures for repairs and maintenance are expensed when incurred, and betterments and assets purchased in excess of $1,000 are considered for capitalization.

Depreciation of property and equipment is charged against operations using the straight-line method over the estimated useful lives of these assets, as follows:

	Years
Land improvements	7 - 10
Buildings and building improvements	7 - 30
Leasehold improvements	5 - 25
Vehicles and equipment	3 - 5
Furniture and fixtures	2 - 15

When assets are sold or disposed of, the related cost and accumulated depreciation and amortization are removed from the respective accounts, and any resulting gain or loss is included in the consolidated statement of activities.

Replacement Reserves

Becket has a mortgage note payable to Maine State Housing Authority. This mortgage note requires Becket to maintain a replacement reserve fund in a separate account for the purpose of providing a cash reserve for future property replacement needs. This restricted amount is classified as "replacement reserves" in the consolidated statement of financial position and is generally not available for routine operating expenses.

Deferred Costs

Certain costs related to long-term debt, such as accountants, attorneys and underwriting fees, are capitalized and amortized on a straight-line basis over the lives of the respective debt issues. These costs are presented as a direct deduction from the carrying amount of the related long-term debt. In addition, the amortization of the deferred costs is included with interest expense.

Tuition, Room and Board, and Other Support and Other Changes in Net Assets

Tuition, room and board, and other support are recorded as increases in unrestricted net assets at the time the services are provided. In some circumstances, tuition revenues are received prior to the school year and are recorded as a current liability under prepaid tuition.

Expenses are reported as decreases in unrestricted net assets. Gains and losses on other assets and liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor restriction or by law. Expirations of temporary restrictions, if any, on net assets by fulfillment of the donor-stipulated purpose or by passage of the stipulated time period are reported as reclassifications between the applicable classes of net assets.

Additionally, the Organization has contractual arrangements with the Maine Department of Health and Human Services (DHHS) to render services to qualifying residents under certain cost-based and fee-for-service reimbursement programs which may result in the Organization receiving payments for such services which differ from the standard charges. The Organization records its revenue at the net amount expected to be paid by DHHS based upon established rates.

Income Taxes

The entities comprising the Organization are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code (the Code), whereby only unrelated business income, as defined by Section 512(a)(1) of the Code, is subject to federal income tax.

Allocation of Costs

The costs of providing various programs and other activities have been summarized on a functional basis in the consolidated statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Advertising

The Organization follows the policy of charging the costs of advertising to expense as incurred. Advertising expense totaled $330,069 in 2017.

2. Significant Concentrations and Estimated Third-Party Payor Settlements

Approximately 16% of the revenue recorded during 2017 was from beneficiaries of the New Hampshire Medicaid program.

Approximately 11% of the revenue recorded during 2017 was from the Vermont Department of Education and various school districts located in Maine, New Hampshire, Vermont, Massachusetts, New York and Connecticut.

Approximately 20% of the revenue recorded during 2017 was from the Massachusetts Department of Mental Health and Developmental Services.

Approximately 19% of the revenue recorded during 2017 was from beneficiaries of the Maine Medicaid (MaineCare) program. Under this program, the provider is reimbursed for the care of qualified residents at specified interim rates during the year. Differences between these interim contractual rates and the "cost" of this care, as defined by the Principles of Reimbursement (the Principles) governing the respective programs, are determined and settled on a retroactive basis. Laws and regulations governing the MaineCare program are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

The consolidated financial statements reflect estimated settlements due under the MaineCare program. Although management expects to receive the estimated amounts, different interpretations of the governing Principles by regulatory authorities could result in subsequent adjustments. Settlements do not become final until cost reports are audited and approved by DHHS. Differences between estimated and actual settlements are recorded as contractual adjustments in the year of final determination.

The estimated balance due to MaineCare was $304,002 as of June 30, 2017 relating to balances from prior years currently under appeal.

Due to the concentration of residents who receive benefits from the various state Medicaid reimbursement programs, the Organization is highly dependent upon regulatory authorities establishing reimbursement rates that are adequate to sustain the Organization's operations.

3. Notes Receivable

Notes receivable consists of the following:

Becket Academy, Inc.	
Note receivable from an employee bearing interest of 5% annually. Payments of $25,000, plus accrued interest, on June 30, annually through 2020. If the employee remains employed by Becket on the day such payments are due, the payment amount shall be forgiven.	$ 75,000
Mountain Valley Treatment Center	
Note receivable from an employee bearing interest of 4% annually. Due in September 2017.	27,668
Total notes receivable	102,668
Less current portion	(52,668)
Notes receivable, net of current portion	50,000

4. Lines of Credit

Becket holds a line of credit agreement with Key Bank under which Key Bank agrees to advance up to $250,000 to Becket upon request. Monies advanced accrue interest at the rate of 5.25%. There was no balance outstanding as of June 30, 2017. The line of credit is collateralized by a security interest in all assets of Becket.

VPI holds a line of credit agreement with Bar Harbor Bank & Trust under which Bar Harbor Bank & Trust agrees to advance up to $250,000 to VPI upon request. Monies advanced accrue interest at the rate of 5.50%. There was no balance outstanding as of June 30, 2017.

5. Long-Term Debt

Long-term debt consists of the following:

Becket Academy, Inc.

Note payable to Maine State Housing Authority, due in monthly installments of $2,661, including interest at 7.0%, through April 2032; collateralized by land, buildings and equipment in Litchfield, Maine.	$ 283,451
Note payable to Maine State Housing Authority, due in monthly installments of $1,830, including interest at 7.0%, through October 2029; collateralized by real estate in Lewiston, Maine.	181,713
Note payable to Maine State Housing Authority, due in monthly installments of $1,830, including interest at 5.5%, through December 2030; collateralized by real estate in Lewiston, Maine	88,620
Note payable to Key Bank, due in monthly installments of $3,608, including interest at 3.99%, through October 2017, at which time the remaining balance is due in full; collateralized by real estate in Belgrade, Maine.	494,037
Note payable to United Bank, due in monthly installments of $2,178, including interest at 4.25%, through February 2023; collateralized by certain real estate in Lakeville, Massachusetts.	297,409
Note payable to United Bank, due in monthly installments of $2,158, including interest at 4.25%, through January 2023; collateralized by real estate in Springfield, Massachusetts.	195,780
Note payable to Bar Harbor Bank & Trust, due in monthly installments of $4,636, including interest at 4.5%, through February 2032; collateralized by certain real estate of Becket.	103,371

Note payable to Coastal Enterprises, Inc., due in monthly installments of $4,985, including interest at 6.0%, through March 2023, at which time the remaining balance is due in full; collateralized by substantially all assets of Becket.	277,391
Note payable to United Bank, due in monthly installments of $2,158, including interest at 4.25%, through March 2023; collateralized by real estate in Westminster, Massachusetts.	279,815
Note payable to Coastal Enterprises, Inc., due in monthly installments of $5,572, including interest at 6.0%, through February 2024, at which time the remaining balance is due in full; collateralized by real estate in Auburn and Belgrade, Maine.	365,620
Note payable to Bar Harbor Bank & Trust, due in monthly installments of $4,636, including interest at 4.625%, through June 2034; collateralized by certain real estate of Becket.	654,040
Note payable to Union Bank, due in monthly installments of $3,079, including interest at 4.25%, through September 2019, at which time the remaining balance is due in full; collateralized by real estate in Bethlehem, New Hampshire.	227,275
Various vehicle notes payable to financial institutions, due in monthly installments, including interest, ranging from $291 to $793, totaling $19,747.18. Interest rates range from 0% to 9.50%. Maturities range from July 2018 through June 2021. The notes are collateralized by vehicles.	233,106
Total Becket Academy, Inc.	3,681,628
Mount Prospect Academy, Inc.	
Note payable to Meredith Village Savings Bank, due in monthly installments of $6,294, including interest adjusted annually in April to *The Wall Street Journal's* prime rate plus 1% (5.25% at June 30, 2017), through April 2028; collateralized by real estate in Plymouth, New Hampshire.	655,337
Note payable to Meredith Village Savings Bank, due in monthly installments of $5,392, including interest adjusted annually in April to *The Wall Street Journal's* prime rate plus 1% (5.25% at June 30, 2017), through April 2028; collateralized by real estate in Plymouth, New Hampshire.	589,595

Note payable to Meredith Village Savings Bank, due in monthly installments of $2,827, including interest adjusted annually in April to *The Wall Street Journal's* prime rate plus 1% (5.25% at June 30, 2017), through April 2028; collateralized by real estate in Haverhill, New Hampshire.	241,632
Note payable to Community Guarantee Savings Bank, due in monthly installments of $1,617, including interest at 6.50%, through December 2023; collateralized by real estate associated with the debt.	102,370
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from $327 to $677, totaling $7,340. Interest rates range from 0% to 7.94%. Maturities range from February 2019 through March 2022. The notes are collateralized by vehicles and equipment.	285,930
Total Mount Prospect Academy, Inc.	1,874,864
Mountain Valley Treatment Center	
Note payable to Meredith Village Savings Bank, due in monthly installments of $3,884, including interest at 6.25%, through May 2019, at which time the remaining balance is due in full; collateralized by real estate in Plymouth, New Hampshire.	193,273
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from $393 to $770, totaling $7,358. Interest rates range from 0% to 4.09%. Maturities range from December 2018 through October 2021. The notes are collateralized by vehicles and equipment.	205,005
Total Mountain Valley Treatment Center	398,278
Vermont Permanency Initiative, Inc.	
Note payable to Merritt Family, due in monthly installments of $8,835, including interest at 7.0%, through January 2038, at which time the remaining balance is due in full; collateralized by land and property in Bennington, Vermont.	1,154,488
Note payable to Woodsville Guaranty Savings Bank, due in monthly installments of $5,372, including interest at 6.0%, through August 2022, at which time the remaining balance is due in full; collateralized by real estate in Newbury, Vermont.	690,037

Note payable to William and Carol Bailey, due in monthly installments of $1,988, including interest at 6.0%, through August 2019, at which time the remaining balance is due in full; collateralized by real estate in Newbury, Vermont.	138,602
Note payable to William and Carol Bailey, at an interest rate of 5.0%. Interest only payments of $313 are due in monthly installments through August 2019. Principal and interest payments will commence September 2019 of $1,415 through September 2024; collateralized by real estate in Newbury, Vermont.	75,000
Note payable to Bar Harbor Bank & Trust, at fixed interest rate of 4.50% through October 2020, and then repriced every five years to FHLB, 5-Year Constant Maturity Treasury Rate plus 3.25% every five years until maturity. Principal and interest payments of $2,232 through October 2035; collateralized by properties in Bennington, Vermont.	333,795
Note payable to Lake Sunapee Bank, at fixed interest rate of 4.75% through May 2022, and then repriced every five years to FHLB, 5-Year Constant Maturity Treasury Rate plus 3.25% every five years until maturity. Principal and interest payments of $1,842 through May 2027; collateralized by properties in Bennington, Vermont.	283,570
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from $303 to $823, totaling $12,000. Interest rates range from 0% to 12.95%. Maturities range from March 2018 through April 2022 The notes are collateralized by vehicles and equipment.	461,535
Total Vermont Permanency Initiative, Inc.	3,137,027
	9,091,797
Less: Current portion	1,335,000
Deferred finance costs, net	199,825
Long-term debt, net of current portion and unamortized deferred costs	$ 7,556,972

Maturities of long-term debt are as follows:

2018	$ 1,335,000
2019	948,000
2020	978,000
2021	616,000
2022	503,000
Thereafter	4,711,797
	$ 9,091,797

Interest expense charged to operations, including amortization of deferred costs of $20,749, was $504,745 in 2017. Cash paid for interest approximates interest expense.

6. Commitments and Contingencies

Operating Leases

The Organization leases facilities from various parties, including related parties. All related party leases are at or below fair market value as determined by independent licensed appraisers. Certain facilities used for the operations of the Organization are owned and maintained by entities, trusts or individuals related to senior management of the Organization. Total rent for all leases was $1,296,519 in 2017. Total rent paid to related parties was $328,000 in 2017.

Future minimum lease payments for all non-cancelable leases having a lease term in excess of one year are as follows:

2018	$ 882,688
2019	592,263
2020	301,607
2021	125,114
Total	$ 1,901,672

Self-Insurance

The Organization has a self-insured healthcare plan for substantially all of its employees. The Organization has obtained reinsurance coverage to limit its exposure associated with this plan individually of $75,000 with an aggregate limit of $3,885,150 of the expected claims. At June 30, 2017, the Organization has accrued $459,271, under the self-insurance contract, reported in the Organization's accrued expenses in the consolidated statement of financial position.

Litigation

The Organization is involved in litigation arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future positions or results of operations.

Property Purchases

The Organization had entered into purchase and sales agreement to purchase several properties in Haverhill and Plainfield, New Hampshire as of June 30, 2017 for land and buildings totaling $2,524,000 for the purpose of expanding programs. These agreements were finalized in August 2017. To finance these purchases the Orgranization obtained the following notes payable:

MVTC note payable of $1,300,000 to Walnut Inns, Inc., due in monthly installments of $8,224, including interest of 4.50%, through August 2022; collateralized by real estate associated with the debt.

Becket Academy note payable of $450,000 to Edward M. Van Dorn, due in month installments of $1,665, including interest of 6.0%, through September 2019; collateralized by real esate associated with the loan.

7. Defined Contribution Retirement Plans

The Organization provides defined contribution retirement plans for eligible employees. All employees aged 21 or older may begin participation in the plans. Years of service requirements range from one to two years depending on the entity. Plan contributions by participants and the Organization range from three percent to five percent of regular salary.

Employer contributions were as follows:

Becket	$ 152,089
MPA	89,425
MVTC	33,879
VPI	119,540
Total	$ 394,933

8. Service Provider Tax

The Maine Legislature enacted legislation that repealed the sales tax on certain kinds of services and replaced it with a new Service Provider Tax (SPT). This law imposes a 6% SPT on the "value" (i.e., sales price) of certain services provided in the State, including Private Non-Medical Institutions services and certain clinical and outpatient services. Providers are taxed based on all revenue, regardless of source, received for the purpose of providing food, shelter and treatment. MaineCare is then reimbursing facilities for their portion of the tax by increasing their direct care per diem rate. The portion of the tax paid on revenue generated from private pay residents will not be funded by MaineCare.

Total SPT expense was $308,207 in 2017.

9. Surplus Revenue Retention

The Organization is allowed to retain a portion of any surplus generated by its contracts with the Commonwealth of Massachusetts. During 2016, the Commonwealth of Massachusetts Operational Services Division amended the surplus revenue retention by eliminating the 20% cumulative limits on surplus revenue retention and increasing the annual surplus limit from 5% of current-year contract revenue to 20%. As of June 30, 2017, as a result of the amendment, the Organization did not identify a contingent liability based on the 20% contractor annual surplus revenue retention criteria.

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 14, 2017, which is the date that the consolidated financial statements were available to be issued.

Purchase of Property

On September 21, 2017 Becket signed a purchase and sale agreement to purchase land and building in Auburn, Maine for the purposes of relocating one of its programs. The agreement is contigent upon approval from both the board of Becket and Maine's Department of Education. The total purchase price for the land and building is $1,150,000 and the agreement is expected to be finalized in November 2017. The Organization plans to purchase this property through a bank financing arrangement.

SUPPLEMENTARY INFORMATION

BECKET ACADEMY, INC. AND AFFILIATES

Consolidating Statement of Financial Position

June 30, 2017

ASSETS

	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Mountain Valley Treatment Center	Vermont Permanency Initiative	Total	Intercompany Eliminations	Consolidated Total
Current assets							
Cash and cash equivalents	$ 4,497,652	$ 979,980	$ 1,014,157	$ 644,063	$ 7,135,852	$ -	$ 7,135,852
Assets whose use is limited	64,425	67,408	-	-	131,833	-	131,833
Tuition and fees receivable, net	2,710,940	971,124	61,814	2,147,291	5,891,169	-	5,891,169
Current portion of notes receivable	25,000	-	27,668	-	52,668	-	52,668
Prepaid expenses	126,969	11,865	2,353	6,278	147,465	-	147,465
Due from related parties	2,214,790	1,133,126	73,300	15,774	3,436,990	(3,436,990)	-
Total current assets	9,639,776	3,163,503	1,179,292	2,813,406	16,795,977	(3,436,990)	13,358,987
Property and equipment							
Land and land improvements	808,649	602,718	364,574	921,692	2,697,633	-	2,697,633
Buildings and building improvements	6,146,528	3,175,379	1,487,404	3,539,866	14,349,177	-	14,349,177
Leasehold improvements	861,748	393,094	623,956	385,574	2,264,372	-	2,264,372
Vehicles and equipment	1,501,836	1,028,497	669,217	741,492	3,941,042	-	3,941,042
Furniture and fixtures	604,223	258,995	370,600	152,568	1,386,386	-	1,386,386
Construction-in-progress	127,928	914,230	341,366	161,980	1,545,504	-	1,545,504
	10,050,912	6,372,913	3,857,117	5,903,172	26,184,114	-	26,184,114
Less accumulated depreciation	3,628,411	2,908,072	1,860,014	648,657	9,045,154	-	9,045,154
Net property and equipment	6,422,501	3,464,841	1,997,103	5,254,515	17,138,960	-	17,138,960
Other assets							
Replacement reserves	7,544	-	-	-	7,544	-	7,544
Notes receivable, net of current portion	440,329	-	-	-	440,329	(390,329)	50,000
Total other assets	447,873	-	-	-	447,873	(390,329)	57,544
Total assets	$ 16,510,150	$ 6,628,344	$ 3,176,395	$ 8,067,921	$ 34,382,810	$ (3,827,319)	$ 30,555,491

BECKET ACADEMY, INC. AND AFFILIATES

Consolidating Statement of Financial Position (Concluded)

June 30, 2017

LIABILITIES AND NET ASSETS

	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Mountain Valley Treatment Center	Vermont Permanency Initiative	Total	Intercompany Eliminations	Consolidated Total
Current liabilities							
Current portion of long-term debt	$ 804,000	$ 208,000	$ 104,000	$ 219,000	$ 1,335,000	$ -	$ 1,335,000
Accounts payable	381,230	191,967	129,330	194,254	896,781	-	896,781
Accrued expenses	917,059	430,787	219,243	867,468	2,434,557	-	2,434,557
Prepaid tuition	-	-	203,044	-	203,044	-	203,044
Estimated third-party payor settlements	304,002	-	-	-	304,002	-	304,002
Due to related parties	-	-	1,354,685	2,082,305	3,436,990	(3,436,990)	-
Total current liabilities	2,406,291	830,754	2,010,302	3,363,027	8,610,374	(3,436,990)	5,173,384
Long-term liabilities							
Long-term debt, net of current portion and unamortized deferred costs	2,808,799	1,638,220	288,230	2,821,723	7,556,972	-	7,556,972
Note payable	-	-	-	390,329	390,329	(390,329)	-
Total liabilities	5,215,090	2,468,974	2,298,532	6,575,079	16,557,675	(3,827,319)	12,730,356
Unrestricted net assets	11,295,060	4,159,370	877,863	1,492,842	17,825,135	-	17,825,135
Total liabilities and net assets (deficit)	$ 16,510,150	$ 6,628,344	$ 3,176,395	$ 8,067,921	$ 34,382,810	$ (3,827,319)	$ 30,555,491

BECKET ACADEMY, INC. AND AFFILIATES

Consolidating Statement of Activities

Year Ended June 30, 2017

	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Mountain Valley Treatment Center	Vermont Permanency Initiative	Total	Intercompany Eliminations	Consolidated Total
Changes in unrestricted net assets							
Revenue and support							
Tuition, room and board, and other support, net	$ 27,878,117	$ 8,547,467	$ 4,678,573	$ 17,784,829	$ 58,888,986	$ -	$ 58,888,986
State nutrition program	59,472	98,189	-	-	157,661	-	157,661
Management fees	504,287	32,282	-	-	536,569	(536,569)	-
Other revenue	393,727	155,526	106,440	13,087	668,780	(158,401)	510,379
Forgiveness of intercompany debt	-	-	928,888	-	928,888	(928,888)	-
Total revenue and support	28,835,603	8,833,464	5,713,901	17,797,916	61,180,884	(1,623,858)	59,557,026
Expenses							
Program expenses							
Education and home life	23,258,029	7,177,086	4,306,314	15,836,189	50,577,618	(158,401)	50,419,217
Supporting expenses							
General administration	2,970,220	744,088	417,979	1,493,257	5,625,544	(536,569)	5,088,975
Total expenses	26,228,249	7,921,174	4,724,293	17,329,446	56,203,162	(694,970)	55,508,192
Gain (loss) on disposal of property and equipment	53,062	25,723	(5,247)	2,341	75,879	-	75,879
Forgiveness of intercompany debt	(928,888)	-	-	-	(928,888)	928,888	-
Change in net assets	1,731,528	938,013	984,361	470,811	4,124,713	-	4,124,713
Net assets (deficit), beginning of year	9,563,532	3,221,357	(106,498)	1,022,031	13,700,422	-	13,700,422
Net assets, end of year	$ 11,295,060	$ 4,159,370	$ 877,863	$ 1,492,842	$ 17,825,135	$ -	$ 17,825,135

BECKET ACADEMY, INC. AND AFFILIATES

Consolidating Statement of Functional Expenses

Year Ended June 30, 2017

	Education and Home Life						General Administration						
	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Mountain Valley Treatment Center	Vermont Permanency Initiative	Intercompany Eliminations	Total Program Expenses	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Mountain Valley Treatment Center	Vermont Permanency Initiative	Intercompany Eliminations	Total Supporting Expenses	Total Expenses
Salaries and wages	$ 14,326,215	$ 4,271,410	$ 2,146,511	$ 9,652,369	$ -	$ 30,396,505	$ 1,767,827	$ 402,311	$ -	$ 608,639	$ -	$ 2,778,777	$ 33,175,282
Employee benefits	1,848,653	787,970	448,219	1,262,189	-	4,347,031	227,927	74,217	-	79,589	-	381,733	4,728,764
Payroll taxes	1,249,353	360,232	169,399	1,002,033	-	2,781,017	146,874	17,406	-	64,102	-	228,382	3,009,399
Total personnel costs	17,424,221	5,419,612	2,764,129	11,916,591	-	37,524,553	2,142,628	493,934	-	752,330	-	3,388,892	40,913,445
Advertising	77,950	13,284	-	44,403	-	135,637	7,717	192	184,400	2,123	-	194,432	330,069
Athletic transport and recreation	64,238	23,960	48,554	113,871	-	250,623	-	-	-	-	-	-	250,623
Auto repairs and leasing	372,287	33,238	52,069	280,547	(93,092)	645,049	37,823	903	-	-	-	38,726	683,775
Bad debts, net of recoveries	80,830	18,698	15,958	72,071	-	187,557	-	-	-	-	-	-	187,557
Consultation	273,277	-	25,920	108,223	-	407,420	650	-	-	-	-	650	408,070
Dues and subscriptions	7,651	4,829	9,799	1,195	-	23,474	7,028	346	-	1,172	-	8,546	32,020
Equipment rental and maintenance	46,408	24,833	29,704	38,321	-	139,266	16,831	-	-	-	-	16,831	156,097
Facilities rental expense	727,968	146,301	195,192	255,167	(65,309)	1,259,319	37,200	-	-	-	-	37,200	1,296,519
Farm	-	-	31,534	-	-	31,534	-	-	-	-	-	-	31,534
Food and supplies	626,463	203,566	127,378	698,462	-	1,655,869	21,320	3,019	297	3,666	-	28,302	1,684,171
Heating fuel	112,391	27,972	23,553	111,265	-	275,181	3,141	-	-	-	-	3,141	278,322
Home life supplies	196,878	44,190	36,244	145,823	-	423,135	6,529	-	10,219	-	-	16,748	439,883
Infirmary supplies	19,287	24,571	5,589	82,195	-	131,642	-	-	-	-	-	-	131,842
Insurance	324,841	61,886	62,618	127,700	-	577,045	-	-	-	-	-	-	577,045
Interest	95,068	8,257	13,755	100,617	-	217,697	124,760	74,070	1,132	87,086	-	287,048	504,745
Management fees	-	-	-	-	-	-	-	-	88,355	448,214	(536,569)	-	-
Materials and supplies	10,805	5,960	5,431	8,220	-	30,416	21,866	12,481	194	1,861	-	36,402	66,818
Office supplies	178,019	50,887	45,664	91,300	-	365,870	52,661	14,030	141	27,647	-	94,479	460,349
Other	343,732	9,726	21,865	25,226	-	400,549	101,387	29,003	78,704	23,763	-	232,857	633,406
Other occupancy costs	258,436	30,960	47,774	120,544	-	457,714	5,623	-	-	-	-	5,623	463,337
Pension contribution	126,240	87,314	33,483	31,061	-	278,098	25,849	2,111	396	88,479	-	116,835	394,933
Professional services	95,341	58,977	188,374	103,541	-	446,233	235,135	99,393	38,040	20,186	-	392,754	838,987
Real estate taxes	101,282	68,577	52,749	133,359	-	355,967	8,038	-	-	-	-	8,038	364,005
Repair and maintenance	218,549	47,126	67,352	124,211	-	457,238	5,498	-	-	-	-	5,498	462,736
Student clothing and personal items	34,785	13,325	4,082	81,451	-	133,643	-	-	-	-	-	-	133,643
Student educational supplies	31,112	116,051	12,555	50,566	-	210,284	-	-	-	-	-	-	210,284
Student transportation	447,572	200,858	57,647	236,770	-	942,847	7,659	342	-	-	-	8,001	950,848
Teacher training and development	67,139	37,774	36,999	94,915	-	236,827	10,853	2,287	7,364	9,172	-	29,676	266,503
Telephone	132,772	57,632	33,783	118,792	-	342,979	16,747	3,832	-	4,482	-	25,061	368,040
Travel	5,344	-	-	2,972	-	8,316	25,143	2,992	3,688	23,076	-	54,899	63,215
Utilities	134,202	56,675	28,357	109,936	-	329,170	4,285	-	-	-	-	4,285	333,455
Depreciation	622,941	280,047	228,203	406,874	-	1,538,065	43,849	5,153	5,049	-	-	54,051	1,592,116
Total	$ 23,258,029	$ 7,177,086	$ 4,306,314	$ 15,836,189	$ (158,401)	$ 50,419,217	$ 2,970,220	$ 744,088	$ 417,979	$ 1,493,257	$ (536,569)	$ 5,088,975	$ 55,508,192

MOUNT PROSPECT ACADEMY, INC.

BOARD OF TRUSTEES

January, 2018

Jon Bownes

James Carey

Paul Fitzgerald, Esq.

Michael Sullivan

Charles Wheeler

KAREN L. LANGLEY

Objective: To work with children as a teacher, counselor or administrator

Education:

1993-1995 Plymouth State College
Plymouth, NH 03264

Master of Education in Administration and Supervision
Certification as Principal
Certification as Special Education Administrator

1991 - 1993 PEP Program
Plymouth State College
Plymouth, NH 03264

Certification in General Special Education

1987 - 1990 New Hampshire College
School of Human Services
Manchester, NH 03103

Bachelor of Science in Human Services

Work Experience:

2004 - present Granite State College

Job Title: Adjunct Professor

Taught Special Education Law – classroom and online, Foundations of Education online, Assessment, IEP and Collaboration, Adapting Instruction to meet the Diverse Needs of Students, and various Independent Learning Contracts

2008-present Becket Family of Services
Mount Prospect Academy
PO Box 58
Plymouth, NH 03264

Job Title: Director of Academics

1999 - 2008 Eckerd Family Youth Alternatives, Inc.
Camp E-Toh-Anee
35 Eckerd Way

Stewartstown, NH 03576

Job Title: Education Administrator

1995 – 1999	Errol School District SAU # 20 123 Main St. Gorham, NH 03581 Job Title: Principal/ Special Ed Teacher/ Guidance Counselor/Secretary
1990 - 1995	Colebrook School District SAU #7 3 Academy St. Colebrook, NH 03576 Job Title: Special Education Teacher
1983 - 1988 1989 - 1990	Vershire Center 39 Colby St. Colebrook, NH 03576 Job Title: Program Director/Vocational Director
1988 - 1989	Eckerd Family Youth Alternatives, Inc. Camp E-Toh-Anee 35 Eckerd Way Colebrook, NH 03576 Job Title: Emergency Placement Unit Coordinator
1982 - 1985	Essex North Supervisory Union Canaan, Vt. Job Title: Tutor
1981 - 1983	Stratford School District Stratford, NH 03590 Job Title: Title I aide/Special Education aide Substitute teacher

Community Activities:

Volunteer work for church and rectory; youth group advisor; advisor for "Toward Marriage" program; member of various church choirs; chairperson on fundraising suppers; religion instructor; coach for Jr. High girls basketball; coordinator for Elementary Basketball program; coach for girls softball; Member at Large for the New Hampshire Special Education Administrators (NHASEA) since 2004 until 2011 when I became the President elect and I am currently the President of this association, member of ASCD, member of CEC and CASE, and appointed by the Governor in 2009 to the DCYF Advisory Board as a member from Grafton County.

CONTRACTOR NAME: Mount Prospect Academy

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Karen Langley	Director of Academics	$85,000	0%	0

Subject: Title I Programs for DCYF (RFA-2017-DCYF-07-TITLE-04)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name NFI North, Inc.		1.4 Contractor Address 40 Park Lane PO Box 417 Contoocook,NH 03229	
1.5 Contractor Phone Number 603-746-7550	1.6 Account Number 05-095-042-421010-29750000	1.7 Completion Date August 31, 2018	1.8 Price Limitation $251,713
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature PhD		1.12 Name and Title of Contractor Signatory Paul L Dann Executive Director	

1.13 Acknowledgement: State of New Hampshire County of Merrimack

On January 5, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Joanne M Daufen

[Seal]

JOANNE M. DAUFEN MY COMMISSION EXPIRES JULY 24, 2018 NOTARY PUBLIC NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Joanne M Daufen
Office Manager

1.14 State Agency Signature Date: 1/18/18	1.15 Name and Title of State Agency Signatory Director DCYF

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Yelsey On: 1/29/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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Exhibit A

Scope of Services

1. General Terms and Conditions of Contract

1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provided to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.3. The Contractor shall ensure that all activities including, but not limited to field trips and activities out of the classroom are connected to educational goals and objectives and that documentation is available that provides evidence.

1.4. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.

1.5. The Contractor's Title 1 Part D, Subpart 1, Application terms are hereby incorporated by reference into this Agreement as Exhibit A-1.

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TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2016-2019

INSTITUTION LEVEL APPLICATION

1. Program Goals, Measurable Objectives and Assessments - Updates required as needed each year of the funding cycle.

Subject/Program Area	Long Term Goal By end of 2019 SY	What overall changes in academic and vocational abilities do you expect your students to achieve within the 2015-2016 SY?	What assessments that will be used to assess these goals? *Include pre/post dates for reading and math assessments.*	Who is responsible for giving and analyzing student results
Academic Outcomes				
Mathematics	Students will calculate accurately to solve real world problems using reasoning and proof, problem solving strategies, representation, and/or connections.	1. Students will perform the 4 basic mathematical operations with rational numbers. 2. Students will utilize computation to find solutions to real life problems. 3. Students will use logical reasoning, estimation and mental computations to determine the validity of solutions.	The BASI (Basic Achievement Skills Inventory, NEAT (Norris Educational Achievement Test) Form A, or NWEA Maps Assessment are used in conjunction with sending district records to determine entry level and standards-based grading using Engrade to track progress.	Education Coordinators, Teachers
Reading	Students will read age appropriate fiction and non-fiction texts with understanding.	1. Students will form initial understanding of materials read by identifying major elements presented in the text. 2. Students will read to	The BASI (Basic Achievement Skills Inventory), NEAT (Norris Educational Achievement Test) Form A, or NWEA Maps Assessment are used in conjunction with sending district	Education Coordinators, Teachers

		acquire information for different purposes i.e. prepare research projects or gain general impressions of material presented. 3. Students will utilize questioning, reviewing, revising and rereading to monitor comprehension and enhance overall understanding.	records to determine entry level and standards-based grading using Engrade to track progress.	
Writing and Language Development	Students will write and speak effective for a variety of purposes.	1. Students will demonstrate the ability to choose a form of writing appropriate for their purpose. 2. Students will identify a topic to be addressed in a written piece and employ organizational techniques to develop and expand their ideas. 3. Students will demonstrate understanding that a piece of work will require multiple drafts to reflect purpose and clarify ideas. 4. Students will edit writings to correct error in spelling, punctuation, grammar, usage and capitalization. 5. Students will demonstrate the ability to verbally deliver clear and focused ideas and content in a well-organized grammatically correct presentation.	The BASI (Basic Achievement Skills Inventory, NEAT (Norris Educational Achievement Test) Form A, or NWEA Maps Assessment are used in conjunction with sending district records to determine entry level and standards-based grading using Engrade to track progress	Education Coordinators, Teachers

Vocational Outcomes				
Life Skills for Successful Transition to Career and College	Students will acquire the knowledge, attitudes and skills necessary to make a successful transition from the school setting to the world of word. Students will develop characteristics and behaviors necessary for successful independent living. Students will set goals and develop action plans for returning to family, school and the community.	1. Students will demonstrate behaviors necessary for maintaining physical and emotional health. 2. Students will identify tools and resources needed to achieve their learning goals. 3. Students will demonstrate an understanding of career clusters and career ladders. 4. Students will locate, evaluate and interpret career information. 5. Students will explain how employment opportunities relate to education and training. 6. Students will compile a resume reflecting current achievements and information. 7. Students will compile an Educational Transition Portfolio of pertinent information and materials needed when seeking employment.	1. Students will utilize their Individual Service Plan (IEP) Goals and evaluate themselves on a daily basis. 2. For Students with IEP's, transition goals and activities are implemented. 3. Student Work Portfolio 4. The Harrington O'Shea Career Decision Making System Level 2 is administered to all high school students as they enter the program. 5. The Vocational Preference Inventory (VPI) is given to students, age 15 or older. 6. Completed resume. 7. Educational Transition Portfolio. 8. The Brigance Transition Skills Inventory is used to assess and identify focus areas for goal setting and individualized instruction	

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2. Scope of Project

A. Students to Be Served

Using current data as a basis, estimate the number of students who will participate in the Title I Part D, Subpart 1 program's instructional and support related components each SY year 2016-2019. These numbers can be updated as part of subsequent program renewals.

Ages	Reading	Mathematics	Writing and Language Development	Vocational Education
5 – 10 years old	0	0	0	0
11 – 15 years old	60	60	60	60
16 – 18 years old	88	88	88	88
19+ years old	0	0	0	0

B. Staff Paid with Title I, Part D, Subpart 1 Funds

Using the chart below describe the staff to be paid with these funds.

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
5	1 FTE	Instructional Aides	Bachelor's Degree or 1 to 2 years related experience or training and/or equivalent of education and education.	$38,272

C. Transition Coordinator

Designate an individual or individuals to be responsible for issues relating to the transition of children and youth from the institution to locally operated programs.

Lorraine Sanders — Name of Individual
Educational Coordinator, Davenport School — Title of Individual

Jaqueline Capelo — Name of Individual
Educational Coordinator, Midway Shelter School — Title of Individual

D. Staff/Student Ratio's:

Total students provided T1 D support 35 divided by Total T1 D staff FTE 5 = 7 to 1

E. Program Description: (Use additional space as needed)

1) *Describe the program in sufficient detail such that a teacher implementing this project and/or parents/guardians or persons visiting would know what to expect.*

The Davenport School is a community based accredited special education high risk residential school located in Jefferson, NH. The Davenport School serves female students ranging from 11 to 18 years of age. Each student has a unique set of circumstances which brought her to the school. These include truancy, boundary issues, disobedience toward authority figures, sexual or physical abuse, simple assault, substance abuse, etc. Residents attend an on-site educational program. This program is staffed by an Educational Coordinator, two certified teachers and two Teacher Aides. The educational component focuses on the students' strengths and interdisciplinary work. Instruction is individualized, hands-on and strives to motivate and engage each student according to her learning style. In addition to the academics, the educational program uses a variety of clinical and behavioral management techniques to assist each student to focus on her social, emotional or personal issues.

The Midway Shelter School is a component of a fifteen bed residential program that annually serves approximately two hundred court ordered delinquent and/or CHINS adolescent co-ed youth aged 11 to 17. The program is short term with a length of stay of up to sixty days. The purpose of Midway Shelter program is to provide a crisis stabilizing environment including education services in order for youth to transition onto a path of success. The program is highly structured and provides a staff secure environment. The educational program utilizes individualized instruction for mathematics, reading and writing. Classes are small and integrate a hands on learning approach. Other areas of instruction, i.e. science, social studies, etc. are designed to help improve classroom social skills. The educational program adapts its curricula to the needs of the students, and communication with the sending school district is key in being able to quickly transition the student into the program and, at the end of their stay, transition them to their next school or return to their sending school.

2) *Describe function of major personnel such as home/school coordinators. (Attached job descriptions are appreciated)*

Both the Davenport School and the Midway Shelter School are staffed similarly. Each school consist of an Educational Coordinator, Special Ed. Te4achers, Teachers, and Teacher Aides. The Education Coordinator (EC) is responsible for ensuring that the schools are adhering to the requirements of the DOE, ensuring that the school is delivering appropriate educational services, and overseeing the qualifications and professional development of all educational staff.

The Educational Coordinator is responsible for using initial assessment results to develop an education program for each student. In addition, the EC is responsible for obtaining the educational background of the student from the sending school. Oftentimes, at-risk youth have been placed in multiple facilities so that building a complete education profile of the student and communicating that to sending schools is necessary. The EC is also responsible for coordinating the continuation of each student's education program which includes ensuring pencil-and-paper work is completed and sent back to the sending school, logins and passwords are used for web-based instruction (that more sending schools are utilizing to keep education programs flowing). If the student's background includes an Individual Education Plan (IEP), the EC schedules a ten day placement meeting and that educational plans for coded students are being followed and progress is being measured and tracked in an appropriate manner. Finally, the Educational Coordinator is responsible for maintaining educational records, and sending transcripts to receiving schools.

The Special Educational Teacher is responsible for implementing the special education services for coded students. It is also their responsibility to communicate with the Teacher and Aides the specifics of each plan. This ensures all modifications and accommodations are being followed as well as ongoing assessment and progress monitoring takes place.

The Teacher, along with the Special Education Teacher, is responsible for delivery of course subject areas which include planning curriculum, developing standards-based lesson plans and utilizing instructional materials that meet individual needs of students. In addition, teacher assess and track academic and social/emotional/behavioral process for each student.

The Teacher's Aides (TA's) are responsible for assisting the Special Education Teacher and the Teacher with providing tutoring to students who need extra assistance in areas of great need especially mathematics, reading and writing. In addition, TA's serve as educational counselors and mentors with the purpose of helping students improve their relationships with teachers and peers to aid in using prosocial skills.

Each school access information from the treatment team. The Clinician administers assessments that play a role in the development of the goals for each student's education program including the following: risk/crisis, behavioral, social skills, vocational, and comprehensive assessments. Each student develops a crisis plan that staff use to counsel students in self-awareness and self-regulation to promote positive decision-making. Clinical Case Managers maintain contact with the students' parents/guardians on a weekly basis. As part of the "Treatment Team", their input is used collaboratively with that of the education team as a liaison to home/school/community resources. For those parents wishing additional information, the Education Coordinator will contact the family to provide a more detailed assessment of the student's progress. The Treatment Team may also have valuable input for transitions back to the sending school district.

3) *Describe any additional services, beyond instruction, for children and youth provided with these funds such as career counseling, etc.*

Educational staff may be involved in implementing individualized behavior management programs that target specific inappropriate classroom and social behaviors. The Education Coordinator and Teachers develop strategies and monitoring techniques while the Teacher Aides are responsible for part of the implementation and documentation. The Teacher Aide also provides monitoring and supportive counseling to those students that are unable or unwilling to remain in the classroom in order to develop strategies to learn to cope with stress in socially appropriate ways and to develop strength to persist in the face of challenges.

All students participate in vocational/independent living assessment, goal setting and instruction. Assessments used may include the Harrington-O'Shea Career Decision Making System (Level 2), the Vocational Preference Inventory (VPI), or the Brigance Transition Skills Inventory to assist them in selecting a possible career path.

Students involved with the Juvenile Justice system may have additional counseling to address the cause(s) of that involvement. Teacher Aides, treatment staff, and the designated Truancy Officer for each school may all be involved in addressing truancy issues including family work to promote parental involvement.

Students also participate in substance abuse awareness programming designed to encourage reflection and goal setting as well as identification of support systems upon a student's return to living in their community.

F. Transition Services:

1) *Identify (by dollar amount) the financial reserves (must be between 15-30 percent of allocated funds) which will be used to provide transitional education services for neglected or delinquent children and youth.* ***It is required to set-aside a minimum of 15% and a maximum of 30% (each program year) of your dollars for this purpose.***

An estimated $44,235 which is 15% of the Title 1 funds requested will be used to provide transitional services for neglected or delinquent children and youth in the following ways: mentoring for re-

engagement and positive participation leading to successful experience of school; strength and interest assessments to inform school/career/job goal setting and planning for post-secondary career or college experience; teaching social and behavioral skills, teaching personal finance and independent living skills; tutoring; and high school equivalency pre-assessment guidance.

2) *Describe how the above reserved funds will be used for transitional educational services (i.e. to re-enter school successfully or preparation for employment).*

The Teacher Aides will provide tutoring to those students that will transition back to their sending school by helping those complete assignments and providing academic support. Aides also provide individual support in the classroom for students struggling especially with mathematics, reading and writing. Aides provide observations to the teachers about student progress and performance. In order to develop positive leaning skills, the Aides, along with all educational staff, will provide supportive counseling within the normative learning community model. In addition, students through the Normative Learning Community supporting growth in self-awareness and self-regulation. Staff model, teach, and encourage empathy and consideration for others, as well as helping students learn about how their behavior impacts others and how to use decision-making in a positive, prosocial way.

The Aides may also work with youth that avoid or do not go to school in order to encourage them to understand the reasons why they don't go to school. The Aides assist to develop strategies and resources for support at school so that students can feel positive about resuming their education. In addition, the education staff work with parents and guardians to help them identify supports and resources within the school system in order to prevent avoidance or absenteeism from re-occurring.

NFI North's service delivery is "youth driven, family guided" and includes family activities, parent meetings, and questionnaires. Our primary goal is to engage the parents more with their child's education so that they can support educational accomplishments as a family.

Each family and student receives a family/student handbook, outlining school policies and procedures, course work and educational expectations. Family meetings are held once a month by the Clinical Case Manager (CCM), education progress is part of this discussion. Meeting topics may also include transition to the sending school, vocational interest and possibly employment interests.

As part of our transition services, we found that sometimes the parents are overwhelmed in getting their child back into a normal family routine and back into the public school. We have staff that supports the student in the sending school for 2-3 days. Some services will include picking classes, choosing afterschool activities, meeting teachers, facilitating completion of paperwork and providing a family liaison for questions and answers.

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G. Professional Development:

1) List the major **NEEDS** of the ***Title I staff and institution staff*** relating to the objectives of the Title I project that can be met by in-service training programs.

NFI North, Inc. (NFI) programs provide a welcoming and supportive environment that engages students in a positive way. A positive culture is consciously supported by program personnel and strategically by the education staff, in order to reduce negative norms by which many students have lived. Values that determine the positive norms of programs within NFI network include respect, responsibility, acceptance, accountability and caring. Members are recognized and rewarded for their contributions to the community. The combined result of all these norms is the development of a safe, caring community in which members are willing and able to help each other and be productive community members. This beaks the cycle of rejection and failure as well as creates a heightened sense of self-worth.

The Teacher Aides will need to follow the lesson plan and teach math, language arts, socials studies and science to a wide variety of grade levels both individually and in small group settings. Teacher and Teacher Aides will need to develop a variety of creative approaches to engage learning resistant students.

2) Describe all staff development activities to be funded by this grant. PD activities for 2016-2017 only. Activities will be updated each year with the budget summary. (How many hours of training, when, for whom, and what topics will be covered?) Include a timeline.

The Education Coordinator will provide the initial orientation and bi-weekly supervisions thereafter. In addition, the Teachers and Teacher Aides will attend weekly educational staff meetings and focus primarily on "best practices in the classroom". Trainings on alternative assessments, paraprofessional/teacher collaboration, technology in the classroom and incorporating an experiential component to students' programs are conducted. Lesson planning is addressed during these meetings.

Hours of Training 40 hrs./year	When	Form Whom	What Topics	Timeline
4	On-line	All Educational Staff	Technology	School year
8	Various as part of staff meeting	All Education Staff	NWEA Training	School year
4	Various as part of staff meeting	All Education Staff	Plato Training	All year
8	Offered four times a year	All Education Staff	SAFE Alternatives for Everyone	School year
6	Offered four times a year	All Education Staff	Engagement and involvement	School year

Hours of Training 40 hrs./year	When	Form Whom	What Topics	Timeline
6	Offered four times a year	All Education Staff	Emergency Management Training	School year
6	Offered four times a year	All Education Staff	Depression and Suicide	School year
6	Offered four times a year	All Education Staff	Group Process	School year
6	Offered four times a year	All Education Staff	Professional Boundaries	School year
6	Offered four times a year	All Education Staff	Child Abuse Policy and Procedures	School year
6	Offered two times a year	All Education Staff	First Aid/CPR	School year
6	Meets once a month	All Education Staff	Integrating the Common Core into Curriculum	School year
6	Meets once a month	All Education Staff	Improving Student Learning and Success	School year

H. Coordination:

Describe how the program/s will be coordinated with other appropriate State and Federal programs, such as Vocational Education, Special Education, Work Force Investment Act and local dropout prevention programs. If applicable grade levels, describe how the institution will endeavor to coordinate with local businesses for training and mentoring opportunities for participating youth.

NFI North, Inc. works with sending school districts to provide vocational opportunities for students. In collaboration with the sending districts, we match services that the combined educational team deems appropriate as listed above.

Each school provides a Vocational Education curriculum to further college and career readiness skills. Groups of students are taken out into the community to volunteer their services to local organization, such as Toys for Tots. In addition, job shadowing opportunities are provided to students to explore different vocations.

Educational staff work with students who are seen as "at-risk" for dropping out. Students are provided resources including adult education programs such as, Job Corps and Project Second Start. As part of our educational program we have an approved GED/Tutoring program for students who may need this type of transition service.

The Education Coordinator write weekly progress reports for each student that are sent to probation offices and may be made available to schools or parents/guardians when requested.

NFI North Education Services work with other collaterals such as; social workers, therapist, guardian ad litems, and any other identified entity as identified as part to the case.

Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (CFDA) # 84.010, Title 1 Part D, Subpart 1, ESA.
2. The State shall pay the Contractor an amount not to exceed the Grant Limitation, specified in block 1.8 of the Grant Agreement General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1, Title I application.
3. The Contractor shall use and apply all contract funds for authorized costs to provide services in Exhibit A, Scope of Services and Exhibit A-1, Title 1 application, in accordance with the budgets in Exhibit B-1, Exhibit B-2, and Exhibit B-3.
4. Payment for services provided in accordance with Exhibit A, Scope of Services and Exhibit A-1, Title1 applications, shall be made as follows:
   - 4.1. Payments shall be made on cost reimbursement basis only, for actual incurred costs, expenses, and fees.
   - 4.2. Allowable costs, expenses and fees are those included in Exhibit B-1, Exhibit B-2, and Exhibit B-3.
5. The Contractor will submit monthly invoices using invoice forms provided by the Department, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
6. The Department invoice must be completed and signed by the Contractor, or an authorized representative, in order to initiate payment.
7. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
8. The Contractor shall submit supporting documentation that support evidence of actual expenditures, in accordance with Exhibit B-1, Exhibit B-2, and Exhibit B-3.
9. The completed invoice must be submitted to:

   DCYF Fiscal Administrator
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
10. Notwithstanding anything to the contrary herein, the Contactor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1
DCYF Title I Program
2017 Summer School
(SFY18) Budget

Line Item	Amount
Salaries	$16,786
Contracted Services - NH Council of the Arts; Artist in Residence	$12,000
Professional Development Activities	$1,800
Travel	$2,000
Supplies	$2,000
Other (Administration)	$2,000
Total	**$36,586**

Contractor Initials RD
Date 11/5/18

Exhibit B-2
DCYF Title I Program
2017-2018 School Year
(SFY18) Budget

Line Item	Amount
Salaries	$105,130
Benefits	$28,385
Contracted Services - Consultants for Integrating/Developing Common Core Curriculum and NH Council of the Arts; Artist in Residence	$7,460
Professional Development Activities	$840
Travel	$150
Supplies	$5,365
Books	$2,500
Equipment	$18,460
Other (Administration)	$9,200
Total	**$177,490**

Contractor Initials RD
Date 1/5/18

Exhibit B-3
DCYF Title I Program
2018 Summer School
(SFY19) Budget

Line Item	Amount
Salaries	$21,005
Benefits	$5,672
Contracted Services - NH Council of the Arts; Artist in Residence	$4,960
Travel	$250
Supplies	$3,950
Other (Administration)	$1,800
Total	**$37,637**

Contractor Initials RO
Date 1/5/18

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination, or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate, or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

   The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name:

1/5/18
Date

Name: Paul L Dann PhD
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

1/5/18
Date

Name: Paul L. Dann, PhD
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials RD
Date 1/5/18

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Date 1/5/18

Name: PhD
Title: Paul L Dan
EXECUTIVE DIRECTOR

Contractor Initials RO
Date 1/5/18

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name:

1/5/18
Date

Name: Paul L. DANN
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

1/5/18
Date

PhD
Name: Paul L. DANN
Title: Executive Director

Contractor Initials
Date 1/5/18

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	NFI NORTH, INC.
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Joseph Ribsam	PAUL L DANN
Name of Authorized Representative	Name of Authorized Representative
Director DCYF	EXECUTIVE DIRECTOR
Title of Authorized Representative	Title of Authorized Representative
1/18/18	1/5/18
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

1/5/18
Date

Name: Paul L Dann
Title: Executive Director

Contractor Initials RD
Date 1/5/18

FORM A

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

1. The DUNS number for your entity is: 945 826 951

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.

   2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

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

Contractor Initials RD

Date 1/5/18

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

2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NFI NORTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 06, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **175745**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of October A.D. 2017.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation with Seal)

I, _____Doug Giles_____, __Secretary_____ of the
(Corporation Representative Name) (Corporation Representative Title)

____NFI North, Inc._____, do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting ___Secretary_____ of the
(Corporation Representative Title)

___NFI North, Inc. _____, a New Hampshire_____ corporation (the "Corporation");

(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

_27st__ day of ___March_____, 2017___, which meeting was duly held in accordance with
_New Hampshire_____ law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain Title 1 services, and that the Executive Director, President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

.

Heidi Edwards Dunn President, Dellie Champagne Treasurer

Paul L. Dann, Ph.D. Executive Director,

IN WITNESS WHEREOF, I have hereunto set my hand as the _____Secretary_____
(Title)

of the Corporation and have affixed its corporate seal this 5th day of Jan, 2018.

Doug Giles
(Signature)

(Seal)

STATE OF New Hampshire

COUNTY OF Merrimack

On this the 5th day of Jan, 2018, before me, Sandra A Jenovese, the undersigned officer, personally appeared Doug Giles, who acknowledge her/himself to be the

Administrative Assistant, of NFI NORTH, INC., a corporation, and that she/he, as
(Title) (Name of Corporation)

such Administrative Assistant being authorized to do so, executed the foregoing instrument for the
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as Doug Giles.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Sandra A Jenovese
Notary Public/Justice of the Peace

My Commission expires: Oct 29, 2019

SANDRA A. JENOVESE
MY COMMISSION EXPIRES OCT. 29, 2019
NOTARY PUBLIC
NEW HAMPSHIRE

Client#: 1010755 NORTHAME76

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/29/2018

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

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

PRODUCER
USI Insurance Services LLC
12 Gill Street Suite 5500
Woburn, MA 01801
855 874-0123

CONTACT NAME:
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 781-376-5035
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	23850
INSURER B : North River Insurance Company	21105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NFI North Inc.
40 Park Lane
Contoocook, NH 03229

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK1752484	01/01/2018	01/01/2019	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK1752470	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Comp 1,000 / X Coll $1,000							$
A	X UMBRELLA LIAB X OCCUR			PHUB611184	01/01/2018	01/01/2019	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4067283285	07/01/2017	07/01/2018	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Retro 7/1/2002			PHPK1752484	01/01/2018	01/01/2019	$1,000,000 $3,000,000	

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

CERTIFICATE HOLDER

State of NH
Dept Health & Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph C. Blanche

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Our Mission

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

KPMG

NFI NORTH, INC.

Financial Statements

June 30, 2017

(With Independent Auditors' Report Thereon)

NFI NORTH, INC.

Financial Statements

June 30, 2017

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

Independent Auditors' Report

The Board of Directors
NFI North, Inc.:

Report on the Financial Statements

We have audited the accompanying financial statements of NFI North, Inc. (NFIN), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NFIN as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

KPMG

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 29, 2017 on our consideration of NFIN's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering NFIN's internal control over financial reporting and compliance.

KPMG LLP

September 29, 2017

NFI NORTH, INC.

Statement of Financial Position

June 30, 2017

Assets

Current assets:	
Cash and equivalents	$ 2,482,200
Accounts receivable, net (note 2)	1,257,182
Prepaid expenses and other current assets	49,043
Total current assets	3,788,425
Property and equipment (note 4):	
Land	535,992
Buildings and improvements	7,620,725
Equipment and furnishings	709,420
Motor vehicles	983,656
	9,849,793
Less accumulated depreciation	(5,512,840)
Property and equipment, net	4,336,953
Other assets	19,314
Total assets	$ 8,144,692

Liabilities and Net Assets

Current liabilities:	
Current portion of long-term debt (note 4)	$ 620,086
Accounts payable	113,511
Accrued payroll and related liabilities	488,623
Other accrued expenses	139,911
Deferred revenue	811,636
Due to affiliate short-term (note 7)	8,686
Total current liabilities	2,182,453
Long-term liabilities:	
Long-term debt, net of current portion (note 4)	2,529,829
Due to affiliate long-term (note 7)	236,978
Total long-term liabilities	2,766,807
Total liabilities	4,949,260
Net assets:	
Unrestricted	3,127,848
Temporarily restricted	67,584
Total net assets	3,195,432
Total liabilities and net assets	$ 8,144,692

See accompanying notes to financial statements.

NFI NORTH, INC.

Statement of Activities

Year ended June 30, 2017

Changes in unrestricted net assets:	
Revenues and other support:	
Contracts, net (note 2)	$ 19,732,583
Contributions:	
In-kind	676,137
Other	3,693
Interest and dividends	26,819
Miscellaneous	(1,061)
	20,438,171
Net assets released from program restrictions	18,484
Total revenues and other support	20,456,655
Expenses:	
Program services	17,380,999
Supporting services (note 7)	2,155,032
Total expenses	19,536,031
Increase in unrestricted net assets before nonoperating activities	920,624
Nonoperating revenues:	
Gain on disposal of property and equipment	6,510
Increase in unrestricted net assets	927,134
Changes in temporarily restricted net assets:	
Contributions	26,008
Net assets released from program restrictions	(18,484)
Increase in temporarily restricted net assets	7,524
Increase in net assets	934,658
Net assets at beginning of year	2,260,774
Net assets at end of year	$ 3,195,432

See accompanying notes to financial statements.

NFI NORTH, INC.

Statement of Functional Expenses

Year ended June 30, 2017

		Program services	Supporting services	Total
Personnel expenses:				
Salaries, payroll taxes and employee benefits	$	12,576,958	1,097,358	13,674,316
Other expenses:				
Contracted services		777,904	849,997	1,627,901
Other direct costs		902,084	96,256	998,340
Consumables		777,915	—	777,915
Occupancy		684,918	21,412	706,330
In-kind		675,153	984	676,137
Transportation		287,758	28,654	316,412
Equipment		117,548	20,417	137,965
Interest		117,651	8,347	125,998
		4,340,931	1,026,067	5,366,998
Depreciation and amortization		463,110	31,607	494,717
Total expenses	$	17,380,999	2,155,032	19,536,031

See accompanying notes to financial statements.

NFI NORTH, INC.

Statement of Cash Flows

Year ended June 30, 2017

Cash flows from operating activities:		
Increase in net assets	$	934,658
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization		494,717
Gain on sale of property and equipment		(6,510)
Changes in assets and liabilities:		
Accounts receivable, net		65,773
Prepaid expenses and other current assets		17,667
Other assets		(5,960)
Accounts payable		20,900
Accrued payroll and related liabilities		84,027
Other accrued expenses		30,169
Deferred revenue		710,647
Net cash provided by operating activities		2,346,088
Cash flows from investing activities:		
Purchases of property and equipment		(243,006)
Proceeds from sale of property and equipment		7,500
Decrease in due from affiliate		5,967
Net cash used in investing activities		(229,539)
Cash flows from financing activities:		
Issuance of long-term debt		24,749
Repayments of long-term debt		(286,772)
Decrease in due to affiliates		(45,547)
Net cash used in financing activities		(307,570)
Net increase in cash and equivalents		1,808,979
Cash and equivalents at beginning of year		673,221
Cash and equivalents at end of year	$	2,482,200
Supplemental data:		
Cash paid for interest	$	125,998

See accompanying notes to financial statements.

(1) Summary of Significant Accounting Policies

NFI North, Inc. (NFIN) is a not-for-profit organization whose purpose is to provide community-based social services to individuals and their families. NFIN is a subsidiary of North American Family Institute, Inc. (NAFI), which is the sole member of NFIN's board of directors. Substantially all of NFIN's revenues are derived from services contracted with Medicaid, the State of New Hampshire Division of Children, Youth & Families, and local public school districts.

(a) Basis of Presentation

The accompanying financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on NFIN as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified as follows:

Temporarily restricted net assets – Net assets subject to donor-imposed stipulations that may or will be met by actions of NFIN and/or the passage of time.

Unrestricted net assets – Net assets not subject to donor-imposed stipulations.

Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions and/or time restrictions. Expenses are reported as decreases in unrestricted net assets. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulations or law. Expirations of temporary restrictions on net assets are reported as reclassifications between the applicable classes of net assets. Expirations of temporary restrictions occur when donor-imposed stipulated purposes have been accomplished and/or the stipulated time period has elapsed. If an expense is incurred for a purpose for which both unrestricted and temporarily restricted net assets are available, a donor-imposed restriction is fulfilled to the extent of the expense incurred unless the expense is for a purpose that is directly attributable to another specified external source of revenue.

(b) Revenue Recognition

Under cost reimbursement contracts, revenues are recognized as expenses are incurred. Under units-of-service contracts, revenues are recognized when services are provided.

(c) Income Taxes

NFIN is an organization described under Section 501(c)(3) of the Internal Revenue Code (IRC) and is generally exempt from income taxes under IRC Section 501(a). NFIN has taken no significant uncertain tax positions.

(d) Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(Continued)

(e) Concentration of Risk

NFIN receives the majority of its funding from state contracts that are renewable annually. Legislative budgets could significantly impact NFIN's ability to start new programs and to continue existing programs.

(f) Cash Equivalents

All short-term investments with an original maturity at purchase of three months or less are considered cash equivalents for purposes of the statement of cash flows.

(g) Property and Equipment

Property and equipment are recorded at cost or, in the case of donated property, at fair value at the date of gift. Depreciation is provided using the straight-line method over the following estimated useful lives:

Buildings and improvements	15–33.3 years
Equipment and furnishings	2–10 years
Motor vehicles	3–5 years

Leasehold improvements are depreciated or amortized according to the organization's normal depreciation policy except that the time period shall be the shorter of: 1) the useful life of the leasehold improvements, or 2) the remaining years of the lease. The remaining years of the lease include the years in the lease renewals that are reasonably assured.

(h) Self-Insurance

NFIN is self-insured for employee medical healthcare costs. At June 30, 2017, the estimated liability for healthcare claims incurred but not yet reported or paid was $73,259 and is included in accrued payroll and related liabilities in the accompanying statement of financial position.

(i) In-Kind Contributions

In-kind contributions are generally recognized at fair value on the date received. During fiscal 2017, NFIN received in-kind contributions of services, rent, equipment and furnishings, and consumables amounting to $676,137.

(j) Subsequent Events

NFIN has evaluated events subsequent to June 30, 2017 and through September 29, 2017, which is the date that the financial statements were available to be issued. NFIN has determined there are no material events that would require recognition or disclosure in this report through this date.

(2) Accounts Receivable

Accounts receivable of $1,257,182 is carried net of an allowance for estimated contractual adjustments and doubtful accounts receivable of $5,691. Contract revenues of $19,732,583 in 2017 have been decreased by contractual adjustments of $144,334.

(3) Line of Credit

NAFI makes available to its subsidiaries, including NFIN, NAFI Connecticut, Inc. (NAFICT), NFI Vermont, Inc. (NFIV) and NFI Massachusetts, Inc. (NFI), an on demand $8,000,000 line of credit from TD Bank. The line of credit bears interest at a fluctuating rate per annum equal to the Wall Street Journal Prime Rate, plus 0.50% per annum, (4.75% at June 30, 2017). Borrowings under the line are jointly guaranteed by NAFI, NFIN, NAFICT, NFIV and NFI and are collateralized by substantially all of their assets.

Borrowings under the line of credit are due upon demand, and the line is subject to annual renewal. At June 30, 2017, $1,125,000 was outstanding under this line of credit, none of which was due from NFIN.

In addition, NAFI has entered into Letter of Credit agreements with TD Bank for the year ended June 30, 2017 for a total of $1,933,194. The Letter of Credit agreements can be utilized by all subsidiaries in the aggregate of $8,000,000 and are not collateralized with additional cash. The Letter of Credit agreements are a requirement of NAFI's workers' compensation carrier.

(4) Long-Term Debt

Long-term debt at June 30, 2017 consisted of the following:

Interest rate at June 30, 2017	Fiscal year due	Amount
Mortgages payable, secured by real estate:		
0.00% to 8.00% fixed	2018-2031	$ 3,007,288
Total mortgages payable		3,007,288
Vehicle notes secured by automobiles:		
0.00%–5.99% fixed	2018–2022	142,627
Total vehicle note payables		142,627
Total long-term debt		3,149,915
Less current portion		(620,086)
Total long-term debt, net of current portion		$ 2,529,829

Certain mortgages payable to housing authorities provide that a portion of the principal will be forgiven at the end of the loan period if the underlying properties are used to provide housing in accordance with stipulated conditions. In addition, certain mortgages payable contain various prepayment penalties.

(Continued)

Scheduled repayments of long-term debt are as follows:

		Amount due
Year ending June 30:		
2018	$	620,086
2019		185,350
2020		128,547
2021		127,644
2022		307,309
Thereafter		1,780,979
	$	3,149,915

Interest expense was $125,998 for the year ended June 30, 2017.

(5) Operating Leases

NFIN leases certain property, motor vehicles, and equipment under noncancelable (except under certain circumstances) operating lease arrangements. Rental and lease expense amounted to $106,108 for the year ended June 30, 2017, including $49,789 of related party property charges described in note 7. Future minimum lease payments as of June 30, 2017 are as follows:

		Amount due
Year ending June 30:		
2018	$	70,248
2019		56,413
2020		21,455
	$	148,116

(6) Retirement Plan

NFIN has a qualified defined contribution retirement plan for eligible employees to which annual contributions are made at the discretion of NFIN's board of directors. NFIN elected to contribute $83,921 for the year ended June 30, 2017.

(7) Related-Party Transactions

North American Family Institute, Inc. (NAFI), an affiliate, charges an administrative management fee for supporting service costs that NAFI incurs on behalf of the subsidiaries. These allocated costs amounted to $966,798 for the year ended June 30, 2017, and have been included in supporting services expenses in the accompanying statements of activities and functional expenses.

In addition, NFIN pays NAFI a property charge for usage of certain fixed assets of NAFI. This charge was $49,789 for the year ended June 30, 2017, and has been included in the accompanying statements of activities and functional expenses.

Cost reimbursement underpayments have resulted in a balance due to NAFI as of June 30, 2017 in the amount of $245,664. This amount has been reported as due to affiliate in the accompanying statement of financial position and the current portion of $8,686 is expected to be paid within one year.

NAFI and affiliated corporations (NFIN, NFIVT, NAFICT and NFIM) may periodically make short term loans, not to exceed one year, to its affiliated corporations, secured by documentation evidencing such indebtedness. For the year ended June 30, 2017, there were no short term loan transactions with NFIN.

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

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

The Board of Directors
NFI North, Inc.:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of NFI North, Inc. (NFIN), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 29, 2017.

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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

KPMG

Purpose of this Report

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

KPMG LLP

September 29, 2017

NFI NORTH, INC.
OFFICERS

Title	Name	Address
President	Heidi Edwards Dunn Educational Program Coordinator NH Small Business Administration	[redacted]
Treasurer	Dellie Champagne Events Coordinator/Teacher/Consumer Representative	[redacted]
Clerk/Secretary	Doug Giles Retired Fire Fighter/Organic Farmer	[redacted]

BOARD OF DIRECTORS

Name	Occupation	Address
Doug Giles	Retired Fire Fighter/Organic Farmer	[redacted]
Don Winn	Business Owner	[redacted]
Sue Allen	Business Women/Consumer Representative	[redacted]
Suanne Nader	Educator and Immediate Past Board President, NFI North	[redacted]
Heidi Edwards Dunn	Educational Program Coordinator NH Small Business Administration	[redacted]
Lyn Healy	Educator	[redacted]
Laura Rauscher	Development Officer	[redacted]
Dellie Champagne	Events Coordinator/Teacher/Consumer Representative	[redacted]

Terms: Until successors are duly elected and qualified. NOTE: No compensation for Members or Directors As of: 10/17/16 Annual Meeting

JANICE A. WILLIAMSON
[redacted]

HIGHLIGHTS OF QUALIFICATIONS:

- 30 years of experience with non-profit organizations, the last 25 in management and program administration.
- B.A. in Sociology backed by professional development courses in human services and management.
- Graduate of U.S. Army Command and General Staff College.
- Strong track record in developing and implementing training and support programs.
- Experienced in budget development/administration and grant writing.
- Accustomed to representing agency/participant interests through public speaking and personal representation.
- Extensive experience in developing Individual Service Plans vocational curriculums.
- Extensive experience in developing Individual Educational Plans and alternate school curriculums.
- Extensive experience with administrative functions, including supervision of staff, hiring, terminations, staff development and evaluation.
- Skillful in developing and managing contracts.
- Adept at interpreting and ensuring program compliance with state and federal regulations.
- Adept at interpreting Special Education regulations and managing alternate special education schools.
- Strong leadership qualities and proven willingness to accept responsibilities demonstrated throughout civilian and military careers.
- High level of self-initiative and resourcefulness in achieving managerial objectives.
- Adept at implementing and maintaining the Mental Illness Management Services (MIMS).

EXPERIENCE AND ACCOMPLISHMENTS:

1998 to Present NFI NORTH, INC.
Regional Director
Responsible for overseeing the operations of all programs in my region. Provide leadership, supervision, guidance and clinical support. Responsible for communicating all policies and procedures, contract negotiations and development, fiscal planning and on-call availability.

1994 to 1998 NFI NORTH, INC.
Program Director, North Country Shelter, Jefferson. NH
Responsible for total operations of co-ed program for 15 NH court ordered youth and over twenty five full-time staff. This included placement, counseling, treatment, special education, and all HR functions.

1993 to 1994 NORTHERN NH DEVELOPMENTAL SERVICES & MENTAL HEALTH, Wolfeboro, NH
Residential Coordinator of lower Carroll County located at the Carroll County Mental Health Center. Coordinate and implement all residential programs for individuals with a mental illness. Responsible for all ISO/Enhance family care residential programs. Responsible for all compliance with state and federal regulations.

1983 to 1992 COMMUNITY SERVICES COUNCIL OF MERRIMACK COUNTY, Concord, NH
Program Administrator of the Traumatic Brain Injury Residential Program and the Vocational Training Program, both located at Franklin Falls Farm - 1989 to May 1992

Direct all aspects of rehabilitative services for brain-injured adults and progressive vocational programming for the developmentally disabled. Oversee two program managers and a staff of 18

residential and vocational trainers providing services for a caseload of 30. Administer a $500,000 annual budget.

Developed a profitable small business program as a vocational training tool for the developmentally disabled.
Established highly successful, non-traditional alternative vocational programs for those in need of more comprehensive therapeutic programming.
Planned/supervised programming and staff involved in developing and delivering three separate vocational training programs for the developmentally disabled and mentally ill throughout central New Hampshire.
Directly involved in agency's receipt of $200,000 "Mobility Grant" for developing the TBI program.
Established strong relations with other TBI programs nationwide.
Introduced the area's first vocational training program for the developmentally disabled by establishing a day program at a local church hall.
Formulated and implemented all program models and management systems on which the Franklin Falls Farm program was developed.
Implemented and coordinated services with outside therapists (speech, occupational, physical and behavioral).
Supervised all job coaches and trainers.

1980 to 1983 LACONIA STATE SCHOOL AND TRAINING CENTER, Laconia, NH
Recreational Therapist

TEACHING EXPERIENCE

1978 to SAU #4, New Hampshire
1979 Substitute Teacher for Middle-Secondary School
1977 to HOLBROOK SCHOOL, Holbrook, MA
1978 Substitute Teacher for Middle-Secondary School.

MILITARY EXPERIENCE:

1978 to UNITED STATES ARMY NATIONAL GUARD, Concord, NH
1998 Demonstrated strong leadership and management abilities resulting in career progress from the rank of Private to current rank of Lt. Colonel. Served as the Deputy Director of Personnel overseeing a staff of 20 at the Starc level. One of New Hampshire's first two female soldiers to graduate from Officer Candidate School. 1988 recipient of the NH Army Commendation Medal for Outstanding Service. 1986 recipient of the Army Commendation Medal for Meritorious Achievement. NH's 1985 Junior Officer of the Year. 1993 recipient of the Meritorious Service Medal for Exceptional Meritorious Service.

EDUCATION: North Adams State College, North Adams, MA. B.A. in Sociology.

PROFESSIONAL DEVELOPMENT:

1984 to Present Completion of many staff development workshops and seminars related to direct care and management within human services.

1995 Facilitator/Trainer of Moderate Level Challenge Course.

1989 to 1993 U.S. ARMY GENERAL COMMAND AND STAFF COLLEGE, Londonderry, NH
Officers training in management, administration, counseling and executive responsibilities.

1987 U.S. ARMY INSTITUTE FOR PROFESSIONAL DEVELOPMENT, Newport News, VA
Advanced Management, leadership and administration.

1981 U.S. ARMY, Aberdeen, MD - Officer Basic Course.

Deborah M Weeks
[redacted]

Profile/Qualifications

- **Motivated, personable business professional,** who is dedicated and focused; able to prioritize and complete multiple tasks and follow through to achieve goals
- **Diplomatic and tactful** with professionals and non-professionals: able to grow positive relationships with clients and colleagues at all organizational levels
- **Accustomed to handling** sensitive, confidential records; demonstrated history of documenting accurate, timely reports
- **Flexible and versatile team player** open to learning new concepts quickly, working well under pressure, and communicating ideas clearly and effectively.
- **Strong leader** providing regular supervision, encouragement and teaching skills to several staff members.

Employment Experience

NFI NORTH ARRAY OF SERVICES:
DAVENPORT SCHOOL APRIL 2016-PRESENT
JEFFERSON, NH
Position Held: Program Director

- Promoted to manage a residential program and school for at risk youth to include a staff team of 40+ employees
- Responsible for staff supervision and coordination of staff training
- Attend treatment meetings for clients and assist in implementing treatment plans
- Communicate with Funding Providers and Outside Resources
- Responsible for oversight of payroll, billing and staying within a set budget
- Oversee compliance standards for Bureau of Nutrition
- Continuously update Policy and Procedure guidelines as mandated by Licensing and Certification.
- Responsible for all clinical and programmatic operations, including intake, discharge, counseling, service/discharge plans, fiscal management, hiring and terminating of staff, marketing, and licensing of foster homes

NFI NORTH ARRAY OF SERVICES:
DAVENPORT SCHOOL JULY 2013-APRIL 2016
JEFFERSON, NH
Position Held: Assistant Program Director

- Responsible for staff supervision and coordination of staff training
- Attend treatment meetings for clients and assist in implementing treatment plans
- Communicate with Funding Providers and Outside Resources
- Oversee house management and ensure safety of building and vehicles (supply ordering, maintenance delegation and complete regular inspections)
- Actively engage with clients and staff to promote healthy relationships between management, direct care staff and clients
- Support the Program Director in overall program operations.

NFI NORTH COUNTRY SHELTER AUGUST 2007-JULY 2013
JEFFERSON, NH
Positions Held: Shift Supervisor, Direct Care Counselor and Teacher's Aide

- Working with court ordered juveniles in an alternative school setting
- Assisting teachers in teaching, disciplining and role modeling for clients
- Help coordinate and implement the curriculum for special education teaching, following through with students IEP's.
- Report directly to Juvenile Probation Parole Officers (JPPO's), families, sending school districts, and supervisors on a regular basis
- Organize daily events, and document daily and weekly progress on clients
- Facilitate counseling for clients in individual and group settings
- Provide therapeutic intervention services to clients using individual and group treatment.

TANSUN PLACE RESTAURANT/CATERING APRIL 1989-PRESENT
GROVETON, NH
Position Held: Owner/Manager

- Managed the overall performance of food service facility and kitchen operations.
- Directed the recruitment, interviewing, hiring, training, motivation and evaluation of crews.
- Oversaw the quality of recipes, service standards, and sanitation practices.
- Controlled fiscal aspects of business operations and met financial goals.
- Coordinated work schedules, ordered food and supplies, and developed restaurant team.
- Supervised the preventative maintenance and upkeep of equipment, facility, and grounds.
- Ensured a safe workplace and pleasant customer service experience.

Community Service

CASA OF NEW HAMPSHIRE FEBRUARY 2008-MAY 2016
COLEBROOK, NH
Position Held: CASA/GAL

- Volunteer court appointed advocate for abuse and neglect children in the State of NH
- Meeting with clients regularly and assessing their needs
- Getting support in place for their needs
- Attending court hearings to advocate for their needs
- Writing reports for the court

TOWN OF NORTHUMBERLAND MARCH 2008-MARCH 2017
NORTHUMBERLAND, NH
Position Held: Chairman of the Board: Trustees of the Trust Funds
Justice of the Peace

- Account for all the town's monies held in trust
- Basic bookkeeping and accounting
- Accountability to local and state officials
- Grant writing and advocacy for town funds
- Set up of investment policies
- Notarize official documents
- Assist with maintaining budgetary disciplines for the Town of Northumberland, abiding by the laws set forth by the State of New Hampshire

Education Experience

GRANITE STATE COLLEGE Littleton, NH	Paralegal Certificate	August 2007
SPRINGFIELD COLLEGE St. Johnsbury, VT	BS in Human Services	December 2010
SPRINGFIELD COLLEGE St. Johnsbury, VT	MS in Human Services (MOML)	December 2012

References Available Upon Request

ENDORSEMENT(S)
0091 - Paraeducator - II

ISSUE DATE
06/23/2017

EdID#
91831

PE2

Date of Issue
06/23/2017

Deborah M. Weeks

Is qualified for the following endorsements:
0091

Valid Date: 06/23/2017 - 06/30/2020

Deborah M. Weeks
103 Lancaster Rd
Groveton, NH 03582

Paraeducator II

EdID#: 91831
DATE OF ISSUE: 06/23/2017
VALID DATE: 06/23/2017 - 06/30/2020

ENDORSEMENT(S)
Paraeducator - II

Frank Edelblut
Commissioner

Scott J. Murphy, PhD
Division Director

CONTRACTOR NAME
NFI North Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jan Williamson	Regional Director	$95,000	0.00%	0.00%
Deborah Weeks	Program Director	$57,000	0.00%	0.00%

Subject: Title I Programs for DCYF (RFA-2017-DCYF-07-TITLE-05)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name Pine Haven Boys Center		1.4 Contractor Address 133 River Road PO Box 162 Suncook, NH 03275	
1.5 Contractor Phone Number 603-485-7141	1.6 Account Number 05-095-042-421010-29750000	1.7 Completion Date August 31, 2018	1.8 Price Limitation $132,925
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Michael D. Maroni		1.12 Name and Title of Contractor Signatory Michael D Maroni, School Principal	

1.13 Acknowledgement: State of N.H, County of MERRIMACK

On 01/08/2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Patricia A. Cheshire

[Seal]

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

1.13.2 Name and Title of Notary ~~or Justice of the Peace~~

PATRICIA A. CHESHIRE, NOTARY Public

1.14 State Agency Signature Date: 1/18/18	1.15 Name and Title of State Agency Signatory Joseph Ribsm, Dir Fin DCYF

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Pelo-Attorney On: 1/29/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MM
Date 1/8/18

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials mm
Date 1/8/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

Contractor Initials MM
Date 1/8/18

Exhibit A

Scope of Services

1. General Terms and Conditions of Contract

1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provided to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.3. The Contractor shall ensure that all activities including, but not limited to field trips and activities out of the classroom are connected to educational goals and objectives and that documentation is available that provides evidence.

1.4. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.

1.5. The Contractor's Title 1 Part D, Subpart 1, Application terms are hereby incorporated by reference into this Agreement as Exhibit A-1.

Pine Haven Boys Center
Institution Name

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2016-2019

INSTITUTION LEVEL APPLICATION

1. Program Goals, Measurable Objectives and Assessments - Updates required as needed each year of the funding cycle.

Subject/Program Area	Long Term Goal By end of 2019 SY	What overall changes in academic and vocational abilities do you expect your students to achieve within the 2015-2016 SY?	What assessments that will be used to assess these goals? *Include pre/post dates for reading and math assessments.*	Who is responsible for giving and analyzing student results
Academic Outcomes				
Mathematics	For students to improve Math fluency as measured by increasing the number of problems solved and student accuracy on the AIMSweb math assessment moving toward proficiency on the Smarter Balanced Assessment used to gauge ESSA performance.	We expect all students to show at least one year's growth from pre to post testing.	The student will be assessed three times per year, September, January and June using the AIMSweb math assessments .	The Title One Teacher will give the Aimsweb test and with the Principal, and classroom teacher analyze the results as a team.
Reading	To improve oral reading fluency as measured by increasing words per minute on the AIMSweb Reading Fluency measures moving toward proficiency on the Smarter Balanced Assessment used to gauge ESSA performance.	We expect all students to show at least one year's growth from pre to post testing.	The student will be assessed three times per year September, January and June using the AIMSweb Reading Fluency measures	The Title One Teacher will give the Aimsweb test and with the Principal, and classroom teacher analyze the results as a team.

	To improve reading comprehension as measured by increasing scores on the AIMSweb Reading Comprehension measures moving toward proficiency on the Smarter Balanced Assessment used to gauge ESSA performance.	We expect all students to show at least one year's growth from pre to post testing.	The student will be assessed three times per year September, January and June using the AIMSweb Reading Comprehension measures	The Title One Teacher will give the Aimsweb test and with the Principal, and classroom teacher analyze the results as a team.
Vocational Outcomes				

Pine Haven Boys Center
Institution Name

2. Scope of Project

A. Students to Be Served

Using current data as a basis, estimate the number of students who will participate in the Title I Part D, Subpart 1 program's instructional and support related components each SY year 2016-2019. These numbers can be updated as part of subsequent program renewals.

Ages	Reading	Mathematics		
5 – 10 years old	**12**	**12**		
11 – 15 years old	**10**	**10**		
16 – 18 years old	**0**	**0**		
19+ years old	**0**	**0**		

B. Staff Paid with Title I, Part D, Subpart 1 Funds

Using the chart below describe the staff to be paid with these funds.

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1	1	Title One Teacher – responsible for implementing and coordinating interventions, assessments, reports and transition services.	Certification in Reading, Education, Assessment or related field	42000
3	.2	Family worker provides transition services to students and their families from placement to discharge	Minimum of a Bachelor's degree in Human Services or a related field	38000

C. Transition Coordinator

Designate an individual or individuals to be responsible for issues relating to the transition of children and youth from the institution to locally operated programs.

Thomas O'Brien — Name of Individual
Title One Teacher — Title of Individual

Michael Maroni — Name of Individual
Principal — Title of Individual

D. Staff/Student Ratio's:

Total students provided T1 D support 22 divided by Total T1 D staff FTE 1.2 = 18.3 to 1

Pine Haven Boys Center
Institution Name

E. Program Description: (Use additional space as needed)

1) *Describe the program in sufficient detail such that a teacher implementing this project and/or parents/guardians or persons visiting would know what to expect.*

This program will assess all students in Reading using the AIMSweb Reading measures. The AIMSweb Reading measures assess the 5 Big Ideas in early literacy identified by the National Reading Panel: phonemic awareness, alphabetic principle, accuracy and fluency, vocabulary and comprehension. Math fluency is assessed with the AIMSweb Reading math assessments. Each grade has three subtests based on the focal points laid out by the National Council of Teachers of Mathematics (NCTM). Both assessments are done at the beginning of the year or upon entry to the school and two others time during the year January and June or upon exit from the program. Students scoring more than one grade level behind their grade placement will qualify for the Title One Tutoring Program. During their tutoring sessions the students will receive direct one on one instruction in reading and/or math.

2) *Describe function of major personnel such as home/school coordinators. (Attached job descriptions are appreciated)*

The Title One Teacher is responsible for implementing and coordinating all interventions, assessments and reports. Job description attached. The Family Worker provides support, services, commitment to serving children in their relationship with their families, who are valued as equal, respected and active partners. They also implement transition services which includes: personal contact with families, primarily in their homes (or communities), providing supportive counseling; teaching problem solving, conflict resolution and parenting skills; and providing assistance to help them make full use of available services and transition their child home.

3) *Describe any additional services, beyond instruction, for children and youth provided with these funds such as career counseling, etc.*

Career counseling occurs in inventorying current skills and interest. Career exploration will occur both through instruction and direct time with individuals using technology for virtual exploration as well as real time explorations.

F. Transition Services:

1) *Identify (by dollar amount) the financial reserves (must be between 15-30 percent of allocated funds) which will be used to provide transitional education services for neglected or delinquent children and youth.* ***It is required to set-aside a minimum of 15% and a maximum of 30% (each program year) of your dollars for this purpose.***

Ten percent of the Title One Teacher's school time, at a cost of $5166, will be allocated to providing transition educational services. These include coordinating information and services to the students' receiving schools and their families as they move to a less restrictive environment.

Ten hours of training with our technical consultant at a cost of $500 will be technology/training specific to use of technology as part of preparation for return to public school.

Each family worker will spend a portion of their time (.2 FTE), coordinating visits home, accompanying the student on visits, working with the parent to develop new and better skills to facilitate the successful transition of the student back to home and community. In conjunction with the family and the placing agency, the family worker will develop and periodically revise a transition plan for each student. Between the three family workers the total time in transition services is the equivalent of .2 FTE at a cost of $7,000. This totals $12,666 which is 17.2% to be reserved for transition services..

2) *Describe how the above reserved funds will be used for transitional educational services (i.e. to re-enter school successfully or preparation for employment).*

The Title One Teacher will contact the receiving school district and coordinate educational transition services as students prepare to leave Pine Haven and after their departure. This will include educational strategies and recommendations that have been successful at Pine Haven. Follow up support will also occur after the student has left. The transition coordinator would be the Title one teacher with the assistance of the Principal as an in kind service. This would be in coordination with the transition services undertaken by the family workers. It would be supplemental to that specifically focusing on the educational needs of the students as documented in the Title one program, services and assessment.

The title one program is envisioned as a supplemental program. The students would receive services in the classroom or when appropriate in a separate setting. The services would be individual in nature depending on the assessed needs of the student. In reading, it would be development of phonetic skills assessed as lacking or weak, development of decoding skills, sight words and work on oral fluency as well as development of comprehension skills. In math it again would be individualized in nature depending on the students assessed needs with a focus on development of basic facts, computation, problem solving and work with graphs. Some students may need a different approach or technique than used in the regular curriculum in learning reading or math.

The family/worker transition staff's time will be spent in counseling and social work services designed to meet the needs of the children and youth deemed to be neglected or delinquent. It will also involve traveling with the students to their homes and local community preparing students for return. On occasion, the transition staff will travel alone to prepare for the student return to his local community and public school. The goal will be successful re-entry to school, community and family.

Technology training will focus on assessing and developing technology skills for employment and those necessary for successful re-entry to school. Students will engage in on line career counseling activities, helping them to prepare for return to public school. They will also begin pre-vocational activities moving them closer to independence upon return to public school and their families.

__ Pine Haven Boys Center___
Institution Name

G. Professional Development:

1) List the major **NEEDS** of the ***Title I staff and institution staff*** relating to the objectives of the Title I project that can be met by in-service training programs.

The Title 1 and institutional staff require specific training in effective Reading and Math instruction. This and additional training in the assessment tools (AIMSweb) can be done within our existing Professional development Program, on-line through videos, through attendance at training seminars and information available through web based resources. Additionally, Pine Have will continue as a community of learning focusing on research based Reading and Math interventions.

2) Describe all staff development activities to be funded by this grant. PD activities for 2016-2017 only. Activities will be updated each year with the budget summary. (How many hours of training, when, for whom, and what topics will be covered?) Include a timeline.

A total of ten of hours in training on the educational use of Ipads will be scheduled with our technology consultant. The focus will be on developmentally appropriate applications and research based strategies for use of the Ipads in the classroom. Our technology consultant, Matt Woodrow is the Director of Technology in Hooksett, a District leading the state in Ipad usage for elementary students. We will also employ reading (Crystal Tilton, Pembroke School District, Reading Specialist) and math (Stanley Smith, Pittsfield School District, HQT certified Math teacher) consultants to help us to learn and implement effective methods and materials in teaching those subjects. They will be hired for four Friday afternoon training sessions or the equivalent, as their schedules allow.

H. Coordination:

Describe how the program/s will be coordinated with other appropriate State and Federal programs, such as Vocational Education, Special Education, Work Force Investment Act and local dropout prevention programs. If applicable grade levels, describe how the institution will endeavor to coordinate with local businesses for training and mentoring opportunities for participating youth.

Pine Haven receives no direct federal funds through grants or other programs. However as an intensive treatment program approved by DCYF, for Neglected and Delinquent children, all students at PHBC have an individual treatment plan, developed by the student's entire treatment team, including student, sending school personnel, family worker, etc. The needs of the student are addressed through a set of goals, objectives, and strategies, with listed support personnel for each. One of the goals is educational and incorporates activities the student will be pursuing upon his transition back into his community and school.

Students identified for special education, receive services as specified in the IEP, which also includes a detailed plan for transition services when appropriate.

As an approved Special Education Program and Non-Public School,, Pine Haven have certified special education teachers or consultants who will work with the Title 1 staff in supporting the interventions designed for the identified students. Additionally, their expertise will assure coordination with any special education services provided at Pine Haven and when they leave, as well.

Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (CFDA) # 84.010, Title 1 Part D, Subpart 1, ESA.
2. The State shall pay the Contractor an amount not to exceed the Grant Limitation, specified in block 1.8 of the Grant Agreement General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1, Title I application.
3. The Contractor shall use and apply all contract funds for authorized costs to provide services in Exhibit A, Scope of Services and Exhibit A-1, Title 1 application, in accordance with the budgets in Exhibit B-1, Exhibit B-2, and Exhibit B-3.
4. Payment for services provided in accordance with Exhibit A, Scope of Services and Exhibit A-1, Title1 applications, shall be made as follows:
   - 4.1. Payments shall be made on cost reimbursement basis only, for actual incurred costs, expenses, and fees.
   - 4.2. Allowable costs, expenses and fees are those included in Exhibit B-1, Exhibit B-2, and Exhibit B-3.
5. The Contractor will submit monthly invoices using invoice forms provided by the Department, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
6. The Department invoice must be completed and signed by the Contractor, or an authorized representative, in order to initiate payment.
7. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
8. The Contractor shall submit supporting documentation that support evidence of actual expenditures, in accordance with Exhibit B-1, Exhibit B-2, and Exhibit B-3.
9. The completed invoice must be submitted to:

   DCYF Fiscal Administrator
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
10. Notwithstanding anything to the contrary herein, the Contactor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1
DCYF Title I Program
2017 Summer School
(SFY18) Budget

Line Item	Amount
Salaries	$14,400
Benefits	$2,932
Contracted Services - Counseling Services	$5,500
Travel	$6,000
Supplies and Materials	$400
Books	$500
Total	**$29,732**

Contractor Initials MM
Date 1/8/18

Exhibit B-2
DCYF Title I Program
2017-2018 School Year
(SFY18) Budget

Line Item	Amount
Salaries	$47,600
Benefits	$11,060
Contracted Services - Counseling Services	$5,000
Professional Development Activities	$400
Travel	$6,000
Supplies and Materials	$1,600
Books	$1,800
Total	**$73,460**

Contractor Initials MM
Date 1/8/18

Exhibit B-3
DCYF Title I Program
2018 Summer School
(SFY19) Budget

Line Item	Amount
Salaries	$14,400
Benefits	$2,933
Contracted Services - Counseling Services	$5,500
Travel	$6,000
Supplies and Materials	$400
Books	$500
Total	**$29,733**

Contractor Initials MM
Date 1/8/18

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination, or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate, or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

   The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name:

1/8/2018
Date

Michael D. Maroni
Name: Michael D. Maroni
Title: School Principal

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

1/8/2018
Date

Michael D. Moroni
Name: Michael D. Moroni
Title: School Principal

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

1/8/2018
Date

Michael D. Maroni
Name: Michael D Maroni
Title: School Principal

Contractor Initials MM
Date 1/8/18

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name:

1/8/2018
Date

Michael D Maroni
Name: Michael D. Maroni
Title: School Principal

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

1/8/2018
Date

Michael D. Marsoni
Name: Michael D. Marsoni
Title: School Principal

Contractor Initials MM
Date 1/8/18

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Pine Haven Boys Center
The State	Name of the Contractor
	Michael D. Marani
Signature of Authorized Representative	Signature of Authorized Representative
Joseph Ribsan	Michael D. Marani
Name of Authorized Representative	Name of Authorized Representative
Director DCYF	School Principal
Title of Authorized Representative	Title of Authorized Representative
1/8/18	1/8/2018
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

1/8/2018
Date

Michael D. Maroni
Name: Michael D. Maroni
Title: School Principal

FORM A

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

1. The DUNS number for your entity is: 100999101

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PINE HAVEN BOYS CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 26, 1969. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **64764**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of July A.D. 2017.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of PINE HAVEN BOYS CENTER.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 01/09/2018:
(Date)

RESOLVED: That the MIKE MARONI School Principal
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 10th day of JANUARY, 2018.
(Date Contract Signed)

4. MIKE MARONI is the duly elected SCHOOL PRINCIPAL
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 10th day of JAN., 2018,

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

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

PATRICIA A. CHUSHINE, Notary Public
My Commission Expires April 3, 2020

Commission Expires: _____

Certificate of Coverage

Date: 5/16/2017

Certificate Holder

Pine Haven Boys Center, Inc., Allenstown, NH
P.O. Box 162
Suncook, NH 03275

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location

Pine Haven Boys Center Inc.
River Road-Allenstown
P.O. Box 162
Suncook, NH 03275

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability ☑ Occurrence ☐ Claims Made	8539	6/30/2017	6/30/2018	Each Occurrence	2,000,000
					General Aggregate	
					Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregrate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregrate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items **(the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)**

Coverage verified for the Pine Haven Boys Home, for the term of the certificate.

Holder of Certificate

State of New Hampshire Department of Health and Human Services

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative

Michael A. Fontaine

0377000012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/22/2017

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

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

PRODUCER 402-551-8765
C.M.G. Agency, Inc
10843 Old Mill Road

Omaha, NE 68154

CONTACT NAME: C.M.G. Agency, Inc
PHONE (A/C, No, Ext): 402-551-8765 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B : Church Mutual Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pine Haven Boys Center, Inc
PO Box 162

Suncook, NH 03275

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0321103-07-010244	06/30/2017	06/30/2018	✔ PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Coverage verified for Pine Haven Boys Center, Inc. for the term of the certificate.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

C.M.G. Agency, Inc.

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Pine Haven Boys Center

Mission Statement

The process is to identify appropriate behaviors: catching the child doing right. The ultimate goal is to have the youngster return to his family, school and community.

PINE HAVEN BOYS CENTER

FINANCIAL REPORT

JUNE 30, 2016

PINE HAVEN BOYS CENTER

FINANCIAL REPORT

JUNE 30, 2016

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Pine Haven Boys Center
Allenstown, New Hampshire

We have audited the accompanying financial statements of Pine Haven Boys Center (a nonprofit organization), which comprise the statements of financial position as of June 30, 2016, and 2015, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pine Haven Boys Center as of June 30, 2016 and 2015, and the changes in its net assets, functional expenses, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Plodzik & Sanderson
Professional Association

November 4, 2016

PLODZIK & SANDERSON
Professional Association / Accountants & Auditors
193 North Main Street • Concord • New Hampshire • 03301-5063 • 603-225-6996 • FAX-224-1380

PINE HAVEN BOYS CENTER
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2016 AND 2015

ASSETS

	2016	2015
CURRENT ASSETS		
Cash and cash equivalents	$ 1,226,007	$ 925,603
Cash - temporarily restricted	178,801	158,409
Accounts receivable	391,849	170,151
Prepaid expenses	28,317	72,763
Total current assets	$ 1,824,974	$ 1,326,926
PROPERTY AND EQUIPMENT		
Building improvements	$ 774,575	$ 745,485
Furniture and fixtures	45,190	45,190
Office equipment	68,882	68,882
Equipment	137,850	129,250
Vehicles	95,332	95,332
	$ 1,121,829	$ 1,084,139
Less accumulated depreciation	893,014	851,854
	$ 228,815	$ 232,285
TOTAL ASSETS	$ 2,053,789	$ 1,559,211

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 16,578	$ 25,656
Accrued expenses	169,621	200,707
Total current liabilities	$ 186,199	$ 226,363
NET ASSETS		
Unrestricted		
Net investment in property and equipment	$ 228,816	$ 232,286
Board designated	1,046,367	500,000
Undesignated	413,607	442,153
	$ 1,688,790	$ 1,174,439
Temporarily restricted	178,801	158,409
Total net assets	$ 1,867,590	$ 1,332,848
TOTAL LIABILITIES AND NET ASSETS	$ 2,053,789	$ 1,559,211

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

PINE HAVEN BOYS CENTER
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015

	2016	2015
CHANGES IN UNRESTRICTED NET ASSETS:		
OPERATING REVENUE AND GAINS (LOSSES)		
Board and care	$ 1,408,636	$ 1,380,952
Tuition and registration	756,270	759,841
U.S. Department of Agriculture	33,042	29,113
Total unrestricted operating revenue	$ 2,197,948	$ 2,169,906
EXPENSES		
Program services:		
Instruction	$ 511,139	$ 505,195
Board and care	1,316,388	1,215,191
Supporting services:		
Administration	266,492	261,663
Total operating expenses	$ 2,094,019	$ 1,982,049
INCREASE IN UNRESTRICTED NET ASSETS FROM OPERATIONS	$ 103,929	$ 187,857
CHANGES IN UNRESTRICTED NET ASSETS:		
NON-OPERATING REVENUE AND GAINS (LOSSES)		
Settlement Proceeds	$ 393,686	$ -
Interest Income	774	772
Total unrestricted non-operating revenue	$ 394,460	$ 772
NET ASSETS RELEASED FROM RESTRICTIONS		
Satisfaction of program restrictions	$ 15,961	$ 12,000
INCREASE IN UNRESTRICTED NET ASSETS	$ 514,350	$ 200,629
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS		
Contributions and interest earned	$ 36,353	$ 32,705
Net assets released from restrictions	(15,961)	(12,000)
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	$ 20,392	$ 20,705
INCREASE IN NET ASSETS	$ 534,742	$ 221,334
NET ASSETS - BEGINNING	1,332,848	1,111,514
NET ASSETS - ENDING	$ 1,867,590	$ 1,332,848

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

PINE HAVEN BOYS CENTER
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2016

	Program Services		Support Services	
	Instruction	Board and Care	Administration	Total
Personnel costs				
Salaries and wages	$ 310,756	$ 837,407	$ 177,086	$ 1,325,249
Employee benefits	43,875	141,874	14,132	199,881
Temporary staff	2,800	21,459	-	24,259
Payroll taxes/workers' compensation insurance	24,753	74,825	8,325	107,903
Professional fees and consultants				
Client evaluations	15,000	-	-	15,000
Audit fees	-	-	11,285	11,285
Legal fees	-	-	21,891	21,891
Other professional fees/consultants	53,262	12,932	3,083	69,277
Staff development and training				
Journal and publications	170	-	-	170
Other staff development	2,564	14,165	139	16,868
Occupancy costs				
Heating costs	7,262	12,976	445	20,683
Other utilities	5,032	12,029	376	17,437
Maintenance and repairs	5,973	25,079	779	31,831
Consumable supplies				
Office	-	-	7,613	7,613
Building/household	319	8,487	-	8,806
Education/training	10,736	4,518	-	15,254
Food	-	42,156	-	42,156
Medical	-	9,486	-	9,486
Capital expenditures - depreciation	11,396	27,566	2,198	41,160
Equipment maintenance	8,307	9,927	1,533	19,767
Recreational supplies/expenses	-	21,528	-	21,528
Advertising	-	-	5,332	5,332
Printing	-	-	4,129	4,129
Telephone/communications	-	-	4,000	4,000
Postage/shipping	-	-	2,408	2,408
Transportation				
Vehicle leasing/maintenance/repairs	-	4,232	-	4,232
Clients/staff	-	5,625	-	5,625
Assistance to students	-	7,155	-	7,155
Clothing/hygiene	-	4,980	-	4,980
Insurance				
Vehicles	304	2,228	-	2,532
Comprehensive property/liability	8,490	15,040	728	24,258
Professional liability	-	-	998	998
Membership dues	140	714	12	866
Total	$ 511,139	$ 1,316,388	$ 266,492	$ 2,094,019

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

PINE HAVEN BOYS CENTER
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015

	Program Services		Support Services	
	Instruction	Board and Care	Administration	Total
Personnel costs				
Salaries and wages	$ 277,857	$ 713,896	$ 167,527	$ 1,159,280
Employee benefits	41,686	136,404	22,306	200,396
Temporary staff	-	21,144	-	21,144
Payroll taxes/workers' compensation insurance	24,055	64,669	7,769	96,493
Professional fees and consultants				
Client evaluations	13,300	-	-	13,300
Audit fees	-	-	10,826	10,826
Legal fees	-	-	17,008	17,008
Other professional fees/consultants	60,190	17,514	2,996	80,700
Art and physical education	-	-	-	-
Staff development and training				
Journal and publications	168	-	268	436
Other staff development	438	5,272	399	6,109
Occupancy costs				
Heating costs	13,321	23,618	897	37,836
Other utilities	4,994	12,556	378	17,928
Maintenance and repairs	33,216	76,650	1,915	111,781
Consumable supplies				
Office	-	-	7,560	7,560
Building/household	(1,224)	7,385	-	6,161
Education/training	12,299	3,035	-	15,334
Food	-	36,711	-	36,711
Medical	-	6,880	-	6,880
Capital expenditures - depreciation	11,476	23,978	2,208	37,662
Equipment maintenance	4,429	5,010	4,657	14,096
Recreational supples/expenses	-	14,596	-	14,596
Advertising	-	-	4,737	4,737
Printing	-	-	2,834	2,834
Telephone/communications	-	-	3,989	3,989
Postage/shipping	-	-	2,428	2,428
Transportation				
Vehicle leasing/maintenance/repairs	226	6,101	-	6,327
Clients/staff	-	7,392	-	7,392
Assistance to students	-	7,506	-	7,506
Clothing/hygiene	-	6,467	-	6,467
Insurance				
Vehicles	300	2,197	-	2,497
Comprehensive property/liability	8,464	14,994	726	24,184
Membership dues	-	1,216	235	1,451
Total	$ 505,195	$ 1,215,191	$ 261,663	$ 1,982,049

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

PINE HAVEN BOYS CENTER
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 534,742	$ 221,334
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	41,160	37,662
Loss on disposition of assets	-	-
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	(221,698)	(29,292)
(Increase) decrease in prepaid expenses	44,446	(42,712)
Increase (decrease) in accounts payable	(9,078)	(5,863)
Increase (decrease) in accrued expenses	(31,086)	(1,328)
Net cash provided by operating activities	$ 358,486	$ 179,801
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(37,690)	(58,948)
Net increase in cash and cash equivalents	$ 320,796	$ 120,853
Cash and cash equivalents:		
Beginning	1,084,012	963,159
Ending	$ 1,404,808	$ 1,084,012

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

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization and Operations

Pine Haven Boys Center ("The Center"), located in Allenstown, New Hampshire, is a voluntary not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for charitable and educational purposes.

The Center operates a non-sectarian, therapeutic intervention and educational program for boys 6 through 16, who are referred by social agencies, schools, families and courts. The Center's goal of treatment is to return youngsters to community life in as short a time as possible, with improved coping skills.

Basis of Accounting

The Center prepares its financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

Net Asset Classes

The Financial Accounting Standards Board *Accounting Standards Codification* (FASB ASC) topic 958, "Not-for-Profit Entities," requires the reporting of the organization's activities by net asset class (FASB ASC 958-225) as described below:

Unrestricted Net Assets result from contributions to the organization that have no donor-imposed restrictions, less all expenses incurred in the operation of the organization.

Temporarily Restricted Net Assets result from contributions to the organization whose use is limited by a donor-imposed restriction. Restrictions are typically satisfied either by the passage of time or by the actions of the organization.

Permanently Restricted Net Assets result from contributions to the organization that must be maintained permanently. Typically, the future investment returns on such assets may be used in full or in part for the operations of the organization.

Use of Estimates

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

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Center considers all highly liquid investments available for current use, with an initial maturity of three months or less, to be cash equivalents.

Income Taxes

The Center is a non-profit corporation determined to be exempt from Federal income tax under the Internal Revenue Code, Section 501(c)(3), and is not a private foundation within the meaning of Section 509(a).

Revenue Recognition

The Center reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Center reports gifts of land, buildings, and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Center reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are charged to each program based on direct expenses incurred or estimated usage.

Expense Allocation

All direct and overhead expenses have been allocated to comply with the rate-setting guidelines provided by New Hampshire Department of Education and the Division for Children, Youth and Families, to which these statements and other financial documents and applications are submitted by the Center.

Property and Equipment

Property and equipment are recorded at cost when purchased and fair market value when donated. It is the Center's policy to capitalize expenditures for these items in excess of $1,000. Lesser amounts are generally expensed. Depreciation is calculated using the straight-line method over the following estimated useful lives:

	Years
Building improvements	10 - 20
Vehicles and equipment	5 - 15
Furniture and fixtures	5 - 7

Advertising Costs

The Center expenses advertising costs as incurred in accordance with the American Institute of Certified Public Accounts Statement of Position 93-7 "Reporting on Advertising Costs." Advertising costs are expensed as incurred. Advertising expense for the years ended June 30, 2016 and 2015 was $5,332 and $4,737, respectively.

Accounting for Income Taxes

The Center considers the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 740-10 *Accounting for Uncertainty in Income Taxes.* The purpose of this topic is to clarify whether non-profit organizations may include tax benefits from uncertain tax positions in their financial statements. The Center records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. The Center recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. The Center is no longer subject to U.S. federal and state informational return examinations by tax authorities for years before 2013. The Center has evaluated its tax positions and concludes that there are no tax positions it has taken which if challenged would result in a material effect on the financial statements.

NOTE 2 - CONCENTRATION OF RISK

The Center maintains a majority of its cash balances in three financial institutions located in Concord, New Hampshire. The June 30, 2016 and 2015 balances are insured by the Federal Deposit Insurance Corporation up to $250,000 and $250,000, respectively. At June 30, 2016 and 2015, the Center's uninsured cash balances total $77,535 and $116,888, respectively.

NOTE 3 - ACCRUED EXPENSES

Accrued expenses are comprised as follows:

	2016	2015
Accrued payroll	$ 82,348	$ 121,354
Accrued vacation	48,910	44,894
Accrued earned time	38,362	33,955
Accrued legal expense	-	504
	$ 169,621	$ 200,707

NOTE 4 - CURRENT VULNERABILITY DUE TO CONCENTRATIONS

The Center receives a substantial amount of its support from the New Hampshire Department of Health and Human Services, Division for Children, Youth, and Families in the form of board and care revenue, and from the New Hampshire Department of Education, for student instruction. It is reasonably possible that in the near term these contracts could cease, which would cause a severe impact on the Center and its ability to continue its operations in its present capacity. The Center does not expect that the support from these governmental agencies will be lost in the near term.

NOTE 5 - DEFINED CONTRIBUTION RETIREMENT PLAN

The Center has a defined contribution retirement plan (the Plan) qualified under Section 403(b) of the Internal Revenue Code covering all employees who have attained the age of 21 with at least two consecutive years of service. The Center makes a contribution to the Plan each year equal to 5% of the compensation of all participants. The Center's contributions to the Plan for the years ended June 30, 2016 and 2015 amounted to $34,652 and $31,891, respectively.

NOTE 6 - LEASE COMMITMENTS

Operating Leases

The Center leases its facilities from the Order of St. Jerome Aemilian, Inc. (The Order). The Center and the Order entered into a one-year lease dated March 4, 2003, commencing July 1, 2003 through June 30, 2004. The lease provides for options to renew for six additional periods of one year through June 30, 2010. The lease provides for minimum annual rent based upon the sum of the following components: a) an amount representing the total annual depreciation of buildings or improvements which the Order has constructed for use by the Center; and b) an amount representing the total annual interest on borrowings used by the Order to construct or improve the buildings for use by the Center. The Center is also responsible for the payment of taxes, insurance, repairs and maintenance and utilities incurred in connection with use of the property owned by the Order. Total rent expense in these financial statements under this lease amounts to $-0- and $-0- for the years ended June 30, 2016 and 2015, respectively.

The Center leases a copier machine at $198 per month for 63 months. The term of the lease is January 23, 2013 through March 23, 2018. Rent expense was $2,374 and $2,374, respectively, for the years ended June 30, 2016 and 2015.

Future minimum lease payments under the leases as of June 30, 2016 are as follows:

2017	$ 2,374
2018	1,780
	$ 4,154

NOTE 7 - TEMPORARILY RESTRICTED NET ASSETS

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

	2016	2015
Special projects	$ 176,721	$ 156,329
Winter recreation	2,080	2,080
	$ 178,801	$ 158,409

NOTE 8 – BOARD DESIGNATED FUND

In May 2014, the Board approved the establishment of a Board designated fund and transferred $500,000 for capital improvement purposes. In May 2016, the Executive Committee of the Board voted to distribute funds to the Pine Haven Boys Center Foundation. Funds totaling $546,367 were donated to the Foundation on October 18, 2016. At June 30, 2016 and 2015, Board designated funds totaled $1,046,367 and $500,000, respectively.

NOTE 9 – SUPPORTING ORGANIZATION – PINE HAVEN BOYS CENTER FOUNDATION

Pine Haven Boys Center Foundation is a qualified charitable foundation organized for the purpose of supporting Pine Haven Boys Center. Pine Haven Boys Center receives annual contributions from the Foundation which are temporarily restricted for special projects and therapeutic programs not covered by other funding sources. During the years ended June 30, 2016 and 2015, the Center received temporarily restricted supporting contributions from the Foundation in the amount of $27,372 and $27,365, respectively.

NOTE 10 - LITIGATION

The Center has pursued litigation in connection with seven rate appeals in which the Center seeks increased rates for services provided on behalf of the New Hampshire Division for Children, Youth, and Families during State fiscal years 2004-2010. The rates awarded at the administrative level for State fiscal years 2004-2006 have been settled. The litigation in connection with the remaining years 2007-2010 was settled in May 2016, with a settlement payment of $197,319. An additional settlement payment of $196,367 was received in July 2016, and has been included in accounts receivable as of June 30, 2016.

NOTE 11 - SUBSEQUENT EVENTS

On October18, 2016 the Organization donated $546,367 to the Pine Haven Boys Center Foundation. Subsequent events have been evaluated through November 4, 2016, the date the financial statements were available to be issued.

OFFICERS

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(H) 232-3733
(W) 641-7057
E-Mail:KMCMAHON@anselm.edu

Mr. Jay Meehan. (Mover), Vice President
110 Echo Point, Alton Bay, N.H. 03810
(H) 875-5311
E-mail:jbmeehan110@gmail.com

Rev. Paul Riva, Treasurer and Secretary (Executive Director)
P.O. Box 162, Suncook, N.H. 03275
(H) 485-7141
(W) 485-7141
Email: paulriva68@hotmail.com

Mr. Richard Bertolami, (Retired School Resource Person)
541 Pembroke St., Pembroke, N.H. 03275
(H) 224-6653
E-mail: hilltopb@aol.com

Peter Viar, (Salesman)
5 Scott Lane, Deerfield, NH 03037
(W)463-9353
Cell: 703-8382
E-mail: viartechllc@comcast.net

Mr. George Edwards, New England Association of Schools and Colleges
24 South Fruit Street, Concord, NH 03301
(W) 781-541-5435
Cell: 603-520-7814
Email: gedwards@neasc.org

Ms. Maria McKenna (College Professor)
1 Pioneer Valley St., Derry, N.H. 03038
(H) 434-8857
E-mail: mmckenna@anselm.edu

Ms. Sally Kelly (VP Communications, CCA Global)
63 Horse Corner Rd, Chichester, NH , 03258-6012
(H) 798-5806 (W) 626-2125
Phone: c 724-1862
E-mail: skelly@ccglobal.com
sallymakessense@gmail.com

Ryan Hayes
55 Kayla Dr., Candia, NH 03034
c: 264-4525
E-mail: rhayes@savings4members.com

Tamatha Laramie (Store Manager VP TD Bank)
25 Welcome Dr., Concord, NH 03301
Cell.848-8565
Work 695-3303
Email: tamatha.laramie@td.com

NON-VOTING MEMBER

Rev. Paul Riva (Pine Haven Director)
P.O. Box 162, Suncook, N.H. 03275
(H) 485-7141
Email: paulriva68@hotmail.com

Thomas O'Brien

Education: 1973 BA Liberal Arts, History. Keene State College, Keene NH.

1980 MA Education Special Education. Keene State College, Keene NH.

Certifications: NH Educator, General Special Education, Intellectually Delayed. Current through 2018.

Work Experience: Raymond School District 1996 to June 2014. Special Education Teacher. Iber Holmes Gove Middle school and Raymond High School.

Long term Substitute, Raymond, Pelham, and Pine Haven, 1994-19196.

Training and Program Director NH Special Olympics. Training for volunteers, volunteer coaches, and athletes. 1984-1994. International work with the National Office in Washington DC. During international events.

Mount Hope School, Nashua NH 1974-1984 Teacher ID Students.

Additional course work. Elementary methods, secondary methods, Rivier College, Nashua NH, Keene State College, Keene NH, and continuing education classes through the NH University System.

US Army 1966-1969, Rank Sp5 E-5. Army Aviation.

Certificates: XC Ski Instructor, Certified Scuba Diver.

References will be available upon request.

Joyce Pollinger, LICSW

Professional Profile:

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

Professional Experience

12/02-Present **Pine Haven Boys Center, Allenstown, NH**
Clinical Director
Supervision of staff
Program coordination of clinical work
Provide individual, family, group therapy, intakes, 30 day assessments, and fire assessments & treatment as needed. Facilitate treatment team meetings and staff meetings.

12/05-Present **FireSafe Intervention, Inc. Manchester, NH**
Clinician/Fire Educator
Conduct Screening Interviews for parents/child
Provide Fire Education
Clinical Fire Assessments.

Spring 10-Present **Granite State College**
Education and Training
Trainer
Provide education and skill building in managing traumatized children to Foster Parents, State employees, and direct care staff.
Provide the CORE training for child and Youth care workers.

9/98-12/02 **Brandon Residential Treatment Center, Natick, MA.**
Administrator of Fire Treatment Services
Fire Assessments
Individual & Group Treatment
Coordinated Fire Education Program
Consulted to outside residential programs.

9/94-9/98 **Brandon Residential Treatment Center, Natick, MA.**
Clinician/Case Manager 1994-1996
Group Therapy Supervisor 1996-1998
Individual, Family and group Therapy
Coordinator of Group Treatment Program
Case Management Duties

1/93-1/96 **Concord NH Police Department, Concord, NH**
Youth Care Attendant/Car Detail/Support Staff
Supervision of Youth
Switchboard/Crime line support staff

Cruiser Care

11/93-1/96 **The Friends Program, Inc. Concord, NH**
Shelter Staff
Intakes/Discharges/Support Staff

1988-1993 **Brandon Residential Treatment Program**
Child Care Worker 1988-1989
Residential Program Supervisor 1989-1993
Child care duties included supervision and development of Activities, teaching daily living skills, setting limits, attending treatment team, staff and department meetings.
Program Supervisor provided staff supervision, and coordination of the daily operations of the program for up to 16 children and adolescents ages 7-17.

Professional Accomplishments:

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

Workshop Presentations:

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

Professional Affiliations Past & Present

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

Paul Riva

Education:

- Master's Degree in Education with concentration in Counseling. (1998)
  Rivier College, Nashua

- Bachelor's Degree in Theology (1992-1995)
  Pontificio Ateneo S. Anselmo, Rome, Italy

- Bachelor's Degree in Philosophy (1988-1990)
  Pontificio Ateneo S. Anselmo, Rome, Italy

Experience:

July 2008- present: Pine Haven Executive Director

January 1999- July 2008: Pine Haven Cottage Director

April 1996- December 1998: Pine Haven Assistant Cottage Director

June 1995- July 1995: Director of a summer Camp in Como (Italy)

June 1994 - July 1994: Assistant Director of a summer camp in Somasca (Italy)

September 1990 - August 1992: Child Care Worker at Casa S. Girolamo, Somasca (Italy)

June 1999- July 1999: Child Care Worker at Istituto Emiliani, Treviso, Italy

Certifications:

Crisis Prevention Institute Certified Instructor
Therapeutic Crisis Intervention Instructor

REV. JOHN B. VITALI

LIFE EXPERIENCES

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

WORK EXPERIENCE

Pine Haven Boys Center: Treatment Center for Troubles Boys — *Allenstown, NH*

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

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

Executive Director	1974-1982
Child Care Worker	1971-1974

EDUCATION

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

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

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

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

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

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

Masters Degree in Counseling and Clincal Psychotherapy — 1985-1990

REV. DIXON CHOOLAKKAL RAJAN

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LIFE EXPERIENCES

Member of the Order of Somascan Fathers since 1994.
Ordained to the Priesthood in 2008.

WORK EXPERIENCE

1. Jerome Illam: *Home for the Abandoned Children* — Tamilnadu, India

- In charge of the Boys — 2001-2006
- Community Treasurer

2. Miani Illam: *Home for Tsunami Affected Boys* — Nagercoil, India

- Community Treasurer — 2006-2009
- In charge of Boys Hostel

3. Suryodaya Boys Center — Bangalore, India

- Community Treasurer — 2009-2010
- Director of the Training Center

EDUCATION

Bachelor of Arts
Bangalore University, India. — 1997-2000

Bachelor of Philosophy
Jeevalaya Institute of Philosophy, Bangalore, India. — 1997-2000

Certificate in Counseling
Treda, De-addiction and Counseling Center, Bangalore, India. — 2004-2005

Bachelor of Theology
Sacred Heart College, Chennai, India. — 2003-2006

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Michael Maroni

Name of Program: Pine Haven Boys Center

BUDGET PERIOD: SFY 18				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Thomas O'Brien	Title I/Special Education	$62,000	100.00%	$62,000.00
Joyce Pollinger	Clinical Director	$0	0.00%	$0.00
Paul Riva	Executive Director	$0	0.00%	$0.00
Rev. John B Vitali	Cottage Director	$0	0.00%	$0.00
Rev. Dixon Choolakkal Rajan	Assistant Cottage Director	$0	0.00%	$0.00
		$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				**$62,000.00**

BUDGET PERIOD: SFY 18				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
		$0	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				**$0.00**

Subject: Title I Programs for DCYF (RFA-2017-DCYF-07-TITLE-06)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name Spaulding Youth Center		1.4 Contractor Address 72 Spaulding Drive Northfield, NH 03276	
1.5 Contractor Phone Number 603-286-9801	1.6 Account Number 05-095-042-421010-29750000	1.7 Completion Date August 31, 2018	1.8 Price Limitation $76,254
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Todd C. Emmons		1.12 Name and Title of Contractor Signatory Todd C. Emmons, CFO	

1.13 Acknowledgement: State of N.H., County of Merrimack

On 1/10/18, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Lori J. Surowiec

1.13.2 Name and Title of Notary or Justice of the Peace

Lori J. Surowiec

1.14 State Agency Signature Date: 1/18/18	1.15 Name and Title of State Agency Signatory Joseph Ribsam Director DCYF

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Lyons-Attorney On: 1/29/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials TCt
Date 1/10/18

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials TCE
Date 1/10/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

Contractor Initials TCE
Date 1/10/18

Exhibit A

Scope of Services

1. General Terms and Conditions of Contract

1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provided to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.3. The Contractor shall ensure that all activities including, but not limited to field trips and activities out of the classroom are connected to educational goals and objectives and that documentation is available that provides evidence.

1.4. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.

1.5. The Contractor's Title 1 Part D, Subpart 1, Application terms are hereby incorporated by reference into this Agreement as Exhibit A-1.

Spaulding Youth Center
Institution Name

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2016-2019

INSTITUTION LEVEL APPLICATION

1. Program Goals, Measurable Objectives and Assessments

Subject/Program Area	Long Term Goal	Overall changes in academic and vocational abilities you expect your students to achieve within the 2016-2017 SY?	Assessments used to assess these goals? *Include pre/post dates for reading and math assessments.*	Who is responsible for giving and analyzing student results
Academic Outcomes				
Mathematics				
Reading				
Intensive Tutoring	To provide intensive tutoring to students having difficulty learning to read through traditional methods so that these students may achieve "catch up growth" to benefit from the general curriculum.	Students receiving intensive tutoring will increase their reading level by 2 grade levels by 8/31/2017.	Pre-test 10/2016: WRMT-NU or III Post-test 8/2017: WRMT-NU or III	Reading Tutor/ Special Education Coordinator
Vocational Outcome				
Transition: Transition Counseling	To improve youth transitions to less restrictive settings, adulthood, return home	Students are able to transition from Spaulding Youth Center to a Less Restrictive Setting successfully. Improved Adult Outcomes:	Interview by 8/2017: of youth and collaterals assessing educational outcome, employment, satisfaction, transition outcomes	Spaulding Youth Center Transition Counselor

Contractor Initials TCE
Date 1/10/18

		employability and independence		

Spaulding Youth Center
Institution Name

2. Scope of Project

A. Students to Be Served
Using current data as a basis, estimate the number of students who will participate in the Title I Part D, Subpart 1 program's instructional and support related components.

Ages	Reading	Mathematics	Transition	
5 – 10 years old	**20**		**20**	
11-15 years old	**36**		**36**	
16-18 years old			**14**	
19 years and older			**2**	

B. Staff Paid with Title I, Part D, Subpart 1 Funds
Using the chart below describe the staff to be paid with these funds.

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1-2	1-.5	Reading Tutor(s)	Training and/or certification in a specialized reading program such as Orton-Gillingham or Wilson	**$46700.00** **Summer 2016 $8400.00**
1	.25	Transition Counselor	Licensed Social Worker or Guidance Counselor	**$8000.00** **Summer 2016 $2000.00**

C. Transition Coordinator: *Designate an individual or individuals to be responsible for issues relating to the transition of children and youth from the institution to locally operated programs.*

Colleen Sliva, MSEd
Name of Individual

Principal &Special Education Director
Title of Individual

Garrett Lavallee
Name of Individual

Special Education Coordinator
Title of Individual

D. Staff/ Student Ratio's:
Total students paroled T1 D support 72 divided by Total Title I Staff FTE 1.25 = 57.6 to 1

Contractor Initials TCE
Date 1/10/18

Spaulding Youth Center
Institution Name

E. Program Description: (Use additional space as needed)

1) *Describe the program in sufficient detail such that a teacher implementing this project and/or parents/guardians or persons visiting would know what to expect.*

Academic

The program will increase student performance in reading.

Students who have been unable to make appropriate progress in reading will be provided with two to three hours per week intensive individual tutoring using a research based approach to teaching reading such as Orton-Gillingham or Wilson Reading System by a reading tutor. These students will make at least two years of growth so that they may catch up to the skill level of their peers. Students receiving this service over the past several years averaged 2 years growth during the course of the school year. Tutoring will occur from the beginning of the grant period throughout the school year and summer program.

Students receiving an Orton-Gillingham based intervention will receive this as a supplementary service to their special education service and as a supplementary service to Spaulding Youth Center's English and Language Arts Curriculum. These curricula have been reviewed as part of our program approval process and are on file at the Department of Education for review.

Transition

Currently ten full time employees work with Spaulding Youth Center youth and families for the express purpose of transitioning these youth from our Center to a less restrictive setting such as their home or public school. Transition plans to adulthood are currently developed with families by these employees. Community and area agencies are identified and meetings are held to ensure good outcomes for our students.

The Title 1 grant will allow improved transition outcomes through the use of a transition counselor to provide supplemental transition counseling. This counselor will provide additional (supplemental) counseling to youth (50hrs/month) regarding transition planning, transfer from Spaulding Youth Center to a less restrictive setting such as back home or to public school, or to work. The transition counselor will spend additional time to work closely with families to identify and meet with community and agency resources.

2) *Describe function of major personnel such as home/school coordinators. (Attached job descriptions are appreciated)*

Reading Specialists: tutor individual students in reading; perform pre-tests and post-tests; consult with general educators to increase student success in the general curriculum.

Transition Counselor: provide supplemental counseling to youth and families to improve transition outcomes.

3) *Describe any additional services, beyond instruction, for children and youth provided with these funds such as career counseling, etc.*

Spaulding Youth Center will provide counseling to youth and families regarding transition planning, career counseling, transfer from Spaulding Youth Center to a less restrictive setting such as back home or to public school, or to work. Additional time to work closely with families to identify and meet with community and agency resources will be provided.

F. Transition Services:

1) *Identify (by dollar amount) the financial reserves (must be between 15-30 percent of allocated funds) which will be used to provide transitional education services for neglected or delinquent children and youth.* ***It is required to set-aside a minimum of 15% and a maximum of 30% of your dollars for this purpose.***

The transition services provided with the reserved funds will be allocated as follows:
$10000: September-June 2016: $8000 July-August 2016: $2000: Transition Counselor (see below)

2) *Describe how the above reserved funds will be used for transitional educational services. (i.e. to re-enter school successfully or preparation for employment.)*

The reserved funds, $10000, will be used to fund an additional counselor, a Transition Counselor, who will provide supplemental transition counseling. This counselor will provide additional (supplemental) counseling to youth regarding transition planning, transfer from Spaulding Youth Center to a less restrictive setting such as back home or to public school, or to work. The transition counselor will spend additional time to work closely with families to identify and meet with community and agency resources.

G. Professional Development:

1) List the major **NEEDS** of the ***Title I staff and institution staff*** relating to the objectives of the Title I project that can be met by in-service training programs.

None requested.

2) Describe all staff development activities to be funded by this grant. (How many hours of training, when, for whom, and what topics will be covered?) Include a timeline.

None.

H. Coordination:

Describe how the program/s will be coordinated with other appropriate State and Federal programs, such as Vocational Education, Special Education, Work Force Investment Act and local dropout prevention programs. If applicable grade levels, describe how the institution will endeavor to coordinate with local businesses for training and mentoring opportunities for participating youth.

Program Coordination Schedule:

Daily:

- ☐ Reading instruction: *general and special education*
- ☐ Intensive reading tutoring: *Title 1 and special education*
- ☐ Transition planning and coordination: *Transition Counselor*
- ☐ Instruction in and application of, and future planning of job skills with local businesses for training and mentoring. These unique learning opportunities are coordinated by each student's teacher in consideration of the student's identified current job skills and potential future job matches.: *general and special education, vocational education, work force investment act*

Monthly/Quarterly:

- ☐ Transition Counselor: *Review coordination of training efforts with other appropriate programs such as Vocational Education, Work Force Investment Act, dropout/truancy prevention, local business training and mentoring opportunities.*

- [ ] Job search, application, social/conduct, and interview skills: *general and special education, vocational education, work force investment act.*
- [ ] Transition readiness: *Team review of student progress at team meetings in regard to readiness for transition to a less restrictive setting. Each team review's student progress academically, behaviorally, and in terms of transition outcomes to ensure each student is making progress toward transitioning back to their homes, families, schools, and communities. Program adjustments are made as needed to ensure progress is made. Special education, State and Federal Programs*
- [ ] Team review of each student's progress and program adjustment in math, reading, transition/vocational outcomes: *special education.*

Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (CFDA) # 84.010, Title 1 Part D, Subpart 1, ESA.
2. The State shall pay the Contractor an amount not to exceed the Grant Limitation, specified in block 1.8 of the Grant Agreement General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1, Title I application.
3. The Contractor shall use and apply all contract funds for authorized costs to provide services in Exhibit A, Scope of Services and Exhibit A-1, Title 1 application, in accordance with the budgets in Exhibit B-1, Exhibit B-2, and Exhibit B-3.
4. Payment for services provided in accordance with Exhibit A, Scope of Services and Exhibit A-1, Title1 applications, shall be made as follows:
   - 4.1. Payments shall be made on cost reimbursement basis only, for actual incurred costs, expenses, and fees.
   - 4.2. Allowable costs, expenses and fees are those included in Exhibit B-1, Exhibit B-2, and Exhibit B-3.
5. The Contractor will submit monthly invoices using invoice forms provided by the Department, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
6. The Department invoice must be completed and signed by the Contractor, or an authorized representative, in order to initiate payment.
7. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
8. The Contractor shall submit supporting documentation that support evidence of actual expenditures, in accordance with Exhibit B-1, Exhibit B-2, and Exhibit B-3.
9. The completed invoice must be submitted to:

   DCYF Fiscal Administrator
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
10. Notwithstanding anything to the contrary herein, the Contactor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1
DCYF Title I Program
2017 Summer School
(SFY18) Budget

Line Item	Amount
Salaries	$2,000
Contracted Services - Reading tutors	$8,400
Total	**$10,400**

Contractor Initials TCE
Date 1/10/18

Exhibit B-2
DCYF Title I Program
2017-2018 School Year
(SFY18) Budget

Line Item	Amount
Salaries	$8,000
Contracted Services - Reading tutors	$46,700
Supplies and Materials	$754
Total	**$55,454**

Contractor Initials TCE
Date 1/10/18

Exhibit B-3
DCYF Title I Program
2018 Summer School
(SFY19) Budget

Line Item	Amount
Salaries	$2,000
Contracted Services - Reading tutors	$8,400
Total	**$10,400**

Contractor Initials TCE
Date 1/10/18

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination, or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate, or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

   The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name: Spaulding Youth Center

January 10, 2018
Date

Todd C Emmons
Name: Todd C. Emmons
Title: CFO

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Spaulding Youth Center

January 10, 2018
Date

Todd C Emmons

Name: Todd C Emmons
Title: CFO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials TCE
Date 1/10/18

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Spaulding Youth Center

January 10, 2018
Date

Todd C Emmons
Name: Todd C Emmons
Title: CFO

Contractor Initials TCE
Date 1/10/18

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name: Spaulding Youth Center

January 10, 2018
Date

Todd C Emmons
Name: Todd C Emmons
Title: CFO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Spaulding Youth Center

January 10, 2018
Date

Todd C Emmons
Name: Todd C Emmons
Title: CFO

Contractor Initials TCE
Date 1/10/18

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Spaulding Youth Center
The State	Name of the Contractor
	Todd C Emmons
Signature of Authorized Representative	Signature of Authorized Representative
Joseph Ribsan	Todd C Emmons
Name of Authorized Representative	Name of Authorized Representative
Director DCYF	CFO
Title of Authorized Representative	Title of Authorized Representative
1/18/18	January 10, 2018 tct
Date	Date

Contractor Initials tct

Date 1/10/18

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Spaulding Youth Center

January 10, 2018
Date

Todd C Emmons
Name: Todd C Emmons
Title: CFO

Contractor Initials TCE
Date 1/10/18

FORM A

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

1. The DUNS number for your entity is: _____

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

   __X__ NO _____ YES

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

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

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

   _____ NO ✓ YES IRS Form 990

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.

   2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

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

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

2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPAULDING YOUTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 03, 1958. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65524**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of March A.D. 2017.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Lori Surowiec, Secretary Pro Tempore, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Spaulding Youth Center.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on February 22, 2017:
(Date)

RESOLVED: That the Chief Financial Officer
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 10th day of January, 2018.
(Date Contract Signed)

4. Todd C. Emmons is the duly elected Chief Financial Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Lori Surowiec
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Merrimack

The forgoing instrument was acknowledged before me this 10th day of January, 2018,

By ~~Todd C Emmons~~ Lori Surowiec DF
(Name of Elected Officer of the Agency)

Deborah Flanders
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

DEBORAH FLANDERS
MY COMMISSION EXPIRES DEC. 4, 2018
NOTARY PUBLIC
NEW HAMPSHIRE

Commission Expires: 12-4-18

every child deserves a childhood and a future

SPAULDING YOUTH CENTER

SPAULDING YOUTH CENTER
E-mail Vote of the Board of Trustees – February 22, 2017
Board Motion No: SYC 17-013

An e-mail vote of the Spaulding Youth Center Board of Trustees was conducted on February 22, 2017.

TRUSTEES RESPONDING: Clark, Dearborn, Gottling, Humphrey, Magoon, McCarty, McGuffin, Palfrey, Seed, Snelling, Strauch, Ventura, White, constituting a quorum

Motion to Approve Business Authorizations

Explanation of Motion

The purpose of this motion is to authorize Susan C. Ryan, Todd Emmons, Roger Bolduc, Michael Ventura, and Hali Dearborn to transact all necessary and customary business of Spaulding Youth Center.

With the exception of Ronald Magoon, who abstained, the vote was unanimous. The motion below will be entered into the record at the March 27, 2017 Board of Trustees Meeting.

RESOLVE THAT, Susan C. Ryan, CEO; Todd Emmons, CFO; Roger Bolduc, Director of Support Services, Michael Ventura, Chair, Spaulding Youth Center Board of Trustees, and Hali Dearborn, Chair, Spaulding Youth Center Foundation Board of Directors jointly or individually, be authorized to transact all necessary and customary business of Spaulding Youth Center, including but not limited to the appropriate powers to sign contracts, sign checks, conduct online banking, enter into lease agreements, enter into loan agreements, transfer, endorse, deposit, sell, assign, set over and deliver any and all shares of stocks, bonds, debentures, notes, cash, checks, evidences of indebtedness, or other securities, and to make, execute and deliver any and all written instruments necessary or proper to effectuate said authority, as authorized by the Board, and that the Secretary of the Corporation be authorized to execute any resolution as may be reasonably required to evidence their authority.

A true record.

Lori Surowiec
Secretary Pro Tempore

72 Spaulding Road, Northfield, NH 03276-4608 • tel (603) 286-8901 • fax (603) 286-8650 • www.spauldingyouthcenter

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/17/2017

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

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

PRODUCER	CONTACT NAME: Kendra Cote
CGI Insurance 171 Londonderry Turnpike Hooksett NH 03106	PHONE (A/C, No, Ext): (603)232-9306 FAX (A/C, No): (603)622-4618 E-MAIL ADDRESS: kcote@cgibusinessinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance	
INSURER B: Wesco Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Spaulding Youth Center 72 Spaulding Road Northfield NH 03276

COVERAGES **CERTIFICATE NUMBER:** 17/18 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			PHPK1678416	7/1/2017	7/1/2018	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	3,000,000
							PRODUCTS - COMP/OP AGG	$	3,000,000
							Employee Benefits	$	1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			PHPK1678423	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							Uninsured motorist combined	$	1,000,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			PHUB591469	7/1/2017	7/1/2018	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3189211 3A State(s): NH	3/1/2017	3/1/2018	X PER STATUTE / OTH-ER		
							E.L. EACH ACCIDENT	$	500,000
							E.L. DISEASE - EA EMPLOYEE	$	500,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
A	Professional Liability			PHPK1678416	7/1/2017	7/1/2018	Each Incident		1,000,000
							Aggregate		3,000,000

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

CERTIFICATE HOLDER

State of NH DHHS
129 Pleasant St
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Harvie/KDC

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SPAULDING
YOUTH CENTER

SPAULDING YOUTH CENTER

MISSION STATEMENT

Leverage our professional expertise to help young people with autism or other developmental and/or behavioral challenges learn the academic and life skills needed to be successful in their homes, schools and communities.

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

CONSOLIDATED FINANCIAL REPORT

JUNE 30, 2017

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NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees and Board of Directors
Spaulding Youth Center and
Spaulding Youth Center Foundation, Inc.
Northfield, New Hampshire 03276

We have audited the accompanying consolidated financial statements of Spaulding Youth Center and Spaulding Youth Center Foundation, Inc., which comprise the consolidating statement of financial position as of June 30, 2017, and the related consolidating statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

70 Commercial Street, 4th Floor
Concord, NH 03301
v: 603-224-5357
f: 603-224-3792

59 Emerald Street
Keene, NH 03431
v: 603-357-7665
f: 603-358-6800

44 School Street
Lebanon, NH 03766
v: 603-448-2650
f: 603-448-2476

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Spaulding Youth Center and Spaulding Youth Center Foundation, Inc. as of June 30, 2017, and the consolidated results of its operations and changes in net assets, functional expenses and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Spaulding Youth Center and Spaulding Youth Center Foundation, Inc.'s June 30, 2016 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated November 2, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Nathan Wechsler & Company
Concord, New Hampshire
November 17, 2017

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2017 and Comparative Totals as of June 30, 2016

ASSETS	Spaulding Youth Center	Spaulding Youth Center Foundation, Inc.	Eliminations	2017 Consolidated	2016 Consolidated
CURRENT ASSETS					
Cash	$ 1,214,177	$ 146,089	$ -	$ 1,360,266	$ 1,955,421
Accounts receivable, net of allowance for doubtful accounts of $120,000 for 2017	1,951,325	-	-	1,951,325	2,261,060
Grant receivable	9,673	-	-	9,673	17,837
Due from Spaulding Youth Center Foundation, Inc.	266,326	-	(266,326)	-	-
Contributions receivable	-	2,400	-	2,400	3,300
Prepaid expenses and other receivables	22,576	-	-	22,576	36,554
Food inventory	19,580	-	-	19,580	20,325
Total current assets	3,483,657	148,489	(266,326)	3,365,820	4,294,497
PROPERTY AND EQUIPMENT					
Land	289,383	376,126	-	665,509	383,226
Buildings and improvements	9,137,768	1,125,866	-	10,263,634	10,236,458
Vehicles	523,903	-	-	523,903	435,834
Furniture, fixtures and equipment	2,704,306	51,922	-	2,756,228	2,426,394
Construction in progress	215,641	-	-	215,641	32,709
	12,871,001	1,553,914	-	14,424,915	13,514,621
Less accumulated depreciation	6,103,406	617,883	-	6,721,289	6,153,958
	6,767,595	936,031	-	7,703,626	7,360,663
INVESTMENTS AND OTHER ASSETS					
Contributions receivable restricted to investment in building and other long-term assets, net	-	61,344	-	61,344	110,451
Beneficial interests in trusts	2,264,953	-	-	2,264,953	2,239,488
Investments	-	9,852,223	-	9,852,223	9,108,360
Total assets	**$ 12,516,205**	**$ 10,998,087**	**$ (266,326)**	**$ 23,247,966**	**$ 23,113,459**
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Current maturities of long-term debt	$ 397,291	$ -	$ -	$ 397,291	$ 388,550
Accounts payable	225,967	12,185	-	238,152	129,345
Due to Spaulding Youth Center	-	266,326	(266,326)	-	-
Accrued expenses	332,492	-	-	332,492	411,126
Charitable gift annuities	-	-	-	-	885
Total current liabilities	955,750	278,511	(266,326)	967,935	929,906
LONG-TERM DEBT, less current maturities	2,773,860	-	-	2,773,860	3,170,776
Total liabilities	3,729,610	278,511	(266,326)	3,741,795	4,100,682
NET ASSETS					
Unrestricted:					
Net investment in property and equipment	3,596,444	936,031	-	4,532,475	3,801,337
Undesignated	2,570,814	96,218	-	2,667,032	2,945,345
Board designated	144,159	7,510,960	-	7,655,119	7,521,304
Total unrestricted net assets	6,311,417	8,543,209	-	14,854,626	14,267,986
Temporarily restricted	210,225	1,501,747	-	1,711,972	1,830,683
Permanently restricted	2,264,953	674,620	-	2,939,573	2,914,108
Total net assets	8,786,595	10,719,576	-	19,506,171	19,012,777
Total liabilities and net assets	**$ 12,516,205**	**$ 10,998,087**	**$ (266,326)**	**$ 23,247,966**	**$ 23,113,459**

See Notes to Consolidated Financial Statements.

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year Ended June 30, 2017 and Comparative Totals for Year Ended June 30, 2016

	Spaulding Youth Center				Spaulding Youth Center Foundation, Inc.						
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Eliminations	2017 Consolidated	2016 Consolidated
Revenues, gains (losses) and other support:											
Tuition income	$ 10,569,449	$ -	$ -	$ 10,569,449	$ -	$ -	$ -	$ -	$ -	$ 10,569,449	$ 11,125,215
Other student services	1,916,897	-	-	1,916,897	-	-	-	-	-	1,916,897	1,825,999
National school lunch reimbursement	-	-	-	-	-	-	-	-	-	-	61,498
ISO program	672,992	-	-	672,992	-	-	-	-	-	672,992	710,730
Management fee - Foundation	55,592	-	-	55,592	-	-	-	-	(55,592)	-	-
Interest and dividends	512	-	-	512	143,417	48,743	-	192,160	-	192,672	194,056
Change in split-interest value	-	-	-	-	(2,363)	-	-	(2,363)	-	(2,363)	(2,796)
Other income (loss)	78,779	-	-	78,779	(10)	-	-	(10)	-	78,769	28,396
Gain (loss) on disposal of assets	1,848	-	-	1,848	-	-	-	-	-	1,848	(8,540)
Net realized and unrealized gains (losses), net of investment fees for 2017 of $66,839	-	-	-	-	443,558	123,513	-	567,071	-	567,071	(150,752)
Contributions received	786	106,864	-	107,650	140,040	37,920	-	177,960	(88,855)	196,755	408,439
Investment income from trusts	98,625	-	-	98,625	-	-	-	-	-	98,625	118,652
Total revenues, gains and other support	13,395,480	106,864	-	13,502,344	724,642	210,176	-	934,818	(144,447)	14,292,715	14,310,897
Net assets released from restrictions:											
For satisfaction of restrictions from endowment income	-	-	-	-	43,512	(43,512)	-	-	-	-	-
For satisfaction of restrictions from Fund for Success	250,000	-	-	250,000	-	(250,000)	-	(250,000)	-	-	-
For satisfaction of program restrictions	85,692	(85,692)	-	-	56,547	(56,547)	-	-	-	-	-
Total net assets released from restrictions	335,692	(85,692)	-	250,000	100,059	(350,059)	-	(250,000)	-	-	-
Expenses:											
Program services:											
Residential program	5,080,789	-	-	5,080,789	-	-	-	-	-	5,080,789	4,714,714
Education program	4,284,676	-	-	4,284,676	-	-	-	-	-	4,284,676	4,865,970
Program support	1,644,216	-	-	1,644,216	-	-	-	-	-	1,644,216	1,458,835
ISO program	669,179	-	-	669,179	-	-	-	-	-	669,179	683,217
Contributions to Spaulding Youth Center	-	-	-	-	88,855	-	-	88,855	(88,855)	-	-
General and administrative	1,982,801	-	-	1,982,801	183,379	-	-	183,379	(55,592)	2,110,588	2,104,943
Fundraising and public relations	-	-	-	-	35,338	-	-	35,338	-	35,338	35,487
Total expenses	13,661,661	-	-	13,661,661	307,572	-	-	307,572	(144,447)	13,824,786	13,863,166
Other changes in net assets:											
Transfer to Center unrestricted funds	138,962	-	-	138,962	(138,962)	-	-	(138,962)	-	-	-
Transfer from Fund for Advancement	100,000	-	-	100,000	(100,000)	-	-	(100,000)	-	-	-
Increase (decrease) in value of beneficial interests in trusts	-	-	25,465	25,465	-	-	-	-	-	25,465	(16,694)
	238,962	-	25,465	264,427	(238,962)	-	-	(238,962)	-	25,465	(16,694)
Increase in unrestricted net assets	308,473	-	-	308,473	278,167	-	-	278,167	-	586,640	657,945
Increase (decrease) in temporarily restricted net assets	-	21,172	-	21,172	-	(139,883)	-	(139,883)	-	(118,711)	(210,214)
Increase (decrease) in permanently restricted net assets	-	-	25,465	25,465	-	-	-	-	-	25,465	(16,694)
Increase (decrease) in net assets	308,473	21,172	25,465	355,110	278,167	(139,883)	-	138,284	-	493,394	431,037
Net assets, beginning of year	6,002,944	189,053	2,239,488	8,431,485	8,265,042	1,641,630	674,620	10,581,292	-	19,012,777	18,581,740
Net assets, end of year	**$ 6,311,417**	**$ 210,225**	**$ 2,264,953**	**$ 8,786,595**	**$ 8,543,209**	**$ 1,501,747**	**$ 674,620**	**$ 10,719,576**	**$ -**	**$ 19,506,171**	**$ 19,012,777**

See Notes to Consolidated Financial Statements.

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30, 2017 and Comparative Totals for Year Ended June 30, 2016

	Spaulding Youth Center						Spaulding			
	General and Administrative	Residential Program	Education Program	Program Support	ISO Program	Total	Youth Center Foundation, Inc.	Eliminations	2017 Consolidated	2016 Consolidated
Personnel expenses:										
Salaries and wages	$ 1,003,799	$ 2,559,566	$ 2,155,228	$ 1,115,937	$ 317,497	$ 7,152,027	$ -	$ -	$ 7,152,027	$ 7,121,800
Overtime wages	1,916	470,355	121,449	17,884	5,188	616,792	-	-	616,792	638,305
Foundation management fee	56,549	-	-	-	-	56,549	55,592	(55,592)	56,549	102,306
Employee benefits	228,237	666,297	577,519	194,900	52,106	1,719,059	-	-	1,719,059	1,925,540
FICA expense	72,197	222,505	169,463	84,665	24,041	572,871	-	-	572,871	557,724
Workers' compensation insurance	17,467	140,486	167,470	8,102	2,596	336,121	-	-	336,121	284,902
Other personnel expense	25,585	21,397	21,246	-	160	68,388	-	-	68,388	49,826
Employee recruitment	84,274	-	-	-	-	84,274	-	-	84,274	5,036
Total personnel expenses	1,490,024	4,080,606	3,212,375	1,421,488	401,588	10,606,081	55,592	(55,592)	10,606,081	10,685,439
Program expenses:										
Client treatment services	50	723	15,772	154,554	229,578	400,677	-	-	400,677	352,315
Building and household supplies	913	51,313	25,676	1,083	108	79,093	-	-	79,093	96,278
Educational supplies	-	13,941	61,776	1,587	-	77,304	-	-	77,304	90,184
Food expense	-	153,361	57,416	-	-	210,777	-	-	210,777	218,147
Medical supplies	-	-	-	6,976	-	6,976	-	-	6,976	9,790
Clothing	-	8,249	-	-	2,155	10,404	-	-	10,404	13,154
Client and staff transportation	8,892	54,443	2,664	3,196	8,843	78,038	-	-	78,038	80,603
Student program funds	-	32,547	-	-	482	33,029	-	-	33,029	34,160
Student activities	-	3,702	14,419	-	-	18,121	-	-	18,121	18,224
Total program expenses	9,855	318,279	177,723	167,396	241,166	914,419	-	-	914,419	912,855
Operating expenses:										
Accounting and auditing fees	45,863	-	-	-	-	45,863	14,125	-	59,988	55,663
Legal fees and other professional services	111,111	-	36,558	-	-	147,669	23,720	-	171,389	255,463
Staff development	45,220	2,756	13,272	4,496	1,359	67,103	-	-	67,103	90,712
Office and computer supplies	52,809	1,092	4,003	4,246	551	62,701	339	-	63,040	61,974
Printing	-	-	-	-	-	-	11,618	-	11,618	11,558
Equipment maintenance and repairs	10,443	45,767	28,906	1,251	5,148	91,515	4,193	-	95,708	103,473
Telecommunications	11,820	10,744	9,176	969	56	32,765	-	-	32,765	39,550
Postage and shipping	7,975	-	-	-	-	7,975	856	-	8,831	9,374
Vehicle lease, maintenance and repairs	1,231	13,514	12,237	1,194	256	28,432	-	-	28,432	31,293
Property and liability insurance	30,981	33,687	30,505	2,977	638	98,788	4,086	-	102,874	76,554
Memberships	2,308	78	1,091	77	2	3,556	-	-	3,556	3,735
Interest expense	5,076	12,187	105,973	52	2,690	125,978	-	-	125,978	128,878
Admissions	2,308	5,328	3,067	-	1,230	11,933	-	-	11,933	17,887
Equipment and furnishings	24,569	14,934	4,383	1,851	36	45,773	-	-	45,773	17,037
Annual meeting	-	-	-	-	-	-	-	-	-	2,033
Board retreat	3,049	-	-	-	-	3,049	-	-	3,049	5,321
Bank fees	7,272	-	-	-	-	7,272	1,949	-	9,221	2,835
Total operating expenses	362,035	140,087	249,171	17,113	11,966	780,372	60,886	-	841,258	913,340

See Notes to Consolidated Financial Statements.

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
Year Ended June 30, 2017 and Comparative Totals for Year Ended June 30, 2016

	Spaulding Youth Center						Spaulding			
	General and Administrative	Residential Program	Education Program	Program Support	ISO Program	Total	Youth Center Foundation, Inc.	Eliminations	2017 Consolidated	2016 Consolidated
Occupancy expenses:										
Heating costs	3,137	41,336	34,636	3,513	755	83,377	-	-	83,377	81,754
Other utilities	3,510	48,121	39,881	3,928	844	96,284	1,549	-	97,833	104,181
Maintenance and repairs	10,109	111,555	100,704	9,806	2,101	234,275	-	-	234,275	191,803
Property taxes	1,890	24,718	20,774	2,104	452	49,938	3,728	-	53,666	49,054
Other occupancy costs	8,602	127,568	95,460	9,633	2,067	243,330	1,218	-	244,548	220,686
Total occupancy expenses	27,248	353,298	291,455	28,984	6,219	707,204	6,495	-	713,699	647,478
Other expenses:										
Depreciation	87,350	171,595	276,358	8,634	4,006	547,943	33,812	-	581,755	545,539
Marketing expenses	5,508	12,719	7,320	-	2,939	28,486	51,176	-	79,662	96,258
Other expenses	781	-	-	-	-	781	756	-	1,537	3,959
Special events	-	-	-	-	-	-	-	-	-	12,624
Bad debt expense	-	4,205	70,274	601	1,295	76,375	10,000	-	86,375	45,674
Support of Center programs	-	-	-	-	-	-	88,855	(88,855)	-	-
Total other expenses	93,639	188,519	353,952	9,235	8,240	653,585	184,599	(88,855)	749,329	704,054
Totals	$ 1,982,801	$ 5,080,789	$ 4,284,676	$ 1,644,216	$ 669,179	$ 13,661,661	$ 307,572	$ (144,447)	$ 13,824,786	$ 13,863,166

See Notes to Consolidated Financial Statements.

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

CONSOLIDATING STATEMENT OF CASH FLOWS

Year Ended June 30, 2017 and Comparative Totals for Year Ended June 30, 2016

	Spaulding Youth Center	Spaulding Youth Center Foundation, Inc.	Eliminations	2017 Consolidated	2016 Consolidated
CASH FLOWS FROM OPERATING ACTIVITIES					
Increase in net assets	$ 355,110	$ 138,284	$ -	$ 493,394	$ 431,037
Adjustments to reconcile increase in net assets to net cash provided by operating activities:					
Depreciation	547,943	33,812	-	581,755	545,539
Amortization of charitable gift annuities	-	495	-	495	434
(Gain) loss on disposal of fixed assets	(1,848)	-	-	(1,848)	8,540
Net realized and unrealized (gain) loss on investments	-	(567,071)	-	(567,071)	150,752
Bad debt expense	76,375	10,000	-	86,375	45,674
Increase in gifts restricted for capital campaign	-	-	-	-	(54,302)
(Increase) decrease in beneficial interests in trusts	(25,465)	-	-	(25,465)	16,694
(Increase) decrease in accounts receivable	233,360	-	-	233,360	(811,063)
Decrease in grant receivable	8,164	-	-	8,164	7,591
Change in due from Spaulding Youth Center Foundation, Inc.	(466,584)	-	466,584	-	-
Decrease in contributions receivable	-	40,007	-	40,007	54,302
Decrease in prepaid expenses and food inventory	13,180	1,543	-	14,723	1,872
Increase in accounts payable	100,305	8,502	-	108,807	2,164
Change in due to Spaulding Youth Center	-	466,584	(466,584)	-	-
Decrease in accrued expenses	(78,634)	-	-	(78,634)	(215,142)
Net cash provided by operating activities	**761,906**	**132,156**	-	**894,062**	**184,092**
CASH FLOWS FROM INVESTING ACTIVITIES					
Purchase of property and equipment	(926,319)	-	-	(926,319)	(388,034)
Proceeds from sale of property and equipment	3,450	-	-	3,450	17,550
Proceeds from sale of investments	-	325,693	-	325,693	1,624,518
Purchase of investments	-	(502,485)	-	(502,485)	(1,737,405)
Net cash used in investing activities	**(922,869)**	**(176,792)**	-	**(1,099,661)**	**(483,371)**
CASH FLOWS FROM FINANCING ACTIVITIES					
Proceeds from borrowings on long-term debt	-	-	-	-	491,184
Principal payments on long-term debt	(388,176)	-	-	(388,176)	(273,756)
Increase in gifts restricted for capital campaign	-	-	-	-	54,302
Payments on charitable gift annuities	-	(1,380)	-	(1,380)	(1,380)
Net cash provided by (used in) financing activities	**(388,176)**	**(1,380)**	-	**(389,556)**	**270,350**
Net decrease in cash	**(549,139)**	**(46,016)**	-	**(595,155)**	**(28,929)**
Cash, beginning of year	1,763,316	192,105	-	1,955,421	1,984,350
Cash, end of year	**$ 1,214,177**	**$ 146,089**	**$ -**	**$ 1,360,266**	**$ 1,955,421**
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION					
Cash payments for:					
Interest expense	$ 125,978	$ -	$ -	$ 125,978	$ 128,878

See Notes to Consolidated Financial Statements.

Note 1. Nature of Activities

Spaulding Youth Center ("the Center") is a voluntary not-for-profit corporation, incorporated under the laws of the State of New Hampshire. The Center was established to provide high-quality therapeutic, educational, residential and foster care services for children with emotional and behavioral challenges and children with autism or other neurological impairments. The Center also provides training to families and professional staff focusing on children's behavioral, emotional and educational challenges. The Center was created as a result of the merger of the NH Orphans' Home, the Daniel Webster Home, and the Golden Rule Farm on November 6, 1958.

Spaulding Youth Center Foundation, Inc. ("the Foundation") is a voluntary not-for-profit corporation, incorporated under the laws of the State of New Hampshire. It is not classified as a private foundation by the Internal Revenue Service. The Foundation was formed in a court-approved reorganization of Spaulding Youth Center, whereby certain assets of the Center, including the endowment funds, were transferred to the Foundation for administration effective March 31, 1989. The Foundation also assumed the fundraising functions of the Center.

Effective July 1, 2017, Spaulding Youth Center acquired the assets and assumed the liabilities of Spaulding Youth Center Foundation, Inc.

Note 2. Significant Accounting Policies

Principles of consolidation: The consolidated financial statements include the accounts of the Center and the Foundation, collectively referred to as "the Organization." The Center and the Foundation share common members of their Boards and are, therefore, under common control. All material inter-organizational transactions have been eliminated in the consolidation.

Basis of accounting: The consolidated financial statements of the Organization are prepared on the accrual basis; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Estimates and assumptions: Management uses estimates and assumptions, such as fair value of contributions receivable, useful lives of property and equipment and allowance for doubtful accounts in preparing the financial statements. Those estimates and assumptions affect the recorded amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the recorded revenues and expenses. Accordingly, actual results may differ from those estimates.

Basis of presentation: The Organization accounts for contributions received in accordance with the FASB Accounting Standards Codification topic for revenue recognition (FASB ASC 958-605) and contributions made in accordance with FASB ASC 958-720-25 and FASB ASC 958-310. In accordance with FASB ASC 958-605-25, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence or nature of any donor restrictions. In addition, FASB ASC 958-310 requires that unconditional promises to give be recorded as receivables and recognized as revenues.

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The Organization adheres to the Presentation of Financial Statements for Not-for-Profit Organizations topic of the FASB Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Descriptions of the three net asset categories are as follows:

Unrestricted net assets include revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions or time restrictions. Unrestricted net assets also include amounts designated by the Board of Trustees and Directors for future special purposes.

Temporarily restricted net assets include gifts and contributions receivable for which time and donor-imposed restrictions have not yet been met and also include the accumulated appreciation related to permanently restricted endowment gifts, which is a requirement of FASB ASC 958-205-45.

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof be made available for program operations in accordance with donor restrictions. Permanently restricted net assets also include the fair value of the Organization's beneficial interest in trusts.

Cash and cash equivalents: For purposes of reporting cash flows, the Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Organization had no cash equivalents at June 30, 2017.

Accounts receivable: Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to an allowance based on their assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance and a credit to accounts receivable.

Fair value option: GAAP provides a fair value option election that allows organizations to irrevocably elect fair value as the initial and subsequent measurement attribute for certain financial assets and liabilities. GAAP permits the fair value option election on an instrument-by-instrument basis at specified election dates, primarily at the initial recognition of an asset or liability or upon an event that gives rise to a new basis of accounting for that instrument. The Organization has elected the fair value option for contributions receivable.

Contributions receivable: Unconditional contributions receivable are reported at net realizable value if at the time the promise is made payment is expected to be received in one year or less. Unconditional promises that are expected to be collected in more than one year are reported at fair value initially and in subsequent periods because the Organization elected the fair value option in accordance with generally accepted accounting principles. Management believes that the use of fair value reduces the cost of measuring unconditional promises to give in periods subsequent to their receipt and provides equal or better information to users of its financial statements than if those promises were measured using present value techniques and historical discount rates. Conditional promises to give are not included in the financial statements.

Contributions: Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions.

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All donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or a purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities and changes in net assets as net assets released from restrictions.

Beneficial interests in trusts: Beneficial interests in trusts are carried at the fair value of the expected future distributions from irrevocable perpetual trusts controlled by trustees not related to the Organization.

Donated services: Volunteers have donated their time to the Center and its programs; however, these donated services are not reflected in the financial statements since these services do not meet the criteria for recognition as contributed services.

Inventories: Inventories consist of food inventory and are valued at the lower of cost on the first-in, first-out basis, or market.

Property and equipment: Property and equipment are recorded at cost if purchased or at fair value on the date of gift if donated. Donated assets are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Property and equipment are being depreciated using the straight-line method over estimated useful lives as follows:

	Years
Buildings and improvements	5–50
Vehicles	3–5
Furniture, fixtures and equipment	3-15

The Organization's policy is to capitalize asset acquisitions in excess of $5,000. Lesser amounts are generally expensed. All depreciation taken on property and equipment is recorded as unrestricted operating expense.

Income taxes: The Center and Foundation are exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Center and Foundation are also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The Organization has adopted the provisions of FASB ASC 740, Accounting for Uncertainty in Income Taxes. Accordingly, management has evaluated the Organization's tax positions and concluded the Organization had maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment or disclosure in the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for years before 2014.

Expense allocation: All direct and overhead expenses have been allocated to comply with the rate-setting guidelines provided by the New Hampshire Department of Education and the Division of Children, Youth and Families, to which these statements and other financial documents are submitted by the Center.

Functional allocation of expenses: The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities and changes in net assets and statement of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

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Comparative financial information: The financial statement includes certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2016, from which the summarized information was derived.

Advertising costs: The Organization expenses all advertising costs as incurred. Advertising and recruitment expense amounted to $79,662 for the year ended June 30, 2017.

Note 3. Concentrations

The Center receives a substantial amount of its support from the New Hampshire Department of Health and Human Services, Division of Children, Youth and Families, in the form of board and care revenue, and from the New Hampshire Department of Education, for student instruction. In addition, the Center receives support from similar governmental agencies in other states. It is reasonably possible that in the near-term these arrangements could cease, by action of legislation, which would cause a severe impact on the Center and its ability to continue operations in the present capacity. The Center does not expect that the support from these governmental agencies will be lost in the near-term.

The Organization maintains cash accounts in multiple financial institutions. The Organization's cash accounts are insured up to $250,000 per depositor at each financial institution. There were no amounts in excess of these federally insured limits as of June 30, 2017. This excludes a portion of the Organization's cash balances invested in a repurchase agreement which is not insured by the FDIC. The repurchase agreement is an obligation of the Bank and the underlying federal security serves as collateral. Shares of pooled U.S. Government-backed securities pledged as collateral totaled approximately $1,266,000 at June 30, 2017.

Note 4. Contributions receivable

Unconditional promises to give are included in the financial statements as contributions receivable and revenue of the appropriate net asset category. Contributions expected to be received beyond one year are recognized at fair value using present value techniques and a discount rate of 3%.

Unconditional promises to give are expected to be realized in the following periods:

	Contributions receivable	Capital campaign contributions receivable
In one year or less	$ 2,400	$ 83,822
Between one year and five years	-	30,060
Less: allowance for doubtful accounts	-	(50,000)
Less: present value discount	-	(2,538)
Total	**$ 2,400**	**$ 61,344**

Note 5. Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values, based upon quoted market prices or estimated fair value provided by external managers, in the consolidating statement of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying consolidating statement of activities and changes in net assets.

The following summarizes investment return for the year ended June 30, 2017:

	Unrestricted	Temporarily Restricted	Total
Interest and dividends	$ 143,929	$ 48,743	$ 192,672
Realized and unrealized gains	494,882	139,028	633,910
Investment fees	(51,324)	(15,515)	(66,839)
	$ 587,487	$ 172,256	$ 759,743

As of June 30, 2017, the Foundation had signed contracts with two donors which created charitable gift annuities that are being administered by the Foundation. The donors retain the power to revoke the annuity payments. The Foundation's obligation under the agreements terminates upon the death of the last beneficiary unless sooner terminated by the donor. Based on the donors' and beneficiaries' life expectancies and the discount rates, there was no amortized gift annuity liability as of June 30, 2017. During the year ended June 30, 2017, the Foundation amortized $495 of the discount on the estimated present values of the future payments.

Note 6. Beneficial Interests in Trusts

The Center is the beneficiary of several irrevocable perpetual trusts managed by local, independent financial institutions. The Center receives distributions from seven trusts based on the income earned and annual distributions made by the trust. The Center received $98,625 from these trusts during the year ended June 30, 2017. This amount is recorded as unrestricted investment income.

The Center's portion of the fair value of these trusts, which approximates the present value of future benefits expected to be received, amounted to $2,264,953 at June 30, 2017. In accordance with FASB ASC 958-605, *Transfers of Assets to a Not-for-Profit Organization or Charitable Trust That Raises or Holds Contributions for Others*, the Center has recorded the change in value of these investments on the statement of activities and changes in net assets. The increase in value of beneficial interests in trusts during the year ended June 30, 2017 amounted to $25,465.

Note 7. Net Assets

Designated and temporarily restricted net assets at June 30, 2017 consisted of gifts, contributions receivable, other unexpended revenues, and investment gains available for the following purposes:

Board-designated endowment funds	$	6,073,646
Priority needs		1,437,314
Professional fees		26,375
Admissions		25,333
Staff development		50,000
Marketing and communications		32,586
Miscellaneous		9,865
Total designated net assets	$	7,655,119

Art supplies	$	31,370
Technology		85,055
Professional development		50,916
Miscellaneous		32,711
Contributions and grant receivable		73,417
Capital campaign funds		959,442
Portion of perpetual endowment funds subject to time restriction under UPMIFA		479,061
Total temporarily restricted net assets	$	1,711,972

Permanently restricted net assets consist of the following at June 30, 2017:

Beneficial interests in trusts	$	2,264,953
Endowment original value of gifts primarily for general operating support, outdoor and agricultural education, and art programs		674,620
	$	2,939,573

Note 8. Fair Value Measurements

The Fair Value Measurements Topic of the FASB Accounting Standards Codification (FASB ASC 820-10) establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1 – inputs are unadjusted, quoted prices in active markets for identical assets at the measurement date. The types of assets carried at level 1 fair value generally are securities listed in active markets. The Organization has valued its investments, listed on national exchanges at the last sales price as of the day of valuation.

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- Level 2 - inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

- Level 3 - inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option-pricing models, discounted cash flow models, and similar techniques.

The inputs or methodology used for valuing investments are not necessarily an indication of the risk associated with investing in those investments.

Financial assets carried at fair value on a recurring basis consist of the following at June 30, 2017:

	Level 1	Level 2	Level 3
Cash and money market funds	$ 383,370	$ -	$ -
Repurchase agreements	-	1,225,844	-
Equities:			
Consumer discretionary	664,275	-	-
Consumer staples	491,980	-	-
Energy	369,694	-	-
Financials	828,053	-	-
Health care	931,774	-	-
Industrials	552,482	-	-
Information technology	1,396,038	-	-
Materials	210,189	-	-
Other equities	588,016	-	-
Fixed Income:			
Government and government agencies	-	786,474	-
Mortgage-backed securities	-	296,214	-
Corporate bonds	-	2,057,891	-
Taxable funds	275,249	-	-
Tax exempt funds	20,524	-	
Inflation hedging	-	-	-
Contributions receivable	-	-	63,744
Beneficial interests in trusts	-	-	2,264,953
Total	$ 6,711,644	$ 4,366,423	$ 2,328,697

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The following table presents the change in Level 3 instruments for the year ended June 30, 2017:

	Contributions receivable	Beneficial interests in trusts
Balance, beginning of year	$ 113,751	$ 2,239,488
New contributions receivable	150	-
Contribution payments	(41,977)	-
Changes to discount and allowance	(8,180)	-
Total realized and unrealized gains, included in changes in net assets	-	25,465
Balance, end of year	$ 63,744	$ 2,264,953

	Contributions Receivable	Beneficial interests in trusts
Amount of unrealized gains relating to assets still held at the reporting date, included in changes in net assets	$ -	$ 25,465

The Organization has elected the fair value option for recording long-term contributions receivable. As a result of this election, contributions receivable are reported at fair value initially and in subsequent periods. This option simplifies the recordkeeping aspect of accounting for contributions receivable by eliminating the requirement to amortize the resulting discount.

The fair value of the beneficial interests in trusts is determined by calculating the present value of future distributions expected to be received, which approximates the market value of the trusts' assets at June 30, 2017.

Note 9. Endowment Funds and Net Assets

The Foundation adheres to the Other Presentation Matters section of the Presentation of Financial Statements for Not-for-Profit Organizations topic of the FASB Accounting Standards Codification (FASB ASC 958-205-45). FASB ASC 958-205-45 provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). FASB ASC 958-205-45 also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds) whether or not the organization is subject to UPMIFA.

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. The Foundation has adopted FASB ASC 958-205-45 for the year ending June 30, 2010. The Foundation's endowment is comprised of approximately

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seven named funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of the Foundation has interpreted UPMIFA as allowing the Foundation to appropriate for expenditure or accumulate so much of an endowment fund as the Foundation determines to be prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift instrument.

As a result of this interpretation, the Foundation classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Foundation in a manner consistent with the standard of prudence prescribed in UPMIFA. In accordance with UPMIFA, the Foundation considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Foundation, and (7) the investment policies of the Foundation.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Foundation to retain as a fund of perpetual duration. In accordance with GAAP, deficiencies of this nature amounting to $110 for the year ended June 30, 2017, is reported in unrestricted net assets. These deficiencies result from unfavorable market fluctuations that occurred after the investment of new permanently restricted contributions and continued appropriation for certain programs that was deemed prudent by the Board of Directors.

Investment Return Objectives, Risk Parameters and Strategies: The Foundation has adopted investment and spending policies, approved by the Board of Directors, for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of approximately 5% while growing the funds if possible. Therefore, the Foundation expects its endowment assets, over the long term, to produce an average rate of return of 3% over the generally followed Consumer Price Index while prioritizing preservation of the capital in real terms and displaying strong risk management. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to not expose the fund to unacceptable levels of risk.

(continued on next page)

Spending Policy: The Foundation has adopted a written spending policy of appropriating for distribution each year 4% of its endowment fund's average fair value of the prior 20 quarters through the year preceding the fiscal year in which the distribution is planned. In establishing this policy, the Foundation considered the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor-restrictions, and the possible effects of inflation. The Foundation expects the current spending policy to allow its endowment funds to grow at a nominal average rate of approximately 3% annually, which is consistent with the Foundation's objective to maintain the purchasing power of the endowment assets as well as to provide additional real growth through investment return.

Endowment net asset composition by type of fund as of June 30, 2017 is as follows:

	Board Designated	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ (110)	$ 479,061	$ 674,620	$ 1,153,571
Board-designated endowment funds	6,073,756	-	-	6,073,756
	$ 6,073,646	$ 479,061	$ 674,620	$ 7,227,327

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

	Board Designated	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, beginning of year	$ 5,735,194	$ 427,100	$ 674,620	$ 6,836,914
Investment return net of fees:				
Investment income	126,496	24,256	-	150,752
Net realized and unrealized gains, net of fees $49,012	388,584	73,027	-	461,611
Total investment return	515,080	97,283	-	612,363
Appropriation of endowment assets for expenditure	(178,438)	(43,512)	-	(221,950)
Recovery of funds with deficiencies	1,810	(1,810)	-	-
Endowment net assets, end of year	$ 6,073,646	$ 479,061	$ 674,620	$ 7,227,327

Note 10. Line-of-Credit, Long-Term Debt, and Pledged Assets

The Center has a $1,000,000 revolving line-of-credit agreement with interest at the *Wall Street Journal* prime rate plus 1.5% (5.75% at June 30, 2017), with a floor rate of 5%, secured by all accounts receivable, demand deposits, cash collateral, contracts and contract rights, the second mortgage on the property located at 130 Shedd Road, and other amounts that might become owed to the Center during its normal course of operations. This line-of-credit is also guaranteed by the Foundation and requires the Center to maintain a minimum debt service covered ratio of 1.20. This line-of-credit has an annual renewal date of February 3. As of June 30, 2017, the Center did not have an outstanding balance on this line-of-credit.

Long-term debt at June 30, 2017 consists of the following:

Note payable, bank, secured by first mortgage on 130 Shedd Rd., interest at 4%, requiring monthly principal and interest payments of $14,732, due February 2037	$	2,392,502
Note payable, New Hampshire Educational and Health Facilities Authority, collateralized by securities, interest at 1%, requiring monthly principal and interest payments of $3,419, due November 2019		97,914
Note payable, bank and New Hampshire Educational and Health Facilities Authority (HEFA). The bank participates in 70% of the original principal balance. HEFA participates in 30%. The note bears interest at 3.1%. The note is collateralized by endowment funds and is guaranteed by the Foundation. The loan requires interest and principal payments of $24,417, due November 2019.		680,735
		3,171,151
Portion payable within one year		**397,291**
Total long-term debt	**$**	**2,773,860**

The carrying amount reported in the consolidating statement of financial position approximates fair value because the Center can obtain similar loans at the same terms.

The following is a summary of the principal payments due on long-term debt:

Year Ending June 30,		
2018	$	397,291
2019		409,724
2020		225,357
2021		91,735
2022		95,526
Thereafter		1,951,518
Total	$	3,171,151

Note 11. Tuition Income

Tuition income reported on the consolidating statement of activities and changes in net assets includes instructional revenue and residential revenue as follows:

Instructional revenue	$	6,079,319
Residential revenue		4,490,130
Total	**$**	**10,569,449**

Note 12. Retirement Plan

The Center maintains a defined contribution 403(b) qualified retirement plan ("the Plan"). The Plan covers all employees of the Center and the Foundation who have completed two years of service and who are at least twenty one years of age. Each year, the Center contributes to the Plan in accordance with the Plan document. Participants may make elective wage and salary deferrals into this plan. All participants are 100% vested upon entry. Included in employee benefits in the consolidating statement of functional expenses is the retirement expense amounting to $266,867 for the year ended June 30, 2017.

Note 13. Related Party Transactions

The Organization receives financing from a bank which employs one of the Organization's board members. In addition, another board member is also a board of director of that bank.

Note 14. Reclassification

Certain reclassifications have been made to prior year amounts to conform to the current year presentation. Such reclassifications have had no effect on net assets as previously reported.

Note 15. Subsequent Events

The Organization has evaluated subsequent events through November 17, 2017, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. Subsequent to year end, Spaulding Youth Center acquired the assets and assumed the liabilities of Spaulding Youth Center Foundation, Inc. effective July 1, 2017. There were no other subsequent events that would require disclosure in the financial statements for the year ended June 30, 2017.

every child deserves a childhood

SPAULDING YOUTH CENTER

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FY 2018

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12/8/2017

Colleen Sliva, MSEd.

367 Bee Hole Rd., Loudon, NH 03307 603-798-3852

Educational Experience:

Learning Disabilities Specialist:

Burnham Brook Middle School, Canterbury, NH: 2001-present. I supervise and implement the learning disabilities program. My responsibilities include overseeing a staff of three learning disability teachers, evaluation, individualized education plan formulation, and case management. I instruct learning-disabled students in specially designed reading, writing, and content area classes. Additionally, I teach a pre-algebra class.

President of the NH branch International Dyslexia Association:

2005-present. I am responsible for coordinating committees, meetings, chairing meeting and maintaining communication between our branch and the national branch.

Vice President of the NH branch International Dyslexia Association:

2001- 2004. My duties have included assisting in the establishment of this branch organization and organizing and executing conferences.

Individualized Reading Tutorials:

2000-present. I tutor students individually and in small groups using the Wilson Reading System, Lindamood-Bell Phoneme Sequencing Program, and Orton-Gillingham.

Elementary Special Needs Teacher:

Boscawen Elementary School: Merrimack Valley School District, Boscawen, NH 1992-2001
I taught a self-contained program for children with severe special needs such as mild to severe mental retardation, severe language impairment, autism/PDD, hearing impairment, PTSD, traumatic brain injury, Cerebral Palsy, Down's Syndrome, and Fetal Alcohol Syndrome. My duties included instruction, training and supervision of paraprofessionals, assessment and report writing, case management, individual educational plan writing, scheduling, and collaborating with regular educators.

Respite Provider:

Children's Intervention program: Riverbend Community Mental Health Center, Concord, NH: 1994-2000.
I provided respite care for seriously emotionally disturbed children ages 5-14+ for extended periods of time in homes and the community.

Elementary Summer School Teacher/ Tutor:

Merrimack Valley School District 1993, 1996-2001
I supervised, organized, and instructed a summer program for students with a wide variety of severe special needs. Additionally, I supervised, organized, and instructed a program for a young child with Autism from the time he was four years old until he was six in collaboration with the May Center.

Education:

Master of Science in Education: Language and Literacy Inclusion Specialist.

Simmons College, Boston, MA 2000-2001 (graduated 9/2001).

Graduate Coursework in Autism: Applied Behavior Analysis.

Fitchburg State College, Fitchburg, MA 1998.

B.A. Elementary and General Special Education.

Mount Holyoke College, South Hadley, MA & Notre Dame College, Manchester, NH 1984-1992.

Certifications:

NH State Certifications: Elementary Education, General Special Education, Learning Disabilities Specialist: Wilson Reading System Certified: Levels 1, 2A, 2B. Orton Gillingham Certification: Subscriber. Lindamood-Bell Phoneme Sequencing Program Trained and supervised practicum complete. Project Read Story Form and Report Form trained. Master's Level student of Barbara Wilson, Rebecca Felton, Louisa Moats, Marilyn Adams, and Anthony Bashir

Professional Memberships:

International Dyslexia Association, Simmons College Language and Literacy Program Task Force

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Colleen Sliva, MSEd	Principal and Special Education Director	78,000	0%	0%