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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  
~~Acting~~ Commissioner

Lorraine Bartlett  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4451 1-800-852-3345 Ext. 4451  
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January 21, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Division for Children, Youth and Families to enter into a **retroactive** agreement with Spaulding Youth Center (Vendor #154273), 72 Spaulding Road, Northfield, NH 03276, for the provision of Title I services to abused, neglected or delinquent youth in an amount not to exceed \$65,853.38, effective retroactive to October 15, 2015 through August 31, 2016, upon Governor and Executive Council approval. 100% other funding.

Funds are available in the following account for State Fiscal Years 2016 and 2017 with ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

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

State Fiscal Year	Class Title	Activity Code	Class/Object	Contract Amount
2016	Pass Thru Grants	42107501	571-500929	\$55,453.38
2017	Pass Thru Grants	42107501	571-500929	\$10,400.00
			<b>Total</b>	<b>\$65,853.38</b>

Please see attachment for fiscal details.

**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 October 15, 2015. Work began immediately to process contracts for this grant funding.

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.

This package includes one (1) of the six (6) vendors chosen to receive Title 1 funding, and represents \$65,853.38 of the total \$616,990.77 being funded. Five (5) contracts were previously forwarded for approval of the Governor and Executive Council.

The Department, through a cooperative agreement with the New Hampshire Department of Education, receives grant funds and those funds 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.

For the 2015-2016 school year, 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.

Should the Governor and Executive Council not approve this item, then money would not be available for program services, which could reduce the delivery of services that have been shown to be effective in improving youth educational achievement.

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,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Jeffrey A. Meyers  
Acting Commissioner

**Fiscal Details for Title I Programs for Providers Ineligible for  
Funding through a Local Education Agency**

**Easter Seals Education Program (Vendor # 177204-B005)**

555 Auburn Street, Manchester, NH 03103

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
571-500929	Pass Thru Grants	42107501	2016	\$35,463.00
571-500929	Pass Thru Grants	42107501	2017	\$10,105.00
			<b>Subtotal:</b>	<b>\$45,568.00</b>

**Merrimack Valley Day Care Services (Vendor #160070-B001)**

19 North Fruit Street, Concord, NH 03301

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
571-500929	Pass Thru Grants	42107501	2016	\$13,135.00
571-500929	Pass Thru Grants	42107501	2017	\$5,076.00
			<b>Subtotal:</b>	<b>\$18,211.00</b>

**Mount Prospect Academy (Vendor # 168139-B001)**

PO BOX 58, Plymouth, NH 03264

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
571-500929	Pass Thru Grants	42107501	2016	\$155,531.73
571-500929	Pass Thru Grants	42107501	2017	\$25,496.66
			<b>Subtotal:</b>	<b>\$181,028.39</b>

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

PO BOX 17, 40 Park Lane, Contoocook, NH 03229

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
571-500929	Pass Thru Grants	42107501	2016	\$189,184.00
571-500929	Pass Thru Grants	42107501	2017	\$25,436.00
			<b>Subtotal:</b>	<b>\$214,620.00</b>

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

133 River Road, Allenstown, NH 03275

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
571-500929	Pass Thru Grants	42107501	2016	\$65,560.00
571-500929	Pass Thru Grants	42107501	2017	\$26,150.00
			<b>Subtotal:</b>	<b>\$91,710.00</b>

**Spaulding Youth Center (Vendor #154273)**

130 Shedd Road, Northfield, NH 03276

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
571-500929	Pass Thru Grants	42107501	2016	\$55,453.38
571-500929	Pass Thru Grants	42107501	2017	\$10,400.00
			<b>Subtotal:</b>	<b>\$65,853.38</b>
			<b>Total:</b>	<b>\$616,990.77</b>

Subject: Funding for Title 1 Programs for Providers Ineligible for Funding through a Local Education Agency

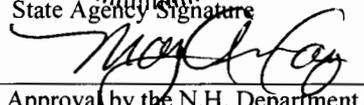
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Division for Children, Youth and Families		1.2 State Agency Address 129 Pleasant Street	
1.3 Contractor Name Spaulding Youth Center		1.4 Contractor Address 72 Spaulding Road Northfield NH 03276	
1.5 Contractor Phone Number (603) 286-8901	1.6 Account Number 05-095-42-421010-2975	1.7 Completion Date August 31, 2016	1.8 Price Limitation \$65,853.38
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CRYSTAL A WELCH DIRECTOR OF FINANCE	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u>  On <u>1/7/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary Public or Justice of the Peace Deborah Flanders			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Macy Ann Cooney Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>Megan A. Cole - Attorney</u> <u>2/12/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

Contractor Initials   CJ    
Date   1/7/16

Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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 CW  
Date 1/7/16



## Exhibit A

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### 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 shall ensure that all activities (field trips, activities out of the classroom, etc.) 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 is hereby incorporated into this Agreement as Exhibit A-1.

Spaulding Youth Center  
Institution Name

**TITLE I PART D, SUBPART 1, SECTION 2**

**ESEA 2015-2016**

**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 2015-2016 SY?	Assessments used to assess these goals? <i>Include pre/post dates for reading and math assessments.</i>	Who is responsible for giving and analyzing student results
<b>Academic Outcomes</b>				
<b>Mathematics</b>				
<b>Reading</b>				
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 8/31/2016.	Pre-test 8/2015: WRMT-NU or III Post-test 8/2016: WRMT-NU or III	Reading Tutor/ Special Education Coordinator
<b>Vocational Outcome</b>				
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: employability and independence	Surveys by 8/2016: of youth and collaterals assessing educational outcome, employment, satisfaction, transition outcomes	Spaulding Youth Center Transition Counselor

Contractor Initials CW  
Date 1/7/16

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	40		40
16-18 years old			20
19 years and older			7

**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
2	.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 87 divided by Total Title I Staff FTE 1.25 = 69.6 to 1

Contractor Initials CW  
Date 1/7/16

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 eleven 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.

Contractor Initials CW  
Date 1/7/16

**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.*

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- 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.*

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Spaulding Youth Center  
Institution Name

**I. Budget Narrative September 1, 2015- June 30, 2016.**

Use this form to provide sufficient detail regarding proposed expenditures of Title I Part D, Subpart 1 funds.

<b>Account Category</b>	<b>Budget Detail</b>	<b>Total Costs</b>
<b>Salaries and Benefits</b> <i>Include title and number of employees. Include rate of pay by hour/week etc.</i>	<b>Transition Counselor (1): @ \$20/hr: 50hrs/month</b>	<b>\$8000.00</b>
<b>Contracted Services</b> <i>Summarize activities and provide breakdown of expenses.</i>	<b>Reading Tutors (2): 38 weeks 1:1 tutoring</b>	<b>\$46700.00</b>
<b>Supplies and Materials</b> <i>Detail purchases (ex. #@\$). Explain the connection between items and the activities in the application.</i>	Purchase WRMT III for pre and Post testing: Reading tutoring	\$753.38
<b>Books</b> <i>Detail purchases (ex. #@\$). Explain the connection between purchases and the activities in the application.</i>		
<b>Equipment</b> <i>Attach a justification for each item to be purchased.</i>		
<b>Professional Development Activities</b>		
<b>Travel</b> <i>Summarize activities including the number of days, people involved and associated costs.</i>		
<b>Administration</b>		
<b>Total Costs</b>		<b>\$55453.38</b>

Contractor Initials   cw    
Date   1/7/16

**I. Budget Narrative July 1, 2016- August 31, 2016**

*Use this form to provide sufficient detail regarding proposed expenditures of Title I Part D, Subpart 1 funds.*

<b>Account Category</b>	<b>Budget Detail</b>	<b>Total Costs</b>
<b>Salaries and Benefits</b> <i>Include title and number of employees. Include rate of pay by hour/week etc.</i>	<b>Transition Counselor (1): @ \$20/hr: 50hrs/month</b>	<b>\$2000.00</b>
<b>Contracted Services</b> <i>Summarize activities and provide breakdown of expenses.</i>	<b>Reading Tutors (2): summer 1:1 tutoring</b>	<b>\$8400.00</b>
<b>Supplies and Materials</b> <i>Detail purchases (ex. #@&amp;). Explain the connection between items and the activities in the application.</i>		
<b>Books</b> <i>Detail purchases (ex. #@&amp;). Explain the connection between purchases and the activities in the application.</i>		
<b>Equipment</b> <i>Attach a justification for each item to be purchased.</i>		
<b>Professional Development Activities</b>		
<b>Travel</b> <i>Summarize activities including the number of days, people involved and associated costs.</i>		
<b>Administration</b>		
<b>Total Costs</b>		<b>\$10400.00</b>

Contractor Initials CW  
 Date 1/7/16

## Cover Sheet to Title I, Part D1 Application

Name of Institution: Spaulding Youth Center

Name of Institution Contact: Colleen Sliva, MEd.

Contact phone number: 603-286-8901x305

Contact email address: csliva@spauldingyouthcenter.org

Contractor Initials aw

Date 1/7/16



## 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.
3. Payment for said services shall be made as follows:
  - 3.1. The Contractor will submit an invoice, as created and supplied by the Division for Children, Youth and Families (DCYF), by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 3.2. The DCYF invoice must be completed and signed by the Contractor, or an authorized representative, in order to initiate payment.
  - 3.3. 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.
  - 3.4. The completed invoice must be submitted to:

DCYF Fiscal Administrator  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
4. Notwithstanding anything to the contrary herein, the Contractor 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

CW

Date

1/7/16



**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.



**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:

1/7/2016  
Date

Crystal A. Welch  
Name:  
Title: DIRECTOR OF FINANCE



**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:

1/7/16  
Date

Alysa A. Welch  
Name:  
Title: DIRECTOR OF FINANCE



**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:

1/7/16  
Date

Crystal A. Welch  
Name:  
Title: DIRECTOR OF FINANCE



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

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

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

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

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

Exhibit G

Contractor Initials CW

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

1/7/16  
Date

Crystal D. Welch  
Name:  
Title: DIRECTOR OF FINANCE

Exhibit G

Contractor Initials CW

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

Date 1/7/16



**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:

1/7/2016  
Date

Crystal A. Welch  
Name:  
Title: DIRECTOR OF FINANCE



Exhibit I

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

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

**(1) Definitions.**

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



Exhibit I

- 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



Exhibit I

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

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

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

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

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

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



Exhibit I

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

NH DHHS  
 The State

Mary Ann Cooney  
 Signature of Authorized Representative

MARY ANN COONEY  
 Name of Authorized Representative

Associate Commissioner  
 Title of Authorized Representative

2/3/16  
 Date

SPAULDING YOUTH CENTER  
 Name of the Contractor

Crystal A. Welch  
 Signature of Authorized Representative

CRYSTAL A WELCH  
 Name of Authorized Representative

DIRECTOR OF FINANCE  
 Title of Authorized Representative

1/7/16  
 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:

1/7/2016  
Date

Crystal A. Welch  
Name:  
Title: DIRECTOR OF FINANCE



**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: 073970667
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

Name: _____	Amount: _____

# State of New Hampshire Department of 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 filed July 3, 1958. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7<sup>th</sup> day of January, A.D. 2016

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
11/24/2015

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

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

<b>PRODUCER</b> USI Insurance Svcs LLC, CL 3 Executive Park Drive, Suite 300 Bedford, NH 03110-0406 855 874-0123	<b>CONTACT NAME:</b> Christine.Skehan	
	<b>PHONE (A/C, No, Ext):</b> 855 874-0123	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> Christine.Skehan@usi.biz		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Philadelphia Insurance Company		23850
<b>INSURED</b> Spaulding Youth Center 72 Spaulding Road Northfield, NH 03276		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

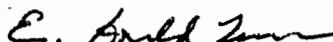
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			<b>PHPK1200728</b>  <b>Prof.Liab</b>	07/01/2015  07/01/2015	07/01/2016  07/01/2016	EACH OCCURRENCE    \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)    \$100,000 MED EXP (Any one person)    \$5,000 PERSONAL & ADV INJURY    \$1,000,000 GENERAL AGGREGATE    \$3,000,000 PRODUCTS - COMP/OP AGG    \$1,000,000 <b>Prof.Liab</b> \$1M/3M
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			<b>PHPK1200728</b>	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident)    \$1,000,000 BODILY INJURY (Per person)    \$ BODILY INJURY (Per accident)    \$ PROPERTY DAMAGE (Per accident)    \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			<b>PHUB466483</b>	07/01/2015	07/01/2016	EACH OCCURRENCE    \$5,000,000 AGGREGATE    \$5,000,000 \$ WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT    \$ E.L. DISEASE - EA EMPLOYEE    \$ E.L. DISEASE - POLICY LIMIT    \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?    Y/N    N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							
A	<b>Commercial P</b>			<b>PHPK1200728</b>	07/01/2015	07/01/2016	\$8,776,750 bldgs \$1,029,208 Bus PersProp

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

Evidence of Insurance for informational purposes

<b>CERTIFICATE HOLDER</b>  Dept of Health & Human Services Div of Children, Youth & Families Thayer Building 129 Pleasant St. Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	--



# 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 November 23, 2015 :  
(Date)

**RESOLVED:** That the Director of Finance  
(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 7<sup>th</sup> day of January, 2016.  
(Date Contract Signed)

4. Crystal A. Welch is the duly elected Director of Finance  
(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 7<sup>th</sup> day of January, 2016.

By Lori Surowiec  
(Name of Elected Officer of the Agency)

Deborah Flanders  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)  
  
Commission Expires 12-4-18



## **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, 2015

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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, 2015, 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.

*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, 2015, 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 the Organization's 2014 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated September 18, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

*Nathan Wechsler & Company*  
Concord, New Hampshire  
October 15, 2015

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.  
 CONSOLIDATING STATEMENT OF FINANCIAL POSITION  
 June 30, 2015 and Comparative Totals as of June 30, 2014

	ASSETS							
	Spaulding Youth Center	Spaulding Youth Center Foundation, Inc.	Eliminations	Consolidated 2015	Consolidated 2014			
<b>CURRENT ASSETS</b>								
Cash	\$ 1,793,126	\$ 191,224	\$ -	\$ 1,984,350	\$ 2,108,388			
Accounts receivable, net of allowance for doubtful accounts of \$10,000 for both 2015 and 2014	1,495,671	-	-	1,495,671	1,086,610			
Grant receivable	25,428	-	-	25,428	-			
Due from Spaulding Youth Center	-	4,378	(4,378)	-	-			
Contributions receivable	-	3,200	-	3,200	17,325			
Prepaid expenses and other receivables	44,647	1,732	-	46,379	66,465			
Food inventory	12,372	-	-	12,372	11,034			
<i>Total current assets</i>	<i>3,371,244</i>	<i>200,534</i>	<i>(4,378)</i>	<i>3,567,400</i>	<i>3,289,822</i>			
<b>PROPERTY AND EQUIPMENT</b>								
Land	7,100	376,126	-	383,226	383,226			
Buildings and improvements	8,981,599	1,125,866	-	10,107,465	9,729,645			
Vehicles and equipment	442,017	-	-	442,017	430,294			
Furniture and fixtures	2,269,168	51,922	-	2,321,090	2,384,896			
Construction in progress	21,781	-	-	21,781	-			
Less accumulated depreciation	(11,721,665)	(1,553,914)	-	(13,275,579)	(12,928,061)			
<i>Total property and equipment</i>	<i>5,181,059</i>	<i>550,260</i>	<i>-</i>	<i>5,731,319</i>	<i>5,657,522</i>			
<b>INVESTMENTS AND OTHER ASSETS</b>								
Contributions receivable restricted to investment in building, net	6,540,606	1,003,654	-	7,544,260	7,270,539			
Beneficial interests in trusts	-	164,853	-	164,853	345,620			
Investments	2,256,182	-	-	2,256,182	2,297,512			
<i>Total investments</i>	<i>8,796,788</i>	<i>1,168,457</i>	<i>-</i>	<i>9,965,245</i>	<i>9,913,671</i>			
<i>Total assets</i>	<i>12,168,032</i>	<i>10,515,266</i>	<i>(4,378)</i>	<i>22,678,920</i>	<i>21,309,538</i>			
<b>LIABILITIES AND NET ASSETS</b>								
<b>CURRENT LIABILITIES</b>								
Current maturities of long-term debt	\$ 207,585	\$ -	\$ -	\$ 207,585	\$ 79,251			
Accounts payable	120,826	6,357	-	127,183	186,677			
Due to Spaulding Youth Center Foundation, Inc.	4,378	-	(4,378)	-	-			
Accrued expenses	626,268	-	-	626,268	302,102			
Charitable gift annuities	-	1,831	-	1,831	2,777			
<i>Total current liabilities</i>	<i>959,057</i>	<i>8,188</i>	<i>(4,378)</i>	<i>962,867</i>	<i>570,807</i>			
<b>LONG-TERM DEBT, less current maturities</b>								
<i>Total liabilities</i>	<i>3,134,313</i>	<i>8,188</i>	<i>(4,378)</i>	<i>3,134,313</i>	<i>2,556,108</i>			
<b>NET ASSETS</b>								
Unrestricted:								
Net investment in property and equipment	3,198,708	1,003,654	-	4,202,362	4,635,180			
Undesignated	2,304,997	-	-	2,304,997	1,952,563			
Board designated	169,102	6,933,580	-	7,102,682	6,347,700			
<i>Total unrestricted net assets</i>	<i>5,672,807</i>	<i>7,937,234</i>	<i>-</i>	<i>13,610,041</i>	<i>12,935,443</i>			
Temporarily restricted	145,673	1,895,224	-	2,040,897	2,277,023			
Permanently restricted	2,256,182	674,620	-	2,930,802	2,970,157			
<i>Total net assets</i>	<i>8,074,662</i>	<i>10,507,078</i>	<i>-</i>	<i>18,581,740</i>	<i>18,182,623</i>			
<i>Total liabilities and net assets</i>	<i>12,168,032</i>	<i>10,515,266</i>	<i>(4,378)</i>	<i>22,678,920</i>	<i>21,309,538</i>			

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, 2015 and Comparative Totals for Year Ended June 30, 2014

	Spaulding Youth Center				Spaulding Youth Center Foundation, Inc.				Eliminations	2015 Consolidated	2014 Consolidated
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Unrestricted	Temporarily Restricted	Permanently Restricted	Total			
Revenues, gains (losses) and other support:											
Tuition income	\$ 10,891,016	-	-	\$ 10,891,016	-	-	-	-	-	\$ 10,891,016	\$ 10,438,695
Other student services	1,668,234	-	-	1,668,234	-	-	-	-	-	1,668,234	1,549,496
National school lunch reimbursement	64,572	-	-	64,572	-	-	-	-	-	64,572	96,413
ISO program	763,401	-	-	763,401	-	-	-	-	-	763,401	527,017
Management fee - Foundation	133,195	-	-	133,195	-	-	-	-	(133,195)	-	-
Interest and dividends	567	-	-	567	129,673	58,738	-	188,411	-	188,978	218,955
Change in split-interest value	-	-	-	-	-	-	-	-	-	(2,796)	(2,206)
Other income	43,479	-	-	43,479	9	-	-	9	-	43,488	56,371
Gain (loss) on disposal of assets	(25,329)	-	-	(25,329)	-	-	-	-	-	(25,329)	153
Net realized and unrealized gains (losses), net of investment fees of \$59,607	-	-	-	-	(9,483)	22,463	-	12,980	-	12,980	754,213
Contributions received	30,717	184,019	-	214,736	139,462	72,875	1,975	214,312	(141,577)	287,471	323,172
Investment income from trusts	91,577	-	-	91,577	10	-	-	10	-	91,587	86,354
Total revenues, gains and other support	13,661,429	184,019	-	13,845,448	256,875	154,076	1,975	412,926	(274,772)	13,983,602	14,048,633
Net assets released from restrictions:											
For satisfaction of restrictions from endowment income	-	-	-	-	56,836	(56,836)	-	-	-	-	-
For satisfaction of restrictions from Fund for Success	320,700	-	-	320,700	-	(320,700)	-	(320,700)	-	-	-
For satisfaction of program restrictions	100,250	(100,250)	-	-	96,435	(96,435)	-	-	-	-	-
Total net assets released from restrictions	420,950	(100,250)	-	320,700	133,271	(423,971)	-	(320,700)	-	-	-
Expenses:											
Program services:											
Residential program	4,504,437	-	-	4,504,437	-	-	-	-	-	4,504,437	4,429,250
Education program	4,694,078	-	-	4,694,078	-	-	-	-	-	4,694,078	4,252,325
Program support	1,242,370	-	-	1,242,370	-	-	-	-	-	1,242,370	1,383,036
ISO program	776,376	-	-	776,376	-	-	-	-	-	776,376	556,650
Contributions to Spaulding Youth Center	-	-	-	-	141,577	-	-	141,577	(141,577)	-	-
General and administrative	2,202,446	-	-	2,202,446	229,511	-	-	229,511	(133,195)	2,298,762	1,746,276
Fundraising and public relations	-	-	-	-	16,383	-	-	16,383	-	16,383	17,189
Bad debt expense	749	-	-	749	10,000	-	-	10,000	-	10,749	51,729
Total expenses	13,420,456	-	-	13,420,456	397,471	-	-	397,471	(274,772)	13,543,155	12,436,455
Other changes in net assets:											
Transfer to Center unrestricted funds	121,260	-	-	121,260	(121,260)	-	-	(121,260)	-	-	-
Transfer to Fund for Advancement	(708,183)	-	-	(708,183)	708,183	-	-	708,183	-	-	-
Increase (decrease) in value of beneficial interests in trusts	-	-	(41,330)	(41,330)	-	-	-	-	-	(41,330)	179,510
Increase in unrestricted net assets	(586,923)	-	-	(586,923)	586,923	-	-	586,923	-	(41,330)	179,510
Increase (decrease) in temporarily restricted net assets	75,000	-	-	75,000	599,598	-	-	599,598	-	674,598	1,562,022
Increase (decrease) in permanently restricted net assets	-	83,769	(41,330)	83,769	-	(319,895)	-	(319,895)	-	(236,126)	9,936
Total increase (decrease) in net assets	75,000	83,769	(41,330)	117,439	599,598	(319,895)	1,975	281,678	-	399,117	1,791,688
Net assets, beginning of year	5,597,807	61,904	2,297,512	7,957,223	7,337,636	2,215,119	672,645	10,225,400	-	18,182,623	16,390,935
Net assets, end of year	\$ 5,672,807	\$ 145,673	\$ 2,256,182	\$ 8,074,662	\$ 7,937,234	\$ 1,895,224	\$ 674,620	\$ 10,507,078	\$ -	\$ 18,581,740	\$ 18,182,623

See Notes to Consolidated Financial Statements.

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES  
Year Ended June 30, 2015 and Comparative Totals for Year Ended June 30, 2014

	Spaulding Youth Center				Spaulding Youth Center Foundation, Inc.		Eliminations		Consolidated	
	General and Administrative	Residential Program	Education Program	Program Support	ISO Program	Total		2015	2014	
Personnel expenses:										
Salaries and wages	\$ 1,111,792	\$ 2,348,039	\$ 2,329,599	\$ 851,002	\$ 351,060	\$ 6,991,492	\$ -	\$ 6,991,492	6,324,074	
Overtime wages	2,459	394,256	190,414	3,587	169	590,885	-	590,885	577,337	
Foundation management fee	134,526	-	-	-	-	134,526	151,135	152,466	86,751	
Employee benefits	236,550	706,077	651,525	135,654	62,955	1,792,741	(133,195)	1,792,741	1,873,576	
FICA expense	84,000	202,856	187,727	65,363	27,478	567,424	-	567,424	508,950	
Workers' compensation insurance	15,025	144,070	141,794	7,219	1,694	309,802	-	309,802	320,839	
Other personnel expense	30,309	5,639	5,639	-	180	41,767	-	41,767	41,169	
Employee recruitment	5,104	-	-	-	-	5,104	-	5,104	2,100	
<b>Total personnel expenses</b>	<b>1,619,765</b>	<b>3,800,237</b>	<b>3,506,698</b>	<b>1,062,825</b>	<b>443,516</b>	<b>10,433,741</b>	<b>151,135</b>	<b>10,451,681</b>	<b>9,734,796</b>	
Program expenses:										
Client treatment services	-	1,217	76,730	95,718	294,466	458,131	-	458,131	392,600	
Building/household supplies	-	55,248	43,377	-	1,699	98,625	-	98,625	95,815	
Educational supplies	-	9,252	40,865	-	13,719	51,816	-	51,816	53,912	
Food expense	-	79,265	118,898	-	-	211,882	-	211,882	233,583	
Medical supplies	-	-	-	13,158	-	13,158	-	13,158	9,388	
Clothing	-	13,589	-	-	2,924	16,513	-	16,513	14,700	
Client and staff transportation	5,525	1,572	2,108	49,644	14,043	72,892	-	72,892	50,370	
Student program funds	-	30,988	-	1,292	2,513	34,793	-	34,793	28,542	
Student activities	-	32,632	-	-	-	44,103	-	44,103	28,811	
<b>Total program expenses</b>	<b>5,525</b>	<b>223,763</b>	<b>293,449</b>	<b>159,812</b>	<b>319,364</b>	<b>1,001,913</b>	<b>-</b>	<b>1,001,913</b>	<b>901,721</b>	
Operating expenses:										
Accounting and auditing fees	38,395	-	-	-	-	38,395	13,300	51,695	50,154	
Legal fees (Note 13)	124,925	-	-	-	-	124,925	-	124,925	6,586	
Other professional services	50,979	-	38,920	-	-	89,899	-	89,899	77,003	
Staff development	18,180	11,537	11,542	2,311	3,194	46,764	525	47,289	35,669	
Office and computer supplies	17,056	1,498	3,337	2,706	661	25,258	-	25,258	27,271	
Printing	-	-	-	-	-	-	8,982	8,982	15,882	
Equipment maintenance and repairs	21,354	45,812	53,806	-	1,030	122,002	3,545	125,547	87,052	
Telecommunications	39,578	-	-	-	-	39,578	-	39,578	34,854	
Postage and shipping	7,019	-	-	-	-	7,019	2,039	9,058	8,845	
Vehicle lease, maintenance and repairs	-	17,029	25,544	-	2,947	45,520	-	45,520	49,485	
Property and liability insurance	69,311	-	-	-	-	69,311	3,086	72,397	71,126	
Memberships	1,864	-	-	-	-	2,829	-	2,829	3,095	
Interest expense	9,229	-	104,820	-	-	114,049	-	114,049	107,677	
Admissions	10,414	-	-	-	-	10,414	-	10,414	15,573	
Equipment and furnishings	12,462	7,703	4,302	1,342	40	25,849	-	25,849	1,025	
Annual meeting	1,119	-	-	-	-	1,119	-	1,119	7,103	
Board retreat	6,985	-	-	-	-	6,985	-	6,985	7,103	
Bank fees - credit card account	-	-	-	-	-	-	2,871	2,871	2,543	
Staff travel	-	-	-	-	-	-	72	72	91	
<b>Total operating expenses</b>	<b>428,870</b>	<b>83,579</b>	<b>243,236</b>	<b>6,359</b>	<b>7,872</b>	<b>769,916</b>	<b>34,420</b>	<b>804,336</b>	<b>600,834</b>	

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, 2015 and Comparative Totals for Year Ended June 30, 2014

	Spaulding Youth Center						Spaulding Youth Center Foundation, Inc.			2015 Consolidated	2014 Consolidated
	General and Administrative	Residential Program	Education Program	Program Support	ISO Program	Total	Eliminations	Consolidated			
Occupancy expenses:											
Heating costs	-	49,516	74,274	-	-	123,790	-	-	123,790	166,719	
Other utilities	-	47,264	70,896	-	-	118,160	-	-	118,160	99,412	
Maintenance and repairs	-	70,347	96,788	-	-	167,135	-	-	167,135	119,405	
Property taxes	-	17,751	26,626	-	3,072	47,449	2,422	-	49,871	47,894	
Other occupancy costs	8,768	81,332	103,830	12,658	2,352	208,940	-	-	208,940	194,953	
Total occupancy expenses	8,768	266,210	372,414	12,658	5,424	665,474	2,422	-	667,896	628,383	
Other expenses:											
Depreciation	73,040	129,948	278,281	716	200	482,185	33,812	-	515,997	480,141	
Capital campaign expenses	-	-	-	-	-	-	-	-	-	21,586	
Marketing expenses	56,317	-	-	-	-	56,317	15,705	-	72,022	11,823	
Other expenses	10,161	-	-	-	-	10,161	999	-	11,160	3,935	
Special events	-	-	-	-	-	-	7,401	-	7,401	1,507	
Support of Center programs	-	-	-	-	-	-	141,577	(141,577)	-	-	
Total other expenses	139,518	129,948	278,281	716	200	548,663	199,494	(141,577)	606,580	518,992	
Totals	2,202,446	4,504,437	4,694,078	1,242,370	776,376	13,419,707	387,471	(274,772)	13,532,406	12,384,726	

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.  
CONSOLIDATING STATEMENT OF CASH FLOWS  
Year Ended June 30, 2015 and Comparative Totals for Year Ended June 30, 2014

	Spaulding Youth Center	Spaulding Youth Center Foundation, Inc.	Eliminations	2015 Consolidated	2014 Consolidated
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>					
Increase in net assets	\$ 117,439	\$ 281,678	\$ -	\$ 399,117	\$ 1,791,688
Adjustments to reconcile increase in net assets to net cash provided by (used in) operating activities:					
Depreciation	482,185	33,812	-	515,997	480,141
Amortization of charitable gift annuities	-	434	-	434	434
(Gain) Loss on disposal of fixed assets	25,329	-	-	25,329	(153)
Net realized and unrealized gain on investments	-	(12,980)	-	(12,980)	(754,213)
Bad debt expense	749	10,000	-	10,749	51,729
Increase in gifts restricted for capital campaign	-	(181,842)	-	(181,842)	(160,744)
(Increase) decrease in beneficial interests in trusts	41,330	-	-	41,330	(179,510)
(Increase) decrease in accounts receivable	(409,810)	-	-	(409,810)	304,867
Increase in grant receivable	(25,428)	-	-	(25,428)	-
Change in due from Spaulding Youth Center	-	562,511	(562,511)	-	-
Decrease in contributions receivable	-	184,892	-	184,892	147,838
(Increase) decrease in prepaid expenses and food inventory	18,024	724	-	18,748	(20,786)
Increase (decrease) in accounts payable	(62,564)	3,069	-	(59,495)	88,763
Change in due to Spaulding Youth Center Foundation, Inc.	(562,511)	-	562,511	-	-
Increase (decrease) in accrued expenses	324,166	-	-	324,166	(217,849)
<i>Net cash provided by (used in) operating activities</i>	<i>(51,091)</i>	<i>882,298</i>	<i>-</i>	<i>831,207</i>	<i>1,532,205</i>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>					
Purchase of property and equipment	(815,046)	-	-	(815,046)	(320,487)
Proceeds from sale of investments	-	586,104	-	586,104	8,820,538
Purchase of investments	-	(1,613,304)	-	(1,613,304)	(9,105,761)
<i>Net cash used in investing activities</i>	<i>(815,046)</i>	<i>(1,027,200)</i>	<i>-</i>	<i>(1,842,246)</i>	<i>(605,710)</i>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>					
Proceeds from borrowings on long-term debt	808,607	-	-	808,607	-
Principal payments on long-term debt	(102,068)	-	-	(102,068)	(73,200)
Proceeds from gifts restricted for capital campaign	-	181,842	-	181,842	160,744
Payments on charitable gift annuities	-	(1,380)	-	(1,380)	(1,035)
<i>Net cash provided by financing activities</i>	<i>706,539</i>	<i>180,462</i>	<i>-</i>	<i>887,001</i>	<i>86,509</i>
<i>Net increase (decrease) in cash</i>	<i>(159,598)</i>	<i>35,560</i>	<i>-</i>	<i>(124,038)</i>	<i>1,013,004</i>
Cash, beginning of year	1,952,724	155,664	-	2,108,388	1,095,384
<i>Cash, end of year</i>	<i>\$ 1,793,126</i>	<i>\$ 191,224</i>	<i>\$ -</i>	<i>\$ 1,984,350</i>	<i>\$ 2,108,388</i>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>					
Cash payments for:					
Interest expense	\$ 114,049	\$ -	\$ -	\$ 114,049	\$ 108,252

See Notes to Consolidated Financial Statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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*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.

*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 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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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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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, 2015.

**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.

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NOTES TO CONSOLIDATED 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.

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 and equipment .....	3-15
Furniture and fixtures .....	3-7

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 2012.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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**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.

**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, 2014, from which the summarized information was derived.

**Advertising costs:** The Organization expenses all advertising costs as incurred. Advertising and recruitment expense amounted to \$15,705 for the year ended June 30, 2015.

**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, 2015. Not included in these amounts is 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 \$2,214,800 at June 30, 2015.

**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%.

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SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Unconditional promises to give are expected to be realized in the following periods:

	Contributions receivable	Capital campaign contributions receivable
In one year or less	\$ 3,200	\$ 144,418
Between one year and five years	-	64,481
Less: allowance for doubtful accounts	-	(40,000)
Less: present value discount	-	(4,046)
<i>Total</i>	<u>\$ 3,200</u>	<u>\$ 164,853</u>

*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, 2015:

	Unrestricted	Temporarily Restricted	Total
Interest and dividends	\$ 130,240	\$ 58,738	\$ 188,978
Realized and unrealized gains	42,648	29,939	72,587
Investment fees	(52,131)	(7,476)	(59,607)
	<u>\$ 120,757</u>	<u>\$ 81,201</u>	<u>\$ 201,958</u>

The Foundation has established a pooled life income fund. Gifts to the fund are administered by a third party trustee for the eventual benefit of the Foundation. A donor, by transferring property to the fund, contributes an irrevocable remainder interest in such property to the Foundation. The donor and/or other beneficiaries retain income interest in such property for the remainder of their lives. The donor may also specify that the Foundation receive an income interest. Upon death of a donor or after the death of the last beneficiary, an amount equal to the value allocated to that donor's gift is removed from the fund and it becomes the absolute property of the Foundation. During the year ended June 30, 2014, the fund's last donor passed away and the fund's remaining value of \$34,723 became a Foundation asset.

As of June 30, 2015, 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, the amortized gift annuity liability of the Foundation was estimated to be \$1,831 as of June 30, 2015. During the year ended June 30, 2015, the Foundation amortized \$434 of the discount on the estimated present values of the future payments.

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

*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 \$91,577 from these trusts during the year ended June 30, 2015. 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 \$2,256,182 at June 30, 2015. 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 decrease in value of beneficial interests in trusts during the year ended June 30, 2015 amounted to \$41,330.

*Note 7. Net Assets*

Designated and temporarily restricted net assets at June 30, 2015 consisted of gifts, contributions receivable, other unexpended revenues, and investment gains available for the following purposes:

Board-designated endowment funds	\$ 4,785,396
Priority needs	2,148,184
Admissions	49,500
Staff development	50,000
New school improvements	67,000
Miscellaneous	2,602
<i>Total designated net assets</i>	<u>\$ 7,102,682</u>
Art supplies	\$ 21,434
Outdoor equipment and supplies	36,838
Miscellaneous	61,974
Contributions and grant receivable	193,481
Capital campaign project	1,239,923
Portion of perpetual endowment funds subject to time restriction under UPMIFA	487,247
<i>Total temporarily restricted net assets</i>	<u>\$ 2,040,897</u>

Permanently restricted net assets consist of the following at June 30, 2015:

Beneficial interests in trusts	\$ 2,256,182
Endowment original value of gifts primarily for general operating support, outdoor and agricultural education, and art programs	674,620
	<u>\$ 2,930,802</u>

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

*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.
- 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, 2015:

	Level 1	Level 2	Level 3
Cash and money market funds	\$ 1,852,553	\$ -	\$ -
Repurchase agreements	-	1,727,249	-
Equities:			
International	341,222	-	-
Consumer discretionary	651,283	-	-
Consumer staples	438,459	-	-
Energy	394,480	-	-
Financials	810,858	-	-
Health care	766,659	-	-
Industrials	405,046	-	-
Information technology	980,625	-	-
Materials	163,372	-	-
Other equities	12,616	-	-

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SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

	Level 1	Level 2	Level 3
Fixed Income:			
U.S. Treasury	\$ 227,705	\$ 162,775	\$ -
Corporate bonds	105,978	1,331,216	-
International	-	60,858	-
Mortgage-backed securities	-	312,793	-
Inflation hedging	127,727	-	-
Contributions receivable	-	-	168,053
Beneficial interests in trusts	-	-	2,256,182
<i>Total</i>	<u>\$ 7,278,583</u>	<u>\$ 3,594,891</u>	<u>\$ 2,424,235</u>

The following table presents the change in Level 3 instruments for the year ended June 30, 2015:

	Contributions receivable	Beneficial interests in trusts
Balance, beginning of year	\$ 362,921	\$ 2,297,512
New contributions receivable	4,641	-
Contribution payments	(198,968)	-
Changes to discount and allowance	(541)	-
Total realized and unrealized losses, included in changes in net assets	-	(41,330)
Balance, end of year	<u>\$ 168,053</u>	<u>\$ 2,256,182</u>

	Contributions Receivable	Beneficial interests in trusts
Amount of unrealized losses relating to assets still held at the reporting date, included in changes in net assets	<u>\$ -</u>	<u>\$ (41,330)</u>

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.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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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, 2015.

*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 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.

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## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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 are 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. There were no such deficiencies at June 30, 2015.

*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.

*Spending Policy:* The Foundation has adopted a written spending policy of appropriating for distribution each year 5% 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, 2015 is as follows:

	Board Designated	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	\$ -	\$ 487,247	\$ 674,620	\$ 1,161,867
Board-designated endowment funds	4,785,391	-	-	4,785,391
	<u>\$ 4,785,391</u>	<u>\$ 487,247</u>	<u>\$ 674,620</u>	<u>\$ 5,947,258</u>

(continued on next page)

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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

	Board Designated	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, beginning of year	\$ 4,872,440	\$ 512,381	\$ 672,645	\$ 6,057,466
Investment return net of fees:				
Investment income	116,314	28,086	-	144,400
Net realized and unrealized gains, net of fees \$41,605	1,437	3,616	-	5,053
Total investment return	117,751	31,702	-	149,453
Contributions	-	-	1,975	1,975
Appropriation of endowment assets for expenditure	(204,800)	(56,836)	-	(261,636)
Endowment net assets, end of year	<u>\$ 4,785,391</u>	<u>\$ 487,247</u>	<u>\$ 674,620</u>	<u>\$ 5,947,258</u>

**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% (4.75% at June 30, 2015), with a floor rate of 4.75%, 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, 2015, the Center did not have an outstanding balance on this line-of-credit.

Long-term debt at June 30, 2015 consists of the following:

Note payable, bank, secured by vehicle, interest at 4.75%, requiring monthly principal and interest payments of \$666, due November 2016	\$ 10,930
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	2,545,184
Note payable, government agency, interest at 1%, requiring monthly principal and interest payments of \$3,419, due November 2019	177,178

(continued on next page)

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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 maximum principal is \$1,100,000 of which \$608,606 has been advanced as of June 30, 2015. The note bears interest at 3.1%. The note is collateralized by endowment funds and is guaranteed by the Foundation. The loan requires interest only payments for the first twelve months of the term followed by interest and principal payments of \$24,417, due November 2019.

	608,606
	<u>3,341,898</u>
Portion payable within one year	207,585
<i>Total long-term debt</i>	<u><u>\$ 3,134,313</u></u>

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:

<u>Year Ending June 30,</u>	
2016	\$ 207,585
2017	271,977
2018	277,051
2019	285,704
2020	160,811
Thereafter	2,138,770
<i>Total</i>	<u><u>\$ 3,341,898</u></u>

**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	\$ 6,091,655
Residential revenue	4,799,361
<i>Total</i>	<u><u>\$ 10,891,016</u></u>

**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 \$255,694 for the year ended June 30, 2015.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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*Note 13. Litigation*

The Center has retained legal representation in connection with a suit filed against the Center. Based on the advice of the Center's legal counsel, the Center has charged \$100,000 to operations in the accompanying June 30, 2015 financial statements for expected settlement fees.

*Note 14. Reclassification*

Certain June 30, 2014 amounts have been reclassified to conform to the current year presentation. Such reclassifications have had no effect on the total change in net assets as previously reported.

*Note 15. Subsequent Events*

The Organization has evaluated subsequent events through October 15, 2015, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2015.

**Spaulding Youth Center Foundation  
Board of Directors  
2015 - 2016**

*Chair*

Hali B. Dearborn  
Term expires: 10/16

*Vice Chair*

Shirley M. Benson  
Term expires: 10/18

*Treasurer*

Patrick Clark  
Term expires: 10/17

*Secretary*

Terrance Humphrey  
Term expires: 10/18

Scott D. McGuffin, Esq.  
Term expires: 10/16

David Palfrey  
Term expires: 10/18

Michael Ventura  
Term expires: 10/17

## **Marcia O. Rundle**

### **Work History**

- 2011-present Spaulding Youth Center – Northfield, New Hampshire*  
Title I Reading Tutor
- 2004-2010 Spaulding Youth Center – Northfield, New Hampshire*  
Special Education Coordinator; supervise teachers, ensure related services are provided, communicate with sending school districts, manage a caseload of six students, teach Wilson Reading, administer state and district-wide testing.
- 2003-2004 Spaulding Youth Center – Northfield, New Hampshire*  
Teacher of 7<sup>th</sup>-8<sup>th</sup> grade Emotionally Handicapped boys; worked closely with colleagues, administration, clinicians, family workers and dorm staff to address whole child.
- 2001-2003 Winnisquam Regional School District – Northfield, New Hampshire*  
Resource Room teacher for 1<sup>st</sup> through 3<sup>rd</sup> grade students; managed a caseload of 16 students; presided over and completed paperwork for PPT meetings; administered formal academic evaluations; worked with teachers and aides to implement IEP's and accommodations.
- 1994-2001 Riverview School – E. Sandwich, Massachusetts*  
Promoted to Head Teacher of the Senior Team at this independent residential school for teenagers with learning disabilities. Duties included supervision of a team of 4-5 teachers, teacher observation and evaluation, supervision of portfolio and informal assessment, budget planning, communication with parents, daily communication with residential staff, coordination of activities with various community organizations, IEP preparation, writing narrative reports and teacher Math and Language Arts; collaborated with team to write theme-based curriculum; organized and implemented annual Senior class fundraiser, prom, and graduation activities.
- 1989-1994 Riverview School- E. Sandwich, Massachusetts*  
Teacher of high school age students; participated in a Master Teacher pilot program, 1991-1993. In addition to teaching duties, was an advisor to a caseload of 8-9 students.
- 1978-1980 Marietta Public Schools- Marietta, Georgia*  
Teacher of Learning Disabled students, ranging in age from 8-13 in a self-contained classroom.
- 1974-1979 Marshfield Public Schools- Marshfield, Massachusetts*  
Teacher of Prevocational class, developmentally delayed students, aged 13-15; held monthly meetings in which parent concerns and interests were discussed.
- 1962-1969 College Community Schools- Cedar Rapids- Iowa*  
Fourth grade teacher.

### **Education**

Ongoing recertification process

**Language Circle Enterprises:** *Project Read Phonology and Reading Comprehension; 2003*

Numerous teacher conferences, workshops, and weekly inservices given by nationally renowned Learning Disabilities expert, Richard D. Lavoie, (1988-2001)

**Georgia State University:** *Special Education; summer, 1980*

**Boston State University:** *Matriculated into graduate program for moderate special needs; May 1979-July 1979*

**Bridgewater State College:** *Special Education and Reading Courses; 1974-1978,1990*

**University of Iowa:** *Bachelor of Arts, Elementary Education; 1969*

#### **CERTIFICATIONS**

New Hampshire; Elementary Education, General Special Education

**References available upon request**

# Elizabeth A. Witham

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## Orton Gillingham Tutor

Seeking an opportunity to work with children challenged to read by using a multisensory structured language education program.

### Experience:

#### Private Tutor

June 2010 -Present

#### Spaulding Youth Center

Northfield, NH

#### Title I Reading Tutor

October 2010-Present

Private contractor to assess and tutor students, one-on-one, using Orton-Gillingham approach. Generate quarterly progress reports. Interface with teachers, clinicians, and support staff to develop and implement positive strategies for individual students.

#### Seacoast Learning Center

Rochester, NH

#### Tutor

May 2010-June 2012

#### Scholar

January 2009-May 2010

Tutor students using Orton-Gillingham approach since March 2009. Develop individual lesson plans, phonemic awareness activities, monitor student progress ongoing. Successfully created and implemented a behavior modification chart. Proficient with Microsoft Office, Excel, Word, Internet

#### Home Management

1998- Present

Guardian of medical and legal aspects for parental end of life care. Trained and volunteered at local woman's shelter. Support various committees - Chairperson of major fundraiser for woman's shelter, increased profits from \$45K to \$82K. Active parent at school and swim team.

#### Astra Microtronics Technology

Doylestown, PA

#### Account Manager:

1996-1998

Reported to Executive V.P of Sales. Managed Astra's largest corporate customer in size, volume and revenue. Key aspect of position was to communicate, mediate and facilitate the needs of two external organizations to meet one end goal. Interfaced heavily with customer and offshore manufacturing to facilitate design, process, implementation and manufacture of end product.

Operations Management: Progression of positions from 1982-1996 supporting all aspects of operations management. Key strengths include: excellent communication skills, the ability to coordinate support of multiple core group, attention to detail. Extensive computer skills to forecast, monitor, and prioritize corporate commitments.

- Anadigics Inc., Warren, NJ - Master Scheduler 94-96
- SGS- THOMSON Microelectronics, Montgomeryville, PA - Production Planner 91-94
- Sprague Semiconductor Group, Willow Grove, PA - PC Planner/FG Supervisor 82-91

**Education:**

**Advanced Language Training, IMSLEC Certified, Masonic Learning Center** 10/2010-6/2012

**Seacoast Learning Center, Rochester, NH. IMSLEC Accreditation** 1/2009-5/2010

**Temple University, Philadelphia, PA. BBA, Business Administration** GPA 3.24 1983-1990

**Montgomery County Community College, Gwynedd, PA.** GPA 4.0 1982-1983

**Indiana University of Pennsylvania, Indiana, PA. Consumer Services** GPA 3.25 1979-1982

## Melissa McEvoy

50 Havenwood Dr.  
Laconia, N.H. 03246

Phone: 603-528-2417  
mcevoy@metrocast.net

### Professional Summary

- Nationally and N.H. State Certified School Counselor
- Clear Communicator who partners with parents and others to help children succeed
- Collaborative team player who contributes to organization's success

### Professional Experience

#### **School Counselor**

**September 2010 - June 2012**

Newfound Regional High School, Bristol, NH.

Direct counseling of a 170 student caseload for academic, emotional and career needs. Individual sessions, classroom instruction, crisis intervention, senior advising, college search and entrance, consultation, assessment testing, 504 case plan management and IEP implementation.

#### **School Counselor**

**March-May, 2009**

Franklin High School, Franklin, NH. Temporary position.

Performed all aspect of school-wide counseling duties for a caseload of 250 students. Additionally, implemented the city-wide scholarship program for graduating seniors and assisted with financial aid searches.

#### **School Counselor**

**March-April, 2009**

Hillsboro Elementary School, Hillsboro, NH. Temporary position.

Counseling for students from kindergarten through fifth grade, including classroom instruction, individual sessions and crisis intervention, including a student's involuntary hospitalization.

#### **Fellowship Appointment**

**June 2005-June 2006**

University Counseling Center, Plymouth State University, Plymouth, NH.

Performed client intake and emergency services to students, conducted research for counseling staff, community outreach and office management assistance, and re-designed the Counseling Center's website.

#### **Business Owner**

**1999-Present**

Sole proprietor of "A Touch of Harmony" massage therapy practice in Meredith, NH. Render professional services, client-relations, financial management and public relations.

### Education

**2009** Nationally Certified Counselor, National Board of Certified Counselors, Inc.

**2009** Master of Education, School Counseling, Plymouth State University, Plymouth NH.

**1992 Master of Science, Environmental Science and Communications, Antioch New England Graduate School, Keene, NH.**

**Internships:**

**Spring, 2008 School Counselor Intern, Winnisquam Regional Middle School, Tilton, N.H. Worked under the aegis of the 2008 N.H. School Counselor of the Year, Elise Smith.**

**Spring, 2008 School Counselor Intern, Sanbornton Central Elementary School, Sanbornton, N.H. Worked under the direct supervision of Charles Slayton, SCES Guidance Counselor.**

**Fall, 2008 School Counselor Intern, Newfound Regional High School, Bristol, N.H. Worked under the direct supervisor of Guidance Director, Monica Jackson.**

**2006 – 2008 Facilitator, N.H. State Prison, Lakes Region Facility. Facilitated the "Father's Support Group", a weekly discussion group of resident fathers about best-practices for parenting while incarcerated and upon reintegration into the public community.** \*

**Present Professional Affiliations:**

- New Hampshire State Board of Education Certification
- American Red Cross, Certified Disaster Mental Health Counselor
- American School Counselors Association
- National Board of Certified Counselors
- National Education Association
- American Massage Therapy Association

**Personal:**

- Mother of two teen-age/young adult children.
- Triathlete, marathon runner, yoga practitioner.

# **Maria J. VanderWoude**

## **Education**

M.A.T., Agricultural Education, Cornell University, 1986  
B.S., Agricultural Education, Cornell University, 1985

## **Summary of Experience**

25 years of experience in Career and Technical Education includes student recruitment and program promotion, curriculum development, event planning and classroom management. Abilities include developing promotional materials, marketing course offerings to diverse audiences, working independently and functioning as part of a team.

## **Experience**

### **Student Services Coordinator, Winnisquam Regional Agricultural Education Center**

*2000- present, Winnisquam Regional School District, Tilton, NH*

#### **Responsibilities:**

- Promote agricultural education program and recruit students from area middle and high schools; create and give presentations to students, parents and teachers
- Work with guidance and administrative personnel to enroll students in appropriate classes at regional center
- Educate high school staff members and parents about the program and opportunities for students
- Develop promotional materials including brochures, newsletters, website, video and power point presentations
- Plan and coordinate functions including open houses, tours, administrative breakfasts and committee meetings
- Write and submit news releases to local publications
- Assist students in applying for college, scholarships and CTSO awards
- Collect data and report on enrollment trends and equity concerns
- Aid in Perkins reporting
- Research and implement service learning opportunities
- Develop curricula
- Coordinate and present eighth grade exploratory program

### **Executive Director, Granite State Association of FFA**

*1992 – present, Granite State Association of FFA, Concord, NH*

#### **Responsibilities:**

- Provide leadership training for members of the FFA
- Arrange professional development and in-service training for teachers
- Manage the FFA state officer team
- Plan and coordinate the annual state FFA convention, leadership camp, fall leadership day and other state-wide events
- Implement National FFA programs for students and teachers of agriculture
- Negotiate with hotels and conference centers for hosting of FFA events
- Apply for and administer grants

### **Agriculture Teacher**

*1986 – 1992, Alvirne High School, Hudson, NH*

#### **Responsibilities:**

- Developed curricula for horticulture courses
- Taught horticulture, animal science and general agriculture
- Advised the Alvirne FFA Chapter
- Worked as a team member with 5 others as part of the agriculture department
- Managed the floriculture program so that it was financially self-sufficient
- Participated in developing and implementing public relations activities

### **Agricultural-Extension Education Recruitment Ambassador**

*1985 – 1986, Cornell University, Ithaca, NY*

- Contacted potential freshman, transfer and graduate students
- Implemented materials for recruitment and publicity purposes
- Prepared and distributed informational materials
- Designed recruitment materials
- Addressed groups of students, teachers and others

### **Agriculture Teacher**

*January 1985 – August 1985, Delaware Academy, Delhi, NY*

- Developed curricula and taught high school level courses in agricultural production, general agriculture and small engine repair
- Advised the Delaware Academy FFA Chapter

### **Certifications**

- Experienced Educator, Comprehensive Agricultural Education endorsement
- Commercial Driver's License, Class C, School Bus and Passenger endorsements
- American Red Cross, CPR/AED –Adult

### **Awards**

- Outstanding Young Agriculture Teacher, 1988
- State Council On Vocational Education Outstanding Educator, 1997
- Honorary State FFA Degree, 1999
- Honorary American FFA Degree, 2006

### **Professional Memberships**

- National Association of Agricultural Educators
- New Hampshire Association of Agricultural Educators
- New Hampshire Agriculture in the Classroom Committee - Secretary
- New Hampshire FFA Foundation

### **References**

Janet Rosequist, Director, Winnisquam Regional Agricultural Education Center  
(603)286-4531, ext. 400, [jrosequist@wrsdsau59.org](mailto:jrosequist@wrsdsau59.org)

Richard Barker, State Supervisor of Agricultural Education (Retired), NH  
Department of Education, (603)522-8628, [brkrjonric@aol.com](mailto:brkrjonric@aol.com)

Wilbur Palmer, Director (Retired), Wilbur H. Palmer Vocational – Technical  
Center, (603)432-7212, [w-palmer@comcast.net](mailto:w-palmer@comcast.net)

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division for Children, Youth and Families**

**PERSONNEL DATA**  
**State Fiscal Year 2016**

	<b>Name</b>	<b>Title</b>	<b>Annual Salary</b>	<b>% of Time to Work on the Project</b>	<b>Project Amount Charged for SFY 2016 (7/1/16-6/30/17)</b>
1	Marica Rundle	Reading Tutor	\$ 24,795.00	100%	\$ 24,795.00
2	Elizabeth Witham	Reading Tutor	\$ 30,305.00	100%	\$ 30,305.00
3	Maria Vanderwoude	Transitional & Vocational Specialist	\$ 10,000.00	100%	\$ 10,000.00
4			\$ -		\$ -
5			\$ -		\$ -
6			\$ -		\$ -
7			\$ -		\$ -
8					
9					
		<b>Total:</b>			\$ 65,100.00