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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Interim Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 25, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Division for Children, Youth and Families (DCYF) to enter into a **sole source** agreement with Eckerd Youth Alternatives, Inc. ("Eckerd Kids"), 100 Starcrest Drive, Clearwater, FL 33765 (Vendor #TBD), a foreign, non-profit corporation, to provide a quality assurance review of the Child Protective Assessments closed by DCYF on February 22, 2016 and February 23, 2016, in an amount not to exceed \$82,000 effective upon Governor and Executive Council approval through December 31, 2017. Funds are 100% General Funds.

Funds are available in the following accounts in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust amounts within the budgets and encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**05-095-045-450010-61270000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: TRANSITIONAL ASSIST, DIV OF FAMILY ASSISTANCE, EMPLOYMENT
SUPPORT**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2017	502-500891	Payments to Providers	45030351	\$42,000
2018	502-500891	Payments to Providers	45030351	\$40,000
			TOTAL:	\$82,000

EXPLANATION

This request is for the purpose of providing quality assurance review of the about one thousand five hundred (1,500) Child Protective Services Assessments that were closed by the Division for Children, Youth and Families on February 22, 2016 and February 23, 2016. This contract is **sole source** because Eckerd Kids is the developer and sole source provider of the Safety Analysis Tool that will be used for the quality assurance review.

Eckerd Kids started as a Community Based Care Lead Agency managing child welfare systems in three (3) counties in the state of Florida and providing continuous quality assurance to sixty (60)

operating programs. Eckerd Kids conducted a review of one thousand five hundred (1,500) child welfare cases in Hillsborough County, Florida in 2012. From this review, critical Child Protection issues were identified that could decrease the probability of serious injury or death to children. Through the development of their process, Eckerd Kids identified common risk factors and how to review investigative practices such that they were able to identify critical case practices that are important to be completed to standard. Eckerd Kids is now an agency providing consultation on child safety that has been recognized by the Federal Commission to Eliminate Child Abuse and Neglect Fatalities and the House of Representatives Ways and Means Human Resources Subcommittee.

In February 2016, one thousand five hundred (1,500) overdue assessments were closed over a two-day period. These Assessments, closed in February 2016, have been identified by the Department of Health and Human Services as needing a retrospective review to assure that decisions made on February 22, 2016 and February 23, 2016 were not contrary to the requirements for meeting the safety and risk needs of children in New Hampshire alleged to have been abused or neglected.

The Contractor will review the Division for Children, Youth and Families' related statutes, protocols, policies, practice model, and handbooks to identify the key standards of practice that are implemented in New Hampshire. With an understanding of the expectations of New Hampshire's Child Protective Services, the Contractor will develop a Safety Analysis Tool that aligns with the New Hampshire language and expectations. The Contractor will then identify a sample of 100 Assessments, in conjunction with the Department, that meet the criteria outlined in the contract. Staff employed and trained by the Contractor will apply the Safety Analysis Tool to each Assessment identified as a part of the sample to measure compliance with the agency's protocols, policy, and practice.

For each Safety Analysis Tool completed the Contractor will keep track of recommendations for additional documentation, full or partial re-Assessment, or other recommendations for the final report. Once the Safety Analysis Tool has been applied to the 100 Child Protective Services Assessments, Eckerd will provide a final report to the Division for Children, Youth and Families with areas for improvement and strengths. This quality assurance review will be completed remotely between June 8, 2017 and December 31, 2017.

Through the approval of this Agreement the Contractor will provide a quality assurance safety review for the Department of Health and Human Services including, but not limited to:

- An individualized Safety Analysis Tool aligned to the New Hampshire laws and agency policies that are in effect.
- Bi-weekly notification of Assessments that were closed and are recommended for Department activities identified through the Safety Analysis Tool including a need for additional documentation and concerns that the Assessment should be reopened and investigated in whole or in part.
- A final report summarizing the results of all 100 Assessments reviewed with information on noted strengths, areas for improvement, and recommended additional follow-up actions for the Division for Children, Youth and Families.
- A formal exit conference presenting the final report of Eckerd Youth Alternatives, Inc.

As referenced in Exhibit C-1 of this Contract, this Agreement has the option to be extended for up to six (6) additional months, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Language in the contract provides that, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these

services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Should the Governor and Executive Council not authorize this request, the Department would likely be unable to evaluate the Division for Children, Youth, and Families' practice of assessing safety and risk of child(ren)/youth identified in the Assessments closed between February 22, 2016 and February 23, 2016.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,



Maureen U. Ryan
Interim Director



Approved By:
Jeffrey A. Meyers
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doiit

Denis Goulet
Commissioner

May 26, 2017

Jeffrey A. Meyers
Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Eckerd Youth Alternatives, Inc, as described below and referenced as DoIT No. 2018-030.

The purpose of this contract is for Eckerd Youth Alternatives, Inc. to implement the Safety Analysis Tool and provide ensuing consultation based on the results of the implemented Safety Analysis Tool. The vendor will provide consultation on child safety that has been recognized by the Federal Commission to Eliminate Child Abuse and Neglect Fatalities and the House of Representatives Ways and Means Human Resources Subcommittee.

The funding for this contract is \$82,000 and is effective upon the date of Governor and Council approval through December 31, 2017.

A copy of this letter should accompany the Department of Health and Human Service's submission to the Governor and Executive Council for approval.

Sincerely,

Marianne Cutler
for Denis Goulet

DG/mh
Contract 2018-030

cc: Bruce Smith, IT Manager

Subject: Safety Analysis and Consultation, SS-2017-DCYF-3-SAFET

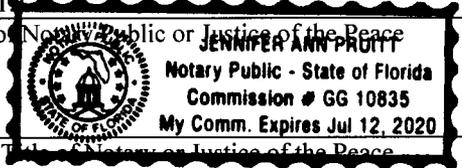
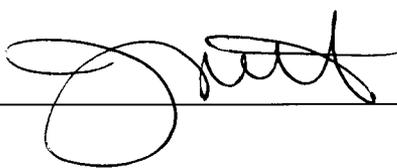
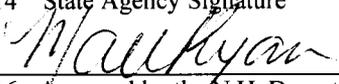
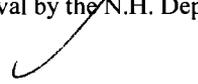
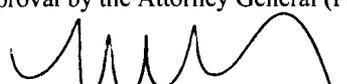
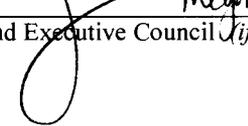
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Eckerd Youth Alternatives, Inc.		1.4 Contractor Address 100 Starcrest Drive Clearwater, FL 33765	
1.5 Contractor Phone Number (727) 461-2990	1.6 Account Number 05-095-045-450010-61270000-502-500891-45030351	1.7 Completion Date December 31, 2017	1.8 Price Limitation \$82,000
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Randall W. Luecke, Chief Financial Officer	
1.13 Acknowledgement: State of Florida, County of Pinellas On May 30, 2017, 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 or Justice of the Peace Jennifer Pruitt, Executive Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Megan A. Yee, Attorney 5/31/17			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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



Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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.



Exhibit A

Scope of Services

1. Definitions

1.1. **Assessment** - The Division for Children, Youth and Families' definition of Assessment is "a protective investigation process documented in the NH Statewide Automated Child Welfare Information System (SACWIS), Bridges, by which the Division for Children, Youth and Families Child Protective Service Worker enquires into a report alleging abuse or neglect, to determine the validity of the allegations and the need for further protective services."

EPHI - Electronic Protected Health Information. Title 45 of the Code of Federal Regulations 160.103 defines Electronic Protected Health Information as information that comes within paragraphs (1)(i) or (1)(ii) of the definition of protected health information as specified in this section.

i. Protected Health information is later defined as individually identifiable health information:

(1) Except as provided in paragraph (2) of this definition, that is:

- (i) Transmitted by electronic media;
- (ii) Maintained in electronic media; or
- (iii) Transmitted or maintained in any other form or medium.

(2) Protected health information excludes individually identifiable health information:

- (i) In education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g;
- (ii) In records described at 20 U.S.C. 1232g(a)(4)(B)(iv);
- (iii) In employment records held by a covered entity in its role as employer; and
- (iv) Regarding a person who has been deceased for more than 50 years.

Level One - The Division for Children, Youth and Families' definition of Level One is "a response priority established by the DCYF Central Intake Staff for a child protective Assessment, which requires a Child Protective Service Worker to make face-to-face contact with the alleged child/youth victim(s) within twenty-four (24) hours of receipt of the Assessment."

PII - Personally Identifiable Information. The United States Office of Management and Budget defines PII as information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.



Exhibit A

2. Provisions Applicable to All Services

- 2.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date, as applicable.
- 2.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 2.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for State Fiscal Year 2018.
- 2.4. The Contractor shall comply with all federal, state, rules and laws and Department/DCYF policies when performing the activities in this Agreement.
- 2.5. The Contractor shall maintain direct control of any State of New Hampshire (State) owned protected and or confidential data and restrict the physical location of any and all historical, current, and new confidential State owned data to remain within the boundaries of the United States; according to all applicable Federal and State laws.
- 2.6. The Contractor shall keep any stored State data secure and will not be co-located with data from other entities.
- 2.7. The Contractor agrees with the Security Language Requirements in Exhibit K.
- 2.8. Contractor Selected Off-Campus Work Facilities
 - 2.8.1. The Contractor shall perform services, as outlined in this Agreement, at the Contractor's selected work facility in Clearwater, Florida.
 - 2.8.2. The Contractor shall provide a suitable office space, furnished and equipped with telecommunication hardware and computer hardware, for performing the services as required under this Contract.
 - 2.8.3. The Contractor shall provide any and all materials and supplies required to successfully manage and provide all services as provided under this Contract.
 - 2.8.4. The Department reserves the right to inspect the Contractor selected work facility.
 - 2.8.5. Technical Requirements
 - 2.8.5.1. The Contractor shall have internet access and ensure internet is sufficient to meet the needs of all systems.
 - 2.8.5.2. The Contractor shall maintain a Citrix Client 4.7 software license for the duration of this contract.
 - 2.8.5.3. The Contractor shall supply/utilize their own computers with the following requirements:
 - 2.8.5.3.1. 500 MHz or more; and

Handwritten signature in black ink, appearing to be 'Neb'.



Exhibit A

2.8.5.3.2. 128 MB memory (RAM)

3. Scope of Services

3.1. The Contractor shall:

3.1.1. Ensure that all staff members performing services under this contract familiarize themselves with relevant policy, protocols, and the New Hampshire Division of Child, Youth and Families' (DCYF) practice model within fourteen (14) days of contract approval.

3.1.2. Within fourteen (14) days of contract approval, in consultation with the Department, develop a specific review tool(s) for the investigation of file closures, identifying needed activities that are recommended to occur on Assessments that:

3.1.2.1. Should have additional documentation entered, or

3.1.2.2. Should be reinvestigated in whole or in part.

3.1.3. Use the review tool(s), identified in subsection 3.1.2., to review a sample of Level One Assessments closed on February 22, 2016, and February 23, 2016.

3.1.4. The sample Assessments will be selected, by the Department and the Contractor jointly, from Level One Assessments according to the following risk based criteria:

3.1.4.1. All Level One Assessments closed using the Administrative Closure process on February 22, 2016, and February 23, 2016 will be selected if they have not had a subsequent investigation/Assessment since the administrative closure (as this would have prompted another subsequent risk assessment).

3.1.4.2. Level One Assessments closed through standard procedures on February 22, 2016, and February 23, 2016 will be selected as follows:

3.1.4.2.1. Selected Assessments should have at least one child currently under the age of three (3), and should:

3.1.4.2.1.1. Have had at least one prior Assessment on any household member prior to the closure, and

3.1.4.2.1.2. Not have had a subsequent investigation/Assessment since the closure (as this would have prompted another subsequent risk assessment), OR

3.1.4.2.2. Be Assessments that have had a sexual abuse allegation, and not have had a subsequent investigation/Assessment since the closure.

3.1.5. The Contractor shall review one hundred (100) Assessments meeting the risk based criteria identified in subsection 3.1.4.

3.1.5.1. Should less than one hundred (100) Assessments meet the identified risk based criteria, the Contractor, in consultation with the Department, shall adjust the identified risk based criteria so that the minimum



Exhibit A

number of one hundred (100) Assessments that meet the criteria is reached.

3.1.5.2. Should more than one hundred (100) Assessments meet the above-identified criteria, the Contractor shall expand the project budget and timeline and submit a revised proposal at the Department's sole discretion.

3.1.6. Be available to respond to Department inquiries, as needed, via telephone conference or email communication.

4. Staffing Requirements

4.1. The Contractor shall ensure sufficient qualified staff is available to perform the services outlined in this contract.

4.2. The Contractor shall:

4.2.1. Allocate up to six (6) staff members to review the Assessment files identified in subsections 3.1.4 and 3.1.5.

4.2.2. Ensure that all staff members assigned to this contract obtain Citrix Client user accounts from the Department.

4.2.3. Ensure that all staff assigned to this contract adheres to New Hampshire statutes governing child protection confidentiality and DCYF's Professionalism and Ethics Policy.

4.2.4. Ensure that any vacancies are filled within a timely manner and by a candidate that meets the requirements stated in this Contract.

4.2.5. Ensure that all staff assigned to this contract signs and submits the DHHS Confidentiality Policy/Agreement prior to the commencement of work on the services required under this contract.

4.2.5.1. The DHHS Confidentiality Policy/Agreement is available at:
<http://intranet/policies/documents/confidentiality-policy-062005.doc>.

4.2.6. Ensure that all staff assigned to this contract complete pre-service training requirements, provided by DCYF, prior to the commencement of any work under this contract.

4.2.6.1. The training will consist of one (1) day of Bridges general competency training.

5. Deliverables

5.1. The Contractor shall submit bi-weekly project updates on all activities including, but not limited to, review progress and recommendations as noted in subsections 3.1.2.1 and 3.1.2.2.

5.2. Bi-weekly project updates identified in subsection 5.1 (at the discretion of the Department) may be either via:

5.2.1. Telephonic conference call; or

5.2.2. Email communication.



Exhibit A

- 5.3. The Contractor shall conclude the review process and shall deliver the preliminary results of the review to the Department within ninety (90) days of the receipt of all client data and Department approval of the review tool(s) identified in subsection 3.1.2.
- 5.4. The Contractor shall submit a Final Report to the Department that shall include, but is not limited to:
 - 5.4.1. Noted Department strengths;
 - 5.4.2. Opportunities for Department improvement; and
 - 5.4.3. Recommendations regarding additional follow-up by the Department as suggested by the review.
- 5.5. The Final Report shall be delivered within thirty (30) days of the conclusion of the review.
- 5.6. The Contractor shall present the final reports in a formal exit conference at the DCYF office, as desired.
- 5.7. The Department reserves the right to conduct additional quality assurance activities, which may include, but is not limited to, site visits, personnel file reviews and observations.

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Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price limitation on Form P-37, Block 1.8, General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with 100% General Funds.
3. Payment for Services shall be made as follows:
 - 3.1. The Contractor shall file two (2) invoices with the Department as follows:
 - 3.1.1. The first invoice, in the amount of \$42,000, shall be submitted upon Department approval of the review tools, as identified in Exhibit A subsection 2.1.2. and the completion of fifty (50) percent of the safety reviews.
 - 3.1.2. The second invoice, in the amount of \$40,000, shall be submitted upon the completion of the remaining safety reviews and the submission of the Final Report.
 - 3.2. Expenses shall be reported for reimbursement by budget line item in Exhibits B-1 and B-2.
 - 3.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of each Invoice submitted pursuant to this Agreement.
 - 3.4. Invoices identified in Section 3.1 shall be submitted to:

Department of Health and Human Services
Attn: Financial Manager
NH Department of Health and Human Services
Division of Children, Youth and Families
129 Pleasant Street
Concord NH 03301
4. A final payment request shall be submitted no later than forty (40) days after the end of the Contract.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Contract.



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.

[Handwritten Signature]



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

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

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

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

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

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

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



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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to six (6) additional months, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

Eckerd Youth Alternatives Inc. 100 Starcrest Drive, Clearwater, FL 33765

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

Contractor Name: Eckerd Youth Alternatives, Inc.

Name: Randall W. Luecke
Title: Chief Financial Officer

5/30/17

Date



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: Eckerd Youth Alternatives, Inc.

Name: Randall W. Luecke
Title: Chief Financial Officer

5/30/17

Date



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Eckerd Youth Alternatives, Inc.

Name: Randall W. Luecke
Title: Chief Financial Officer

5/30/17
Date



**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

Handwritten signature in black ink.

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: Eckerd Youth Alternatives, Inc.

5/30/17

Date

A handwritten signature in black ink that reads "Randall W. Luecke".

Name: Randall W. Luecke

Title: Chief Financial Officer

Exhibit G

Contractor Initials

Handwritten initials "RL" in black ink.

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Eckerd Youth Alternatives, Inc.

A handwritten signature in black ink that reads "Randall W. Luecke".

Name: Randall W. Luecke
Title: Chief Financial Officer

5/30/17

Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State

Maurien Ryan
Signature of Authorized Representative

Maurien Ryan
Name of Authorized Representative

Director
Title of Authorized Representative

5/31/17
Date

Eckerd Youth Alternatives, Inc.

Name of the Contractor
Randall W. Luecke
Signature of Authorized Representative

Randall W. Luecke
Name of Authorized Representative

Chief Financial Officer
Title of Authorized Representative

May 30, 2017
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: Eckerd Youth Alternatives, Inc.

Name: Randall W. Luecke
Title: Chief Financial Officer

5/30/17

Date

Contractor Initials RL

Date 5/30/17



FORM A

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

1. The DUNS number for your entity is: 08-068-1158
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____	Amount: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Breach notifications will be sent to the following email addresses:
 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

New Hampshire Department of Health and Human Services
Exhibit K



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

A handwritten signature in black ink, appearing to be 'MUR' or similar, written over the line for Contractor Initials.

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Eckerd Youth Alternatives Inc.

Budget Request for: Administrative Case Review
 (Name of RFP)

Budget Period: 7/1/2017 - 12/31/2017

Line Item	Total Program Cost		Contractor Asses 7 Month		Funded by OTHER contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,762.00	\$ 238.00	\$ -	\$ -	\$ 1,762.00	\$ 238.00	\$ 2,000.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Fees: Tool Development	\$ 9,435.00	\$ 1,275.00	\$ -	\$ -	\$ 9,435.00	\$ 1,275.00	\$ 10,710.00
Professional Fees: Case review	\$ 51,800.00	\$ 7,000.00	\$ -	\$ -	\$ 51,800.00	\$ 7,000.00	\$ 58,800.00
Professional Fees: Final Report	\$ 9,240.00	\$ 1,250.00	\$ -	\$ -	\$ 9,240.00	\$ 1,250.00	\$ 10,490.00
TOTAL	\$ 72,237.00	\$ 9,763.00	\$ -	\$ -	\$ 72,237.00	\$ 9,763.00	\$ 82,000.00

13.5%

Indirect As A Percent of Direct

Contractor Initials:

Date: 5/30/17

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Eckerd Youth Alternatives Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on June 29, 2016:
(Date)

RESOLVED: That the Chief Financial Officer
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 30th day of May, 2017.
(Date Contract Signed)

4. Randall W. Luecke is the duly elected Chief Financial Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

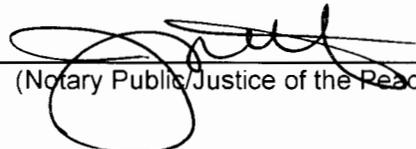
STATE OF Florida

County of Pinellas

The forgoing instrument was acknowledged before me this 30 day of May, 2017.

By Laura Hunt
(Name of Elected Officer of the Agency)




(Notary Public/Justice of the Peace)

Commission Expires: 7/12/20

CERTIFIED RESOLUTION
OF THE
BOARD OF DIRECTORS
OF
ECKERD YOUTH ALTERNATIVES, INC. (Eckerd Kids)
Resolution

The undersigned, Nancy Eckerd Nichols, Chairman of the Board of Directors of Eckerd Youth Alternatives, Inc., a Florida not for profit corporation (the "Corporation"), certifies that following resolution was approved and adopted by the Board of Directors at a duly called meeting held June 29, 2016:

RESOLVED, that the Board of Directors authorizes the President of Eckerd Kids to execute such contracts as are necessary to fulfill the mission of Eckerd Kids and in accordance with the policies adopted by the Board of Directors.

FURTHER RESOLVED, that the Board of Directors authorizes that any new contract for a dollar amount in excess of \$100,000, requires the signature of the President.

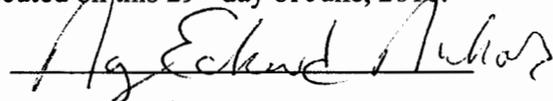
Any new contract for a dollar amount less than \$100,000 requires the signature of the President or the Chief Financial Officer.

A renewal, amendment or extension of an existing contract requires the signature of the President or the Chief Financial Officer.

A vendor contract or equipment lease agreement for a dollar amount less than \$100,000 may be signed by the President, the Chief Financial Officer or the Controller.

FURTHER RESOLVED, that the Board of Directors authorizes the President and Chief Financial Officer of Eckerd Kids to execute such contract as are necessary to fulfill the mission of Eckerd during the Fiscal Year 2017.

IN WITNESS THEREOF, this certificate was executed on this 29th day of June, 2016.



Nancy Eckerd Nichols
Chairman of the Board of Directors
Eckerd Youth Alternatives, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/25/2017

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

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

PRODUCER Bouchard Insurance (CLW) 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481		CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): 727 449-1267 E-MAIL ADDRESS: clcerts@bouchardinsurance.com															
INSURED Eckerd Youth Alternatives, Inc dba Eckerd Kids 100 N Starcrest Drive Clearwater, FL 33765-3224		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER B : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C : Charter Oak Fire Insurance Co</td> <td>25615</td> </tr> <tr> <td>INSURER D : Everest National Insurance Co</td> <td>10120</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nautilus Insurance Company	17370	INSURER B : Phoenix Insurance Company	25623	INSURER C : Charter Oak Fire Insurance Co	25615	INSURER D : Everest National Insurance Co	10120	INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:25000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	GFP1000173P5	07/01/2016	07/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 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 \$
D	AUTOMOBILE LIABILITY <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			CF4CA00094161	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CFX1000123P5	07/01/2016	07/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	TC2NUB9D90418916	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C			N/A	TROUB9D90419016	07/01/2016	07/01/2017	
A	Professional Liab	Y		PFP1000223P5	07/01/2016	07/01/2017	\$1,000,000/3,000,000
A	Abuse/Molestation	Y		PFP1000223P5	07/01/2016	07/01/2017	\$1,000,000/3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
COMPLETE CERTIFICATE HOLDER(S): State of New Hampshire Department of Health and Human Services
 Certificate Holder is an additional insured with respect to general liability including ongoing and completed operations, where required by written contract and subject to the terms, conditions and exclusions of the policy.
 (See Attached Descriptions)

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services Attn: Jonathan Gallo 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

DESCRIPTIONS (Continued from Page 1)

**** Workers Comp Information ****

TC2NUB9D90418915:AL,CA,DC,IA,KS,LA,MD,MO,NC,NJ,OK,PA,SC,TN,TX,VT,WV

TROUB9D90419015: FL,SD

NAMED INSURED SCHEDULE:

Eckerd Youth Alternatives, Inc. d/b/a Eckerd Kids;

Caring for Children, Inc.

Paxen Learning Services, LLC

NOTICE:

Bouchard Insurance is required to comply with the licensing agreement we hold with ACORD.

ACORD, in conjunction with the Department of Insurance, creates and enforces the rules and regulations pertaining to proper use of the Certificate of Liability Insurance form.

We are required to mark a Y next to the line of business in which the Additional Insured or Waiver of Subrogation coverage applies. According to ACORD, the Description of Operations section must be limited to describing information necessary to identify the operations, locations and vehicles for which the certificate was issued. Please note the Description of Operations section of the Certificate cannot be used to add additional information except as just described. Marking a Y next to the line of business adequately documents coverage. Equally important, it satisfies the rules and regulations governing the proper use of the Certificate of Liability Insurance form.

Certificate is a reflection of the current coverages provided for the insured. Limits and coverages are afforded to the certificate holder only if required by written contract.

The first name in second chances.SM

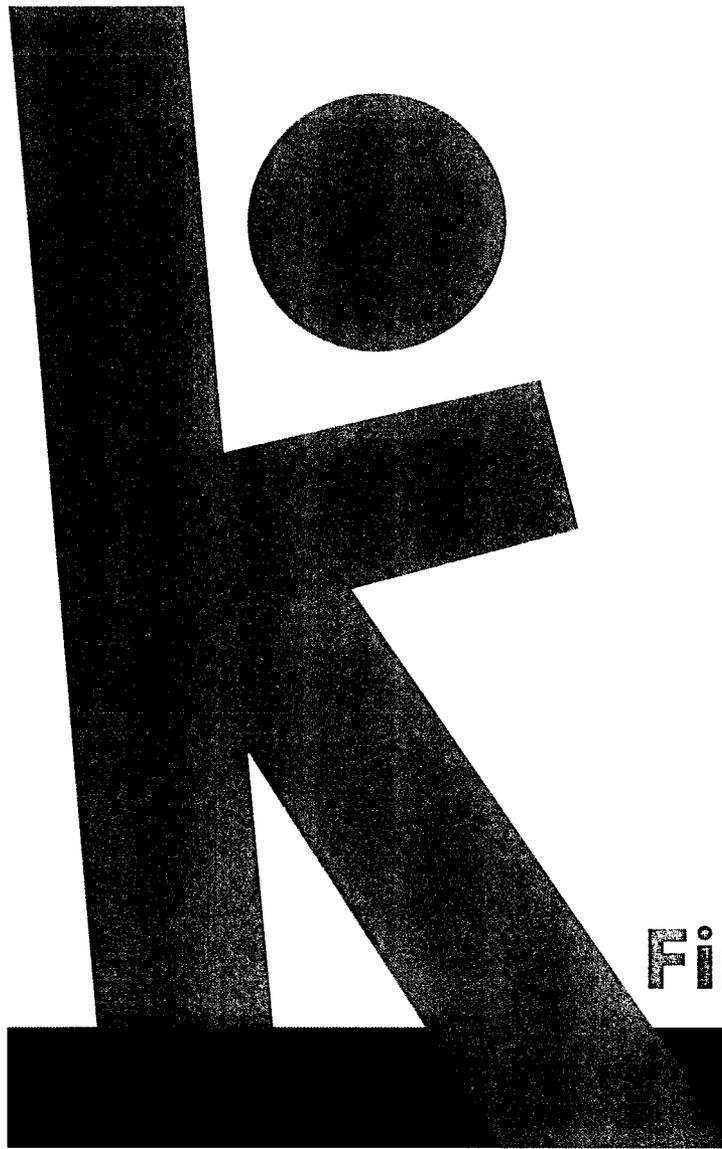


Eckerd Kids Mission Statement

MISSION AND VISION

The Eckerd Kids mission is to provide and share solutions that promote the well-being of children and families in need of a second chance.

Our vision is to ensure that each child has the opportunity to succeed.



Financial Statements

June 30, 2016 and 2015

The first name in second chances.SM

**Eckerd
Kids**

ECKERD KIDS
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INDEPENDENT AUDITOR'S REPORT

INDEPENDENT AUDITOR'S REPORT

The Board of Directors
 Eckerd Youth Alternatives, Inc.
 Clearwater, Florida

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Eckerd Youth Alternatives, Inc. (d/b/a "Eckerd Kids"), which comprise the consolidated statements of financial position as of June 30, 2016 and 2015, and the related consolidated statements of activities, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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 audits. We did not audit the financial statements CARING for Children, Inc. or Paxen, LLC, wholly owned subsidiaries, which represent the percentages of total assets and revenues listed below.

	<u>2016</u>		<u>2015</u>	
	Assets	Revenues	Assets	Revenues
CARING for Children, Inc.	2.65%	1.83%	1.62%	0.28%
Paxen, LLC	<u>4.37%</u>	<u>4.78%</u>	<u>5.75%</u>	<u>2.72%</u>
	<u>7.02%</u>	<u>6.61%</u>	<u>7.37%</u>	<u>3.00%</u>

Those statements were audited by other auditors, whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for CARING for Children, Inc. and Paxen, LLC, is based solely on the report of the other auditors. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement. The financial statements of CARING for Children, Inc. were not audited in accordance with *Government Auditing Standards*.

(Continued)

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, based on our audits and the reports of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Eckerd Kids as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 24 to the consolidated financial statements, in 2016 a change in the reporting entity occurred. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 15, 2016, on our consideration of Eckerd Kids' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Eckerd Kids' internal control over financial reporting and compliance.



Crowe Horwath LLP

Tampa, Florida
December 15, 2016

FINANCIAL STATEMENTS

ECKERD KIDS
STATEMENTS OF FINANCIAL POSITION

June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Assets:		
Cash and cash equivalents	\$18,748,128	\$18,637,512
Restricted cash	809,827	599,720
Accounts receivable	8,143,054	9,282,805
Contributions receivable	576,794	410,594
Prepaid expenses	937,789	824,007
Deposits	493,701	502,667
Intangible assets	3,531,785	129,235
Other assets	67,452	175,415
Investments	4,182,416	4,118,471
Notes receivable	1,379,770	1,680,556
Goodwill	909,294	909,294
Property and equipment (net)	9,015,743	8,797,185
Beneficial interest in perpetual trust	<u>22,648,329</u>	<u>23,133,479</u>
Total assets	<u><u>\$71,444,082</u></u>	<u><u>\$69,200,940</u></u>
Liabilities and net assets:		
Liabilities:		
Accounts payable	\$7,164,872	\$9,090,965
Accrued expenses	6,730,715	4,300,932
Line of credit	-	1,118,626
Capital lease payable	306,717	137,773
Long term debt	1,587,590	1,404,083
Accrued pension - defined contribution	545,214	825,759
Deferred revenue	3,429,324	4,635,683
Accrued pension - deferred compensation	370,699	301,055
Total liabilities	<u>20,135,131</u>	<u>21,814,876</u>
Net assets:		
Unrestricted		
Undesignated	22,435,408	18,036,552
Designated	4,404,066	4,375,871
Temporarily restricted	1,855,346	1,875,788
Permanently restricted	<u>22,614,131</u>	<u>23,097,853</u>
Total net assets	<u>51,308,951</u>	<u>47,386,064</u>
Total liabilities and net assets	<u><u>\$71,444,082</u></u>	<u><u>\$69,200,940</u></u>

ECKERD KIDS
STATEMENTS OF ACTIVITIES

Years ended June 30, 2016 and 2015

	Year Ended June 30, 2016			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
Revenues and gains:				
Program revenue	\$ 187,822,239	\$ -	\$ -	\$ 187,822,239
Contributions	1,283,414	3,739,558	-	5,022,972
Interest and dividends net of fees	197,315	-	-	197,315
Gain on sale of assets	30,604	-	-	30,604
Other revenue	172,891	-	-	172,891
Total revenues and gains	<u>189,506,463</u>	<u>3,739,558</u>	<u>-</u>	<u>193,246,021</u>
Net assets released from restrictions for operations:				
Satisfaction of donor restrictions	3,760,000	(3,760,000)	-	-
Total net assets released from restrictions for operations	<u>3,760,000</u>	<u>(3,760,000)</u>	<u>-</u>	<u>-</u>
Total revenues and gains	<u>193,266,463</u>	<u>(20,442)</u>	<u>-</u>	<u>193,246,021</u>
Expenses and losses:				
Operating	186,506,335	-	-	186,506,335
Other	5,814,463	-	-	5,814,463
Total expenses and losses	<u>192,320,798</u>	<u>-</u>	<u>-</u>	<u>192,320,798</u>
(Decrease)/Increase in net assets from operations	<u>945,665</u>	<u>(20,442)</u>	<u>-</u>	<u>925,223</u>
Non-operating activity:				
Investment gain (loss)	(110,600)	-	-	(110,600)
Contribution received in acquisition of Caring for Children	-	-	-	-
Contribution received in donation from Henkels and McCoy	3,593,499	-	-	3,593,499
Change in value of beneficial interest in perpetual trust	(1,513)	-	(483,722)	(485,235)
Total non-operating activity	<u>3,481,386</u>	<u>-</u>	<u>(483,722)</u>	<u>2,997,664</u>
(Decrease)/Increase in net assets	<u>4,427,051</u>	<u>(20,442)</u>	<u>(483,722)</u>	<u>3,922,887</u>
Net assets at beginning of year	<u>22,412,423</u>	<u>1,875,788</u>	<u>23,097,853</u>	<u>47,386,064</u>
Net assets at end of year	<u>\$ 26,839,474</u>	<u>\$ 1,855,346</u>	<u>\$ 22,614,131</u>	<u>\$ 51,308,951</u>

Year Ended June 30, 2015

Unrestricted	Temporarily Restricted	Permanently Restricted	Total
\$ 170,308,822	\$ -	\$ -	\$ 170,308,822
771,785	2,847,914	-	3,619,699
109,556	-	-	109,556
673,838	-	-	673,838
180,068	-	-	180,068
<u>172,044,069</u>	<u>2,847,914</u>	<u>-</u>	<u>174,891,983</u>
3,077,346	(3,077,346)	-	-
<u>3,077,346</u>	<u>(3,077,346)</u>	<u>-</u>	<u>-</u>
<u>175,121,415</u>	<u>(229,432)</u>	<u>-</u>	<u>174,891,983</u>
169,733,084	-	-	169,733,084
3,262,167	-	-	3,262,167
<u>172,995,251</u>	<u>-</u>	<u>-</u>	<u>172,995,251</u>
2,126,164	(229,432)	-	1,896,732
197,286	-	-	197,286
820,133	477,754	-	1,297,887
-	-	-	-
6,720	-	(326,244)	(319,524)
<u>1,024,139</u>	<u>477,754</u>	<u>(326,244)</u>	<u>1,175,649</u>
3,150,303	248,322	(326,244)	3,072,381
<u>19,262,120</u>	<u>1,627,466</u>	<u>23,424,097</u>	<u>44,313,683</u>
<u>\$ 22,412,423</u>	<u>\$ 1,875,788</u>	<u>\$ 23,097,853</u>	<u>\$ 47,386,064</u>

ECKERD KIDS
STATEMENTS OF CASH FLOWS

Years ended June 30, 2016 and 2015

	2016	2015
Cash flows from operating activities:		
Increase in net assets	\$ 3,922,887	\$ 3,072,381
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,150,441	1,215,717
Bad Debt Expense	-	13,619
Unrealized (gain) loss on investments	110,600	(164,140)
Gain on sale and retirement of fixed assets	(30,604)	(464,893)
Change in value of beneficial interest in perpetual trust	485,235	326,142
Contribution on acquisition of Caring for Children	-	(1,297,887)
Contribution on acquisition of Henkels & McCoy	(3,593,499)	-
(Increase) decrease in assets:		
Receivables	1,274,337	(2,793,168)
Prepaid expenses	(113,782)	94,715
Deposits	34,250	6,019
Other	114,591	(138,868)
Increase (decrease) in liabilities:		
Accounts payable	(1,926,093)	2,201,478
Accrued expenses	2,429,783	615,025
Accrued pension - defined contribution	(280,545)	(89,464)
Deferred revenue	(1,206,359)	(458,337)
Accrued pension - deferred compensation	69,644	64,069
Net cash provided by operating activities	2,440,886	2,202,408
Cash flows from investing activities:		
Purchase of property and equipment	(1,212,776)	(1,138,175)
Proceeds from disposal of property and equipment	33,332	612,962
Proceeds from mortgage receivable	-	563,667
Purchase of investments	(2,271,344)	(2,498,902)
Proceeds from disposal of investments	2,096,800	1,439,905
Net cash received in acquisitions	-	348,478
Net cash used by investing activities	(1,353,988)	(672,065)
Cash flows from financing activities:		
Proceeds from short term borrowing	-	702,783
Payments on short term borrowing	(1,118,626)	-
Proceeds from long term debt	1,612,417	-
Payments on long term debt	(1,259,966)	(434,117)
Net cash provided (used) by financing activities	(766,175)	268,666
Net increase in cash, cash equivalents and restricted cash	320,723	1,799,009
Cash, cash equivalents and restricted cash, beginning of year	19,237,232	17,438,223
Cash, cash equivalents and restricted cash, end of year	\$ 19,557,955	\$ 19,237,232
Supplemental Schedule of Noncash Investing Activities:		
Assets acquired under capital lease	\$ 259,623	\$ 104,170
Interest paid	\$ 116,140	\$ 27,121
Eckerd acquired Caring in 2015 for no consideration. Liabilities were assumed and a contribution was received from Caring as follows:		
Fair value of assets acquired		\$ 1,759,644
Liabilities assumed		(461,757)
Contribution received in acquisition of Caring		\$ 1,297,887
Eckerd acquired Paxen in 2015 for no consideration. Liabilities were assumed and goodwill was recorded as follows:		
Fair value of assets acquired		\$ 2,041,414
Liabilities assumed		(2,950,708)
Goodwill recorded on acquisition of Paxen		\$ (909,294)
Eckerd acquired Henkels & McCoy in 2016 for no consideration. In conjunction with the acquisition, liabilities were assumed and a contribution was received from Henkels & McCoy as follows:		
Fair value of assets acquired	\$ 3,593,499	
Contribution received in acquisition of Henkels & McCoy	\$ 3,593,499	

ECKERD KIDS
STATEMENTS OF FUNCTIONAL EXPENSES

Years ended June 30, 2016 and 2015

	Year Ended June 30, 2016				
	Residential Programs	Non-Residential Programs	Lead Agency	Central Services	Total
Operating expenses:					
Payroll and related expenses	\$ 8,596,709	\$ 14,680,948	\$ 10,223,876	\$ 8,898,869	\$ 42,400,402
Employee related	79,256	66,659	29,533	92,345	267,793
Training	58,574	216,508	49,436	115,962	440,480
Supplies & materials	238,002	1,034,429	156,062	172,522	1,601,015
Food	539,578	25,224	-	413	565,215
Technology	25,456	25,767	107,257	339,765	498,245
Travel	68,507	947,547	156,086	550,708	1,722,848
Vehicle	82,800	151,102	(4,835)	38,527	267,594
Repairs and maintenance	214,710	429,952	69,503	73,593	787,758
Utilities	358,445	119,044	42,670	68,033	588,192
Telephone	142,114	327,585	373,361	286,683	1,129,743
Depreciation	520,884	88,776	15,296	456,834	1,081,790
Insurance	276,281	400,429	675,650	224,604	1,576,964
Professional fees	263,914	907,158	173,243	1,784,735	3,129,050
Rent	96,920	1,123,197	1,876,590	98,144	3,194,851
Purchased services	1,268	4,433,707	114,622,344	1,569,042	120,626,361
Client related	286,724	2,437,024	2,796,760	24,567	5,545,075
Miscellaneous	73,696	379,596	614,192	15,475	1,082,959
Total operating expenses	\$ 11,923,838	\$ 27,794,652	\$ 131,977,024	\$ 14,810,821	\$ 186,506,335

Year Ended June 30, 2015

Residential Programs	Non-Residential Programs	Lead Agency	Central Services	Total
\$ 6,904,023	\$ 11,291,116	\$ 8,779,971	\$ 7,713,193	\$ 34,688,303
39,209	50,259	19,125	37,175	145,768
50,856	125,981	66,087	107,494	350,418
272,753	288,024	586,888	145,722	1,293,387
485,249	20,753	-	982	506,984
4,112	88,759	254,882	366,705	714,458
50,852	923,971	142,227	428,551	1,545,601
78,941	84,819	6,667	27,170	197,597
196,062	60,189	150,229	63,736	470,216
301,951	69,391	44,808	68,912	485,062
115,622	307,338	444,483	261,588	1,129,031
522,443	169,163	17,403	398,037	1,107,046
314,525	447,696	566,491	164,589	1,493,301
152,887	450,225	296,214	1,491,899	2,391,225
102,790	838,675	1,860,510	82,089	2,884,064
-	3,488,799	111,065,510	109,925	114,664,234
205,484	937,742	3,648,096	1,954	4,793,276
49,941	(94,474)	385,715	531,931	873,113
<u>\$ 9,847,700</u>	<u>\$ 19,548,426</u>	<u>\$ 128,335,306</u>	<u>\$ 12,001,652</u>	<u>\$ 169,733,084</u>

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

1. Organization and Nature of Activities

Eckerd Kids is one of the largest nonprofit child and family service organizations in the United States. Eckerd Kids is an established national leader that has given much needed second chances to more than 200,000 children since 1968. Founded by Jack and Ruth Eckerd, our organization provides life-changing child welfare, juvenile justice, work force development and behavioral health programs to more than 25,000 children and families every year.

Our mission to provide and share solutions that promote the well-being of children and families in need of a second chance drives every action Eckerd Kids takes. Built on a bedrock of solution-oriented programs, Eckerd Kids assists both public and private organizations by sharing its best practices and advocating for system reform across the nation.

Eckerd Youth Alternatives, Inc. is the registered legal name with the State of Florida, however, the organization began doing business as (d/b/a) Eckerd Kids in February 2016. For more information about Eckerd Kids, please visit www.Eckerd.org.

Effective August 31, 2014, Eckerd Kids was named the sole member of Caring for Children, Inc. Caring for Children, Inc. is a non-profit organization providing group homes, emergency shelters, foster care and other services to children in crisis in Western North Carolina. Caring for Children, Inc. remains a separate tax exempt organization with its own Board of Directors. All of the members of the Board of Directors resigned effective September 26, 2016 and all former members were appointed to an advisory committee for Caring for Children. A new board was formed consisting of Eckerd Kid's senior executive team.

Eckerd Kids acquired Paxen Learning Services, LLC and Paxen Huli Ke Alo, LLC on January 31, 2015. Paxen provides workforce development and day treatment in various states. Paxen is treated by the Internal Revenue Service as a disregarded entity for tax purposes and is therefore treated as a non-profit entity.

On April 1, 2016, Eckerd Kids acquired substantially all of the assets of Henkels and McCoy, Inc.'s Training Services Group, through a mutually agreed upon asset contribution agreement. Henkels and McCoy, Inc.'s Training Services Group provides workforce training programs that require basic education and employment skills, in order to obtain good jobs or enroll in post-secondary education. H&M's TSG specializes in operating programs for At-Risk youth, whether In-School or Out-of-School, who are participating in federal programs providing workforce training assistance.

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

2. Summary of Significant Accounting Policies

Principles of Consolidation – The consolidated financial statements include the accounts of Eckerd Kids and its wholly-owned subsidiaries as of the subsidiaries' acquisition date. Significant intercompany balances and transactions have been eliminated.

Basis of Presentation – The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP). Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of Eckerd Kids and changes therein are classified and reported as follows:

Unrestricted Net Assets – Net assets that are not subject to donor-imposed stipulations. Board imposed restrictions are classified as designated.

Temporarily Restricted Net Assets – Net assets subject to donor-imposed stipulations that may or will be met, either by actions of Eckerd Kids and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of revenues, expenses and other changes in net assets as net assets released from restrictions.

Permanently Restricted Net Assets – Net assets subject to donor-imposed stipulations where the principal contribution must remain intact.

Cash and Cash Equivalents - For purposes of the statements of cash flows, Eckerd Kids considers all unrestricted highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Restricted Cash - Restricted cash represents funds held for the benefit of Eckerd Community Alternative clients and Eckerd Community Alternative contributions as required by these contracts.

Accounts Receivable – Accounts receivable primarily consists of amounts due from governmental agencies for services performed. An allowance for doubtful accounts has not been established as management believes that all amounts are collectible.

Investments – Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value based on quoted market prices. Gains and losses on market value adjustments are recognized as the market fluctuates.

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

2. Summary of Significant Accounting Policies (continued)

Notes Receivable – Notes receivable are two separate mortgages for the sale of real estate and are stated at unpaid principal balances less the allowance for loan losses and net deferred loan fees and unearned discounts, if any. Loan fees and unearned discounts are recognized as income over the contractual term of the loan using the interest method. Amortization of deferred loan fees is discontinued when a loan is placed on nonaccrual status. Interest is recognized over the term of the loan and is calculated using the effective-interest method.

Notes receivable are placed on nonaccrual status when management determines, after considering economic and business conditions and collection efforts, that the loans are impaired or collection of interest is doubtful. Uncollectible interest previously accrued is charged off, or an allowance is established by a charge to interest income. Interest income on nonaccrual loans is recognized only to the extent that cash payments are received.

Management considers a loan impaired when based on current information or factors (such as payment history, value of collateral, and assessment of the customer's current creditworthiness), it is probable that the principal and interest payments will not be collected according to the loan agreement. Management has determined that these amounts are fully collectible; therefore, no allowance for uncollectible accounts has been established or impairment recorded during the current year.

Goodwill – Goodwill represents the excess of the purchase price of net assets acquired over the fair value of those net assets at the date of an acquisition. Goodwill is assigned to specific reporting units and is review for possible impairment at least annually or more frequently upon the occurrence of an event or when circumstances indicate that a reporting unit's carrying amount is greater than its fair value. When there is an indication of impairment, management determines fair value of goodwill in accordance with Financial Accounting Standards Board Accounts Standards Codification ("FASB ASC") Topic 820, *Fair Value Measurements and Disclosures*.

Because there are no quoted market prices or other observable inputs available for the Organization's reporting units, referred to as level 1 and level 2 inputs in FASB ASC 820, fair value is determined using unobservable inputs that management assumes a market participant would use to determine the pricing of the reporting unit, referred to as Level 3 inputs in FASB ASC 820.

Depreciation - Property and equipment is recorded at cost and is depreciated by the straight-line method over the estimated useful lives of such assets. All property and equipment over \$5,000 is capitalized.

Capitalized Loan Fees – Loan fees are capitalized and amortized using the straight line method over the life of the underlying loan.

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

2. Summary of Significant Accounting Policies (continued)

Deferred Revenue – Deferred revenue represents grant and contract revenues which have been received, but for which the prescribed services have not yet been completed. These revenues will be recognized in income when these services are completed.

Contributed Property, Equipment and Supplies - Contributed property and equipment is recorded at fair value at the date of donation. If donors stipulate how the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. Such contributions are classified as revenue. Eckerd Kids also receives food commodities and certain supplies for use in its programs. These amounts are recorded at fair value in the financial statements as other contract revenues and expenses for the applicable facility.

Reclassifications - Certain prior year amounts have been reclassified to conform to the current year presentation. The reclassifications had no impact on net assets.

Expense Allocation – Directly identifiable expenses are charged to programs and supporting services. Expenses related to more than one function are allocated to programs and supporting services using the most appropriate allocation methodology. Central service expenses include general and administrative expenses. For the years ended June 30, 2016 and 2015, these expenses are allocated to the various programs based on the most appropriate cost basis of each overhead department.

Estimates - The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising – Advertising expenses are expensed as incurred.

Fundraising – Fundraising expenses for the year ended June 30, 2016 and 2015 were \$529,438 and \$786,396, respectively, and is included in other expense.

Management's Review

Management has evaluated subsequent events and transactions for potential recognition or disclosure through December 15, 2016 which is the date the financial statements were available to be issued.

Income Tax – Eckerd Kids has received determination of tax exempt status from the Internal Revenue Service Code Section 501(c)(3) and, consequently, the earnings of Eckerd Kids are not taxed.

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

2. Summary of Significant Accounting Policies (continued)

A tax position is recognized as a benefit only if it is “more likely than not” that the tax position would be sustained in a tax examination, with a tax examination being presumed to occur. The amount recognized is the largest amount of tax benefit that is greater than 50% likely of being realized on examination. For tax positions not meeting the “more than likely than not” test, no tax benefit is recorded.

Eckerd Kids is no longer subject to examination by taxing authorities for years before June 30, 2013. Eckerd Kids does not expect the total amount of unrecognized tax benefits to significantly change in the next 12 months. Eckerd Kids recognizes interest and/or penalties related to income tax matters in income tax expense. Eckerd Kids did not have any amount accrued for interest and penalties at June 30, 2016 and 2015.

3. Contributions Receivable

Future amounts of contributions receivable at June 30, 2016 and 2015 are estimated as follows:

	<u>2016</u>	<u>2015</u>
Contributions Receivable	\$576,794	\$410,594

Contributions receivable consist primarily of promises from a private foundation. Therefore, no discount or allowance was deemed necessary.

4. Intangible Assets

Intangible assets consist of timber rights for property owned in North Carolina and customer relationships received in connection with the contribution from Henkels & McCoy. Gross carrying amounts and accumulated amortization as of June 30, 2016 and 2015 are as follows:

	<u>June 30, 2016</u>		<u>June 30, 2015</u>	
	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>
Timber Rights	\$ 132,549	\$9,942	\$132,549	\$3,314
Customer Relationships	<u>3,409,178</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>\$3,541,727</u>	<u>\$9,942</u>	<u>\$132,549</u>	<u>\$3,314</u>

Timber rights have an expected useful life of 20 years and are being amortized based on straight line method. Customer relationships have an expected useful life of 15 years and are being amortized based on expected future cash flows.

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

4. Intangible Assets (continued)

Amortization of these intangible assets is expected to be \$233,906 per year over the next five years. Total expense recognized as a result of amortization of intangible assets was \$6,628 and \$3,314 for 2016 and 2015, respectively and is included in other operating expense on the statement of activities.

5. Other Assets

The following summarizes other assets at June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Inventory	\$ -	\$ 13,880
Capitalized pre-contract costs	67,452	134,905
Capitalized loan fees	<u>-</u>	<u>26,630</u>
	<u>\$67,452</u>	<u>\$175,415</u>

For the years ended June 30, 2016 and 2015, total expense of \$26,630 and \$5,548, respectively, was recognized as a result of the amortization of the loan costs.

Capitalized pre-contract costs include costs incurred before revenue begins to be recognized from a contract which are identifiable with a specific contract and are allocable to that contract. These costs were capitalized and will be amortized to the cost of sales over the life of the contract on a straight line basis. Amortization of contract costs amounted to \$67,453 and \$28,105 for the years ended June 30, 2016 and 2015, respectively.

6. Investments

Investments are recorded at fair value and are summarized at June 30, 2016 and 2015 as follows:

	<u>2016</u>	<u>2015</u>
Corporate Bonds	\$1,603,813	\$1,517,853
Equity Securities	<u>2,578,603</u>	<u>2,600,618</u>
	<u>\$4,182,416</u>	<u>\$4,118,471</u>

Investment income from these investments for the years ended June 30, 2016 and 2015 are summarized as follows:

	<u>2016</u>	<u>2015</u>
Interest and Dividends	\$ 79,233	\$ 70,296
Investment Fees	(26,224)	(41,962)
Net Realized and Unrealized Gains (Losses)	<u>(110,600)</u>	<u>197,286</u>
	<u>\$(\$57,591)</u>	<u>\$225,620</u>

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

6. Investments (continued)

The interest and dividends net of investment fees is included in the operating section of the statement of revenues, expenses and changes in net assets since it is used in the daily operations of Eckerd Kids. The net realized and unrealized gain (loss) is included in the non-operating section since it is not utilized in operations.

7. Fair Value Measurement

FASB ASC 820, *Fair Value Measurements*, establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy give the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under ASC 820 are described as follows:

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices in active markets for identical assets.

Level 2 – Inputs other than quoted prices within Level 1 that are observable for the asset, either directly or indirectly.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodology used for the year ended June 30, 2016.

Equities: Comprised of common stock valued at the closing price reported in the active market in which the individual securities are traded.

Fixed income funds: Valued at the net asset value (NAV) of shares held by the plan at year end.

Beneficial interest in perpetual trust: The fair value of the perpetual trust is measured using the fair value of the assets contributed to the trust. The assets held by the trust are comprised of a diverse group of marketable securities that are priced based on the closing price reported in the active market in which the individual securities are traded. In determining the reasonableness of the methodology, management engages a third party administrator to review terms and industry and market developments. Management reviews the investment terms, valuation, and performance annually.

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

7. Fair Value Measurement (continued)

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although management believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table sets forth by level, the fair value hierarchy, of investments at fair value at June 30, 2016 and 2015:

2016

<u>Investments</u>	Assets Measured at <u>Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Equities				
Health Care	\$423,018	\$423,018	\$ -	\$ -
Consumer Staples	209,362	209,362	-	-
Information Technology	585,711	585,711	-	-
Consumer Discretionary	409,382	409,382	-	-
Industrials	258,388	258,388	-	-
Materials	114,903	114,903	-	-
Financials	347,352	347,352	-	-
Telecommunication	41,482	41,482	-	-
Utilities	21,596	21,596	-	-
Energy	167,410	167,410	-	-
Fixed Income				
Long Term Bond	258,107	258,107	-	-
Intermediate Term Bond	565,272	565,272	-	-
Short Term Bond	859,724	859,724	-	-
Subtotal	<u>4,182,416</u>	<u>4,182,416</u>	<u>-</u>	<u>-</u>
Beneficial Interest in Perpetual Trust	22,648,329	-	-	22,648,329
Grand Total	<u>\$26,830,745</u>	<u>\$4,182,416</u>	<u>\$ -</u>	<u>\$22,648,329</u>

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

7. Fair Value Measurement (continued)
2015

<u>Investments</u>	Assets Measured at <u>Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Equities				
Health Care	\$502,352	\$502,352	\$ -	\$ -
Consumer Staples	172,930	172,930	-	-
Information Technology	492,407	492,407	-	-
Consumer Discretionary	390,846	390,846	-	-
Industrials	265,851	265,851	-	-
Materials	111,385	111,385	-	-
Financials	471,377	471,377	-	-
Telecommunication	24,240	24,240	-	-
Utilities	12,412	12,412	-	-
Energy	156,818	156,818	-	-
Fixed Income				
Long Term Bond	250,824	250,824	-	-
Intermediate Term Bond	384,208	384,208	-	-
Short Term Bond	882,821	882,821	-	-
Subtotal	<u>4,118,471</u>	<u>4,118,471</u>	<u>-</u>	<u>-</u>
Beneficial Interest in Perpetual Trust	23,133,479	-	-	23,133,479
Grand Total	<u>\$27,251,950</u>	<u>\$4,118,471</u>	<u>\$ -</u>	<u>\$23,133,479</u>

The following provides further details of the Level 3 fair value measurement for the years ended June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Beginning balance	\$23,133,479	\$23,424,097
Change in beneficial interests in trusts	<u>(485,150)</u>	<u>35,524</u>
Ending balance	<u>\$22,648,329</u>	<u>\$23,133,479</u>

As noted, the Organization has a beneficiary interest in a perpetual trust. In determining the reasonableness of the methodology and selection of investments, management relies on a third party administrator for the selection and management of the investments held. The third party administrator reviews the investment terms and industry and market developments. Gains and losses (realized and unrealized) are included in changes in the Statement of Revenues and Expenses and other changes in net assets for the years ended June 30, 2016 and 2015.

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

8. Property and Equipment

Property and equipment at June 30, 2016 and 2015 are summarized as follows:

	Estimated <u>Life</u>	<u>2016</u>	<u>2015</u>
Land	10 – 20 years	\$ 1,935,740	\$ 1,935,740
Building and improvements	5 years	14,517,377	14,035,859
Furniture and equipment	3 – 10 years	6,611,576	6,018,995
Transportation equipment	4 years	1,031,474	871,024
Construction in progress		<u>705,082</u>	<u>774,849</u>
Total		24,801,249	23,636,467
Less accumulated depreciation		<u>(15,785,506)</u>	<u>(14,839,282)</u>
Net property and equipment		<u>\$ 9,015,743</u>	<u>\$ 8,797,185</u>

Depreciation expense for the years ended June 30, 2016 and 2015 was \$1,150,441 and \$1,215,717, respectively. Amortization on capitalized assets is included in the depreciation expense.

9. Beneficial Interest in Perpetual Trust Held by Third Party

The Organization is an income beneficiary in three separate perpetual trusts held by third parties, which is measured based on the fair value of the assets. The change in the fair value of the trust assets is reported as permanently restricted gains or losses. Income distributions from the trust are reported as unrestricted contributions.

10. Capital Leases Payable

The gross amount of equipment and related accumulated depreciation recorded under capital leases were as follows:

Equipment	\$431,959
Less: accumulated depreciation	<u>(136,618)</u>
	<u>\$295,341</u>

Capital lease obligations consist of leases with Enterprise Fleet Management. The interest rates range from 4.50% to 7.30% and the leases mature through June 2020. The capital leases are secured by the related equipment. Eckerd acquired property and equipment under capital lease obligations of approximately \$259,623 and \$ 104,170 which was excluded from the Statement of Cash Flows at June 30, 2016 and 2015, respectively.

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

10. Capital Leases Payable (continued)

Future minimum payments at June 30, 2016 are as follows:

2017	\$ 93,206
2018	93,300
2019	87,568
2020	<u>38,801</u>
Total minimum lease payments	310,664
Less: amount representing interest	<u>(6,158)</u>
Present value of lease payments	<u>\$306,717</u>

Interest expense on all long term obligations for the years ended June 30, 2016 and 2015 was \$4,116 and \$14,225, respectively.

11. Long Term Debt

Long term debt consists of the following at June 30:

	<u>2016</u>	<u>2015</u>
Term note with financial institution payable in monthly payments of \$29,181, which includes interest at a rate of 3.24% per annum; matures May 2021; collateralized by all assets of the Organization	\$ 1,587,590	\$ -
Term note with financial institution payable in monthly payments of \$44,292, which includes interest at a rate of 3.95% per annum; matures August 2017; collateralized by all assets of the Organization.	-	1,101,452
Term note with financial institution payable in monthly payments of \$2,251 which includes interest at a rate of 4.95%; matures December 2016; secured by certain property of the Organization.	<u>-</u>	<u>302,631</u>
Total Long Term Debt	<u>\$ 1,587,590</u>	<u>\$1,404,083</u>

Scheduled principal payments at June 30, 2016 are as follows:

<u>Year</u>	<u>Amount</u>
2017	\$ 302,967
2018	313,216
2019	323,517
2020	334,156
2021	<u>313,734</u>
	<u>\$1,587,590</u>

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

12. Net Assets

Unrestricted Designated Net Assets

Unrestricted designated net assets at June 30, 2016 and 2015 consist of the following:

	<u>2016</u>	<u>2015</u>
Endowment designated for future use	\$4,404,066	\$4,375,871

Temporarily Restricted Net Assets

Temporarily restricted net assets at June 30, 2016 and 2015 consist of the following:

	<u>2016</u>	<u>2015</u>
Donor Restricted for Purpose:		
Scholarship	\$ 105,252	\$ 102,288
Program/Staff Growth and Transformation	110,481	302,176
Resource Room	-	69,185
Program Activities	1,424,724	1,000,595
Restricted for Time	<u>214,889</u>	<u>401,544</u>
	<u>\$1,855,346</u>	<u>\$1,875,788</u>

Permanently Restricted Net Assets

Permanently restricted net assets consist of two perpetual trusts held by third parties. Eckerd is an income beneficiary on these trusts. The balance at June 30, 2016 and 2015 consists of the following:

	<u>2016</u>	<u>2015</u>
National Foundation for Youth	\$21,005,994	\$21,486,543
Richard J. Ross Trust	<u>1,608,137</u>	<u>1,611,310</u>
	<u>\$22,614,131</u>	<u>\$23,097,853</u>

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

13. Employee Benefit Plans

Flexible Spending Plan - Effective January 1, 1993, Eckerd Kids amended and restated its flexible spending plan which qualified as a cafeteria plan under Section 125 of the Internal Revenue Code. This plan is comprised of four different plans, the Eckerd Youth Alternatives, Inc. Flexible Spending Plan, the Eckerd Youth Alternatives, Inc. Health Care Reimbursement Plan, the Eckerd Youth Alternatives, Inc. Dependent Care Assistance Plan and the Eckerd Youth Alternatives, Inc. Cafeteria Plan. This Flexible Spending Plan is an unfunded plan with no responsibility for the payment of such benefits by Eckerd Youth Alternatives, Inc.

Tax Deferred Annuity Program - Eckerd Kids offers a 403(b) tax deferred annuity program to its employees. The program began in 1985 and participation is voluntary. Eckerd Kids makes no contributions to this program.

Defined Contribution Benefit Plans - On July 1, 1993, Eckerd Kids adopted a defined contribution pension plan covering substantially all full-time employees. For 2015, employer contributions are made at the rate of 5% of eligible employees' compensation and totaled \$825,759. For 2016, employer contributions were made at the rate of 2% of eligible employees' compensation plus a 50% match on the employees contribution to a maximum amount of 3%. The employer contributions for 2016 totaled \$501,836.

Paxen sponsors a defined contribution pension plan, pursuant to provisions outlined by the Internal Revenue Code section 401(k) for employees who meet certain eligibility requirements. The Organization has the option to make discretionary matching contributions to the plan. The Organization made a one-time matching contribution of \$2,285 for the year ended June 30, 2016 and no contributions were made for the five months ended June 30, 2015.

Caring for Children sponsors a defined contribution pension plan, pursuant to provisions outlined by the Internal Revenue Code section 401(k) for employees who meet certain eligibility requirements. The Organization elected to suspend contributions to this plan in October 2008. No contributions were made for the year ended June 30, 2016 and no contributions were made for the ten months ended June 30, 2015.

Deferred Compensation Plan - Effective July 1, 2009, Eckerd Kids established a supplemental executive retirement plan to retain and reward selected executives of the Company and to provide such executives with supplemental benefits. The plan is an unfunded plan established and maintained for the primary purpose of providing deferred compensation benefits for employees who substantially contribute to the success of the Organization. The plan is a nonqualified deferred compensation plan that is intended to comply with Sections 457(f) and 409A of the Internal Revenue Code.

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

14. Lease Commitments

The Organization leases certain facilities and equipment under cancelable and non-cancelable operating leases. The leases require various monthly payments and expire through 2023. Future minimum annual rental payments on non-cancelable operating leases as of June 30, 2016 are summarized as follows:

<u>Year</u>	<u>Amount</u>
2017	\$ 2,431,655
2018	1,823,431
2019	1,694,307
2020	1,052,986
2021	801,193
Thereafter	<u>1,674,090</u>
	<u>\$ 9,477,662</u>

15. Insurance Coverage

Eckerd Kids has purchased insurance for major areas of exposure. The following is a summary for each line of insurance:

Health Insurance - For the years ended June 30, 2016 and 2015, health insurance expense was \$4,486,395 and \$4,033,541, respectively.

Workers Compensation – Eckerd Kids has two policies to cover workers’ compensation for all states. Eckerd Kids pays a deductible up to \$350,000 per occurrence. Eckerd Kids is insured by an outside agency for any claims in excess of these amounts. At June 30, 2016 and 2015, Eckerd Kids had an accumulated reserve (liability) of \$535,388 and \$168,678, respectively, to cover any outstanding claims related to workers compensation. There is one letter of credit for \$1,650,000 at June 30, 2016, required by the insurance agent to help insure payment of all claims. Management believes sufficient reserves have been established at June 30, 2016.

Cyber Liability – Eckerd Kids carries Cyber Liability coverage with a \$25,000 deductible and limit of \$1,000,000.

Auto Insurance – The auto insurance has a deductible up to \$1,000 per occurrence with a limit of \$1,000,000.

Crime/Employee Dishonesty – This policy has a \$1,000,000 limit with a deductible of \$10,000.

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

15. Insurance Coverage (continued)

Employment Practices/Directors & Officers Liability – This policy has a \$6,000,000 limit and \$12,000,000 aggregate with a \$50,000 deductible for Directors & Officers claims and a \$50,000 deductible for Employment Practices claims.

General Liability – Eckerd Kids is insured for general liability with a deductible of \$25,000 and limits of \$1,000,000 per occurrence and \$3,000,000 for the year.

Professional Liability – Eckerd Kids carries professional liability insurance with a deductible of \$25,000 and limits of \$1,000,000 per occurrence and \$3,000,000 for the year.

Umbrella/Excess Liability – Eckerd Kids carries two umbrella policies that combined provide \$9,000,000 limits in excess of the limits above our Auto, General and Professional Liability policies.

16. Related Party

Eckerd Kids received contributions totaling \$445,902 and \$393,248 from board members during the years ended June 30, 2016 and 2015, respectively.

17. Credit Policy and Concentration of Credit Risk

Eckerd is a not-for-profit entity providing educational, rehabilitation, and therapeutic programs for adolescents through facilities in several states. Funding is generally provided from federal, state and local government sources. Accounts receivable primarily represent uncollected billings under these contracts. As of June 30, 2016, no reserve for uncollectible accounts was considered necessary. The following is the estimated concentration of revenue and receivables for the years ended June 30, 2016 and 2015:

	<u>2016</u>		<u>2015</u>	
	<u>Revenue</u>	<u>Receivable</u>	<u>Revenue</u>	<u>Receivable</u>
Federal Sources	44%	13%	43%	27%
State Sources	<u>56%</u>	<u>87%</u>	<u>57%</u>	<u>73%</u>
	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>

Paxen has a significant portion of their revenue derived from contract with various agencies who receiving funding from federal and state governments. During the five months ended June 30, 2015 and year ended June 30, 2016, approximately 30% and 43%, respectively, of the Organization's revenues were derived from contracts with two of these agencies. Accounts receivable with these customers were approximately 37% and 10% at June 30, 2016 and 2015, respectively.

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

17. Credit Policy and Concentration of Credit Risk (continued)

Eckerd maintains its cash balances at various times during the year in excess of the \$250,000 guaranteed by the Federal Deposit Insurance Corporation. At June 30, 2016 and 2015, Eckerd and Paxen held approximately \$20,043,067 and 19,345,059, respectively, in deposits that were in excess of the amounts insured by the Federal Deposit Insurance Corporation. Due to FDIC coverage limits and cash flow needs, it is impractical to have 100% coverage. Eckerd has performed due diligence on the financial institutions used and is relying on the financial strength of these institutions.

18. Endowments

Eckerd Kids' endowments consist of 3 individual funds established for a variety of purposes. The endowments include 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 Eckerd has interpreted the Florida Uniform Prudent Management of Institutional Funds Act (FUPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, Eckerd 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. All permanently restricted net assets consist of perpetual trusts held by third parties.

Eckerd Kids' investment policy is to earn interest on cash owned by investing in high quality low risk funds while still meeting the liquidity needs of the organization. Investments may only be made in equity and fixed income securities. Eckerd Kids may only invest in equity securities listed on an American Stock Exchange. The fixed income securities shall be AA rated or better. This policy applies to Board designated endowment only as the donor directed endowment investments are held by third parties.

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

18. Endowments (continued)

Endowment net asset composition by type of fund at June 30, 2016 and 2015:

	<u>2016</u>			<u>2015</u>		
	<u>Unrestricted</u>	<u>Permanently Restricted</u>	<u>Total</u>	<u>Unrestricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor restricted	\$ -	\$22,614,131	\$22,614,131	\$ -	\$23,097,853	\$23,097,853
Board designated	4,404,066	-	4,404,066	4,375,871	-	4,375,871
	<u>\$4,404,066</u>	<u>\$22,614,131</u>	<u>\$27,018,197</u>	<u>\$4,375,871</u>	<u>\$23,097,853</u>	<u>\$27,473,724</u>

Changes in the endowment net assets for the years ended June 30, 2016 and 2015:

	<u>2016</u>			<u>2015</u>		
	<u>Unrestricted</u>	<u>Permanently Restricted</u>	<u>Total</u>	<u>Unrestricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, beginning of year	\$4,375,871	\$23,097,853	\$27,473,724	\$3,207,356	\$23,424,097	\$26,631,453
Investment income	79,233	-	79,233	93,897	-	93,897
Payments (fees, tax, distributions)	(26,224)	-	(26,224)	(205,036)	-	(205,036)
Transfer	85,786	-	85,786	1,119,400	-	1,119,400
Unrealized gain (loss)	(110,600)	-	(110,600)	160,254	-	160,254
Change in beneficial interest in trusts	-	(483,722)	(483,722)	-	(326,244)	(326,244)
Endowment net assets, end of year	<u>\$4,404,066</u>	<u>\$22,614,131</u>	<u>\$27,018,197</u>	<u>\$4,375,871</u>	<u>\$23,097,853</u>	<u>\$27,473,724</u>

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

19. Notes Receivable

The Organization is holding the notes for the sales of three properties. The following is the details and outstanding balance at June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Clewiston - The interest rate on the note is currently at 5.5%. Interest only payments are due through May, 2018 and the entire outstanding principal balance is due in June, 2018. Interest income is recognized monthly based on the current amortization schedule at 5.5%.	\$1,132,611	\$1,112,107
Benson – The interest rate on the note is 3%. Principal payments of \$100,000 are due annually at June 30 th . This note was paid in full during the year ended June 30, 2016.	-	317,488
Asheville – The interest rate on the note is 7.5%. Monthly payments of \$1,980 consist of both principal and interest. The final balloon payment was due in April 2016 but was extended. The note was paid off in September 2016.	247,159	250,961
Total	\$1,379,770	\$1,680,556

At June 30, 2016 and 2015, the notes were considered collectible so no reserve was necessary. There is no allowance for credit losses.

20. Contingencies

Amounts received under various contracts and grants require the fulfillment of certain conditions as set forth in the agreement. Failure to fulfill the conditions could result in the return of the funds to the grantors. Management is of the opinion that Eckerd Kids has complied with all provisions of the grants and that such contingency is remote.

Eckerd Kids is occasionally involved in litigation. The outcome of current litigation cannot be determined at the report date. Management is not aware of any outstanding or unasserted claims under these suits and believes that any possible final outcome will be covered by insurance in force at June 30, 2016 and 2015.

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

21. Affiliated Organization

The National Foundation for Youth (NFY) is a 501(c)(3) not-for-profit organization whose mission is to raise and administer funds to non-profit organizations providing programs for youth and families. Two members of the Eckerd Board of Directors are also members of the NFY Board of Directors; accordingly, NFY is considered to be a related organization. The CFO for Eckerd Kids also reviews the quarterly investment statements and provides input as needed. For the years ended June 30, 2016 and 2015, NFY provided funding of \$2,655,489 and \$1,692,455, respectively.

22. Acquisition – Paxen

On January 31, 2015, Eckerd Kids entered into an Acquisition Agreement (“Paxen Agreement”) with Paxen, LLC (“Paxen”), in order to provide Eckerd Kids with expanded capabilities to serve its constituent base. Under the terms of the Paxen Agreement, Eckerd Kids acquired all assets and assumed certain liabilities of Paxen for no consideration. The premium paid for the business in excess of fair value of the assets acquired was due to the consistent historical federal and state grants revenue and net income of Paxen.

The results of Paxen’s operations have been included in the financial statements since the acquisition date of January 31, 2015. The purchase price was allocated to the fair value of the assets acquired and liabilities assumed as follows:

Assets Acquired:	
Cash	\$ 302,267
Accounts Receivable	1,448,933
Prepaid Expenses	45,689
Property and Equipment	12,300
Deposits	37,037
Pre-contract Costs	163,010
Loan Costs	32,178
 Liabilities Assumed:	
Line of Credit	(1,021,224)
Accounts Payable	(138,698)
Accrued Expenses	(279,103)
Notes Payable	<u>(1,511,683)</u>
 Net Assets Acquired	 (909,294)
 Goodwill Recognized in Acquisition	 <u>909,294</u>
 Consideration Transferred	 <u><u>\$ 0</u></u>

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

23. Acquisition – Caring for Children

On August 31, 2014, Eckerd acquired controlling interest in Caring for Children (“CFC”), through a mutually agreed upon affiliation agreement between the two parties whereby Eckerd became the sole member of CFC. Eckerd Kids previously had no affiliation with CFC. Both organizations serve similar constituents and the synergy of both organizations is expected to further the needs of the population they serve.

No consideration was exchanged as part of the acquisition. Because the transaction resulted in assets being received in excess of liabilities assumed, Eckerd Kids has recognized a contribution in its statement of activities for the year ending June 30, 2015.

The acquired assets and liabilities assumed have been recorded at their estimated fair values at the date of acquisition and approximate the following:

Assets Acquired:

Cash	\$ 46,211
Accounts Receivable	258,480
Prepaid Expenses	9,068
Property and Equipment	1,132,106
Other Assets	13,874
Notes Receivable	254,128
Accreditation Costs	10,253
Beneficial Interest in Endowment	35,524

Liabilities Assumed:

Accounts Payable	(59,914)
Accrued Expenses	(89,569)
Notes Payable	<u>(312,274)</u>

Contribution received in acquisition **\$ 1,297,887**

Due to the restrictions on net assets at the time of acquisition, \$477,754 of the contribution was recorded as temporarily restricted, with the remaining contribution unrestricted.

ECKERD KIDS
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

24. Acquisition – Henkels and McCoy

On April 1, 2016, Eckerd Kids acquired substantially all of the assets of Henkels and McCoy, Inc.'s Training Services Group, through a mutually agreed upon asset contribution agreement. Eckerd kids previously had no affiliation with Henkels and McCoy, Inc. Henkels & McCoy, Inc.'s Training Services Group and Eckerd Kids both organizations serve similar constituents and the synergy of both organizations is expected to further the needs of the population they serve.

No consideration was exchanged as part of the acquisition. Because the transaction resulted in assets being received in excess of liabilities assumed (none), Eckerd Kids has recognized a contribution in its statement of activities for the year ending June 30, 2016.

The acquired assets have been recorded at their estimated fair values at the date of acquisition and approximate the following:

Assets Acquired:	
Deposits	\$ 25,284
Property and Equipment	159,037
Other Assets (Intangible Asset)	<u>3,409,178</u>
Contribution received in acquisition	<u>\$3,593,499</u>

Eckerd Youth Alternatives, Inc.
Board of Directors May 2017

Name/Title/Town of Residence	Business Affiliation	Title	Years on the Board
Dennis Hardiman <i>Tampa, FL Resident</i>	Embrace Home Loans	Chairman of the Board	4 years
James T. Swann <i>Merritt Island, FL Resident</i>	Self-Employed	Vice Chairman of the Board	33 years
Daniel Boon <i>Pasco County, FL Resident</i>	Independent Contractor	Director	3 years
Joseph W. "Joe" Clark <i>Tampa, FL Resident</i>	Retired	Director	4 Years
David Dennis <i>Clearwater, FL Resident</i>	Eckerd Youth Alternatives Inc.	President/CEO	10 Years
Nancy Eckerd Nichols <i>Atlanta, GA Resident</i>	Community Volunteer	Director	28 Years
V. Raymond Ferrara <i>Bellair, FL Resident</i>	Pro-Vise Inc.	Director	9 Years
Eileen Kamerick <i>Tampa, FL Resident</i>	Connectwise Inc.	Director	3 Years
Kennedy C. O'Herron <i>Raleigh, NC Resident</i>	O'Herron & Company	Director	18 Years
Kevin Perry <i>Oklahoma City, OK Resident</i>	Perry Publishing & Broadcasting	Director	3 Years
Patsy Sanchez <i>Tampa, FL Resident</i>	University of South Florida	Director	3 Years
Glenn Waters <i>Tampa, FL Resident</i>	Bayfront Health	Director	3 Years
Ron Zychowski <i>Red Oak, IA Resident</i>	Retired	Director	9 Months

Bryan Lindert
blindert@eckerd.org

Summary:

Experience includes a proven history of managing data driven innovation efforts, significant strategic planning, and 15 years of progressively responsible positions in social work and government management. Oversight responsibilities have included the management of large out-posted teams and acting as the Program Operations Administrator for three DCF Service Centers serving multiple programs with each position managing 20+ employees. Responsibilities have also include improving the overall quality of child welfare services delivered by the largest privately operated child welfare system of care in the nation serving more than 6,000 youth across three counties. Maintained key partnerships with a Children's Services Council, Law Enforcement, CBC's, Substance Abuse, DCF, and Philanthropy. Previously served as the Circuit 15 Convener for Florida's Child Abuse Prevention Plan and a System Manager for the nationally recognized Healthy Beginnings System of Care. Sterling Examiner and Lean Six Sigma certifications supplement education in Strategic Planning. Presentation experience includes CWLA, NASW, NGA, APHSA and the House Ways and Means Human Resources Subcommittee.

Experience:

Eckerd Community Alternatives, Director of Quality Management and Senior Quality Director:

(July, 2012- Present)

- Completed Quality and Safety Improvement initiative and launched the predictive analytics based Eckerd Rapid Safety Feedback Process in Jan 2013- reversing an unprecedented trend of maltreatment homicides with open services cases over the previous three years in Hillsborough County. This process was featured in the final report of the bipartisan Commission to Eliminate Child Abuse and Neglect Fatalities and was presented to Congress in May, 2016.
- Managed all facets of program replication of Eckerd Rapid Safety Feedback in Oklahoma, Maine, Alaska, Illinois and Connecticut from problem statement selection through a live working portal and program launch.
- Lead development work including fundraising efforts in four additional states
- Lead data and reporting consulting work for Eckerd including consultation projects for the state of Arizona and Mecklenburg County, North Carolina.
- Lead Safety Culture and Coaching consultation in multiple states
- Managed a cross functional team of 12 outposted staff across three counties inclusive of data analysis, grant monitoring and Quality Management staff.
- Manage preparation/analysis of all data reporting functions including Eckerd's Weekly Data Call materials and management of subcontracted data providers for Eckerd.

Children's Services Council of Palm Beach County, Program Officer and Child Abuse Prevention Manager:

(March, 2009- May, 2012)

- Co-lead Healthy Beginnings System Management; a nationally recognized system of 20+ early childhood prevention services focused on Healthy Births, School Readiness, and Child Abuse Prevention (April 2011-May 2012).
- Lead Circuit 15 Child Abuse Prevention Strategic Planning Process serving as the only non-DCF employee in this role statewide. Role is a unique collaboration with DCF, CSC and the Community Alliance of Palm Beach County including management of the Palm Beach County relationship to the Executive Office of the Governor.
- Collaborate directly with the CSC CEO on the Subcommittee on Safe Families and Child Protection Transformation Advisory Committee; statewide advocacy panels directing quality improvement for DCF and its system of contracted providers.
- Managed Child Development Training in partnership with the Brazelton Touchpoints™ Center and co- managed an intensive Infant Mental Health Training program for clinical providers in partnership with the FSU Harris Institute for Infant Mental Health.
- Lead Author, Circuit 15 Domestic Violence Multi-stakeholder Review, resulting in the creation of Circuit 15 Domestic Violence Steering Committee.
- Selected presenter on Evidence Based Program's applicability to Child Welfare at Florida's 2010 Dependency Summit and the Child Welfare League of America's 2011 Annual Summit.

- Contract Manager for 4 contracts representing over 2.3 million in annual Council expenditures.

Florida Department of Children and Families, Investigations Specialist:

(April, 2007- March, 2009)

- Managed all facets of the deployment of the Services Referral Internet Portal from initial development and grant writing to a working pilot launched January, 2009.
- Provided Data Analysis and DCF Policy Expertise to two programs and service centers including completion of the semi-annual Report Card to the Community Alliance of Palm Beach County.
- Represented Circuit 15 DCF on the Child Abuse and Neglect Death Review Team.
- Created and Deployed Domestic Violence Certification for Child Protective Investigators that was recognized by the Florida Coalition Against Domestic Violence. Selected to present at a FCADV conference in February, 2009.
- Designed pilot project with Greenacres Public Safety and Lantana Police Department to reduce perpetrator access and increase monitoring of repeat perpetrators.
- Acted as the Program Operations Administrator overseeing all DCF programs/ employees for Western Palm Beach County while maintaining regular responsibilities. Also acted as the Program Operations Administrator for Adult Services intermittently while in this position as it was the #2 DCF Adult Services Position in Palm Beach County.
- Reduced Adult Services turnover from over 100% to nearly 0% in 2008 resulting in a Davis Productivity Award.

Florida Department of Children and Families, Child Protective Investigator Supervisor:

(May, 2006 - April, 2007)

- Managed a staff of 6 Child Protective Investigators and 1 clerical staff. Responsible for all facets of over 75 Child Abuse and Neglect Investigations monthly.
- Acted as Program Operations Administrator for the Riviera Beach Service Center Family Safety Division.

Florida Department of Children and Families, Child Protective Investigations Specialist:

(April, 2004 -May, 2006)

- Provided policy and data guidance to a staff of 35+ Child Protective Investigators handling all DCF cases in Northern Palm Beach County.
- Acted as the primary DCF Operational Liaison for the Child Abuse and Law Enforcement Joint Investigations Protocol including management of Grand Jury responses and testimony.
- Acted as Program Operations Administrator for the Riviera Beach Family Safety Division.
- Completed High Risk Reviews on complex Child Abuse and Neglect cases including completion of 2500+ Second Party Reviews without incident.
- Supervision of Family Support Worker Unit; providing support services to families involved with DCF investigations.

Florida Department of Children and Families, Child Protective Investigator:

(September, 2002- April, 2004)

- Investigated 12-20 cases of Child Abuse and Neglect monthly; making service provision, judicial, and removal decisions.

Education:

**The Woodrow Wilson School of Government
The University Of Virginia, B.A. (May, 2001)**

Charlottesville, VA

- Florida Sterling Board of Examiners {emphasis on Strategic Planning,} 2006
- Certified Lean Six Sigma Green Belt, 2008
- DCF Certified Quality Assurance Reviewer and Child Protective Investigator

Suzanne Barlow

SUMMARY OF QUALIFICATIONS:

Over ten years' progressively responsible child welfare experience, including managing all quality activities for Monroe County, FL, and later managing all quality activities for the Sixth Judicial Circuit of Florida, which encompasses Pasco and Pinellas counties, working for local community-based care agencies within Florida's privatized child welfare system of care. Effective leadership capability, managing and motivating teams of up to six people. Primary point of contact for support to Eckerd Rapid Safety Feedback replication sites throughout the nation, with responsibilities including management of day to day activities, development of materials, and technical assistance. Significant experience with agency accreditation activities. Experience includes management of agency performance on qualitative and quantitative CFSR outcomes.

RELEVANT EXPERIENCE:

Senior Quality and Innovation Manager, Eckerd, Clearwater, FL, September 2015 through present.

- *Manage development of Eckerd Rapid Safety Feedback review tools and practice guides specific to local policy and practice in replication jurisdictions
- *Primary point of contact for ERSF replication sites, to include providing training, coaching, and technical assistance to reviewers and management in ERSF replication jurisdictions, as well as monitor fidelity to the ERSF model
- *Key participant in evaluation activities with Casey Family Programs with regards to implementation and replication of Eckerd Rapid Safety Feedback, to include co-development of surveys, focus group questions, and fidelity documents

Quality Management Supervisor, Eckerd, Pasco/Pinellas, FL, February 2015 through September 2015.

- *Supervised team of 5 Quality Management Specialists in completing Eckerd Rapid Safety Feedback reviews, as well as other required reviews
- *Provided real time coaching to case management staff when safety concerns were identified
- *Monitored performance of Eckerd Community Alternatives child welfare system, identifying areas for improved performance and providing feedback to leadership
- *Conducted in-depth case reviews as requested, resulting from critical incidents, constituent concerns, and other special circumstances

Quality Management Specialist, Eckerd Pasco/Pinellas, FL, February 2013 through February 2015.

- *Complete Eckerd Rapid Safety Feedback reviews per agency policies and provide real time coaching to case management staff when safety concerns are identified
- *Process child exit surveys for all Eckerd Community Alternatives children meeting criteria, track and report completion and quality
- *Conduct in-depth case reviews as requested, resulting from critical incidents, constituent concerns, and other special circumstances

Quality Assurance and Operations Manager, Wesley House Family Services, Key West, FL, March 2010 through December 2012.

- *Coordinated and implemented all Quality Assurance activities for Wesley House Family Services full case management operations including initial assessment services, voluntary supervision, court ordered protective supervision, and foster care and adoption services
- *Created and updated policies and procedures, and provided training and technical assistance to staff
- *Directly supervised six operations staff including data integrity, utilization management, and case management support workers

Full Case Manager Supervisor, Wesley House Family Services, Key West, FL, July 2007 through March 2010.

*Provided direct supervision to five case management staff assessing and providing services to families involved in the dependency system, managing a team caseload of up to 125 children

*Ensured staff accurately assessed families' needs upon transfer to family services

*Mentored staff to provide and coordinate services based on children and families' needs

*Monitored progress towards case plan goals and permanency during weekly individual supervision with caseworkers.

Full Case Manager, Wesley House Family Services, Key West, FL, July 2006 through July 2007.

*Conducted risk assessment activities to monitor the safety of children involved in the dependency system, working with caseloads up to 25 children

*Provided case management services to families involved in dependency system, including home visitation and provision of service referrals

*Coordinated all relevant parties involved in decision-making for families

*Reported progress and made recommendations both verbally and in writing to dependency judiciary

*Followed policies and practices of Wesley House and lead agency OurKids in order to comply with state and federal mandates

*Performed crisis intervention as needed

EDUCATION:

B.S. in Psychology with minor in Sociology, Cum Laude, University of Florida, Gainesville, FL, April 2005

Certifications:

*Family Services Counselor Supervisor, State of Florida Department of Children and Families, April 2009.

*Quality Assurance Reviewer for Case Management Services Quality Practice Standards, Department of Children and Families Family Safety Program Office, June 2009.

*Child Welfare Case Manager – Supervisor, Florida Certification Board, March 2012

EMPLOYMENT REFERENCES:

Eckerd Kids

100 Starcrest Dr.

Clearwater, FL 33765

(727) 461-1236

Wesley House Family Services

1304 Truman Avenue

Key West, Florida 33040

(305) 809-5000

Heather Manninen

Objective: Obtain a challenging position which will enable me to utilize my strong organizational skills and ability to work well with people.

Education: University of South Florida Tampa, FL
BA in Criminology

Certified as a DCF Quality Assurance Reviewer

Experience: **Eckerd Kids** Clearwater, FL
Quality and Innovation Manager November 2016 to Present

- Manage development of Eckerd Rapid Safety Feedback review tools and practice guides specific to local policy and practice in replication jurisdictions.
- Primary point of contact for ERSF replication sites, to include providing training, coaching, and technical assistance to reviewers and management in ERSF replication jurisdictions, as well as monitor fidelity to the ERSF model.
- Key participant in evaluation activities with Casey Family Programs with regards to implementation and replication of Eckerd Rapid Safety Feedback, to include co-development of surveys, focus group questions, and fidelity documents.

Eckerd Community Alternatives Tampa, FL
Quality Management Specialist June 2015 to November 2016

- Conducts Special/In-depth/Death reviews as requested by leadership due to issues or concerns in a case.
- Conducts follow up reviews to ensure quality and practice of standards is evident.
- Prepare and present data reports as well as create documents to assist case managers with quality improvement practices.
- Conducts file audits, validates and reviews all completed tools for accuracy as well as train peer reviewers.
- Conducts Quality Service Reviews, to include a file review, interview participants of a case and complete the DCF tool and report.
- Conduct Rapid Safety Reviews on high risk cases. This process includes mentoring the case manager.
- Member of the Adoption Applicant Review Committee.

Camelot Community Care Tampa, FL
Quality Management Specialist September 2014-June 2015

- As part of the management team develop and implement processes, policies and procedures.
- Participates in interviews and hiring of employees.
- Tracking and follow up to ensure that Camelot CMO and Adoptions meet performance and scorecard measures.
- Assists in preparing for the weekly Eckerd Data Call as well as presenting information at the data call.
- Prepares written, data, and analytical reports to depict trends and, as appropriate; makes recommendations through positive communication with program

managers, supervisors and case managers to allow for improvement opportunities of practice.

- Conducts reviews of all high risk cases utilizing the Rapid Safety Feedback Tool, cases projected for permanency, placement stability reviews, re-removal reviews and any other review requested.
- Serves as point of contact and ensures compliance with missing children, human trafficking victims, psychotropic medications, exit interviews, incident reports, healthcare, supervisory reviews, parent contacts and children seen by monitoring reports and ensuring follow up by case managers and supervisors.
- Identify training needs and organize training interventions to meet quality standards

Eckerd Community Alternatives
Quality Management Specialist

Tampa, FL
July 2012 to September 2014

- Conducts Special/In-depth/Death reviews as requested by leadership due to issues or concerns in a case.
- Conducts follow up reviews to ensure quality and practice of standards is evident.
- Prepare and present data reports as well as create documents to assist case managers with quality improvement practices.
- Conducts file audits, validates and reviews all completed tools for accuracy as well as train peer reviewers.
- Conducts Quality Service Reviews, to include a file review, interview participants of a case and complete the DCF tool and report.
- Conduct Rapid Safety Reviews on high risk cases. This process includes mentoring the case manager.

Hillsborough Kids Inc,
Quality Assurance Specialist

Tampa, FL
June 2010 to June 2012

- Provides oversight of Incident Reporting through processing, tracking, and ensuring follow-up and best practice is utilized.
- Conducts Special/In-depth/Death reviews as requested by leadership due to issues or concerns in a case.
- Conducts follow up reviews to ensure quality and practice of standards is evident.
- Present specified topics at unit and all staff meetings and answer any quality assurance related questions.
- Prepare and present data reports as well as create documents to assist case managers with quality improvement practices.
- Conducts file audits, validates and reviews all completed tools for accuracy as well as train peer reviewers.
- Conducts Quality Service Reviews, to include a file review, interview participants of a case and complete the DCF tool and report.

Camelot Community Care
Case Manager

Tampa, FL
September 2006 to June 2010

- Maintained a caseload with the majority being ordered into drug court due to Substance Abuse. Attended weekly drug court hearings, provided referrals for drug screens and monitored progress in the treatment program.
- Responsible for writing the initial case plan, monitor and review case plan tasks and safety plans with the parents as well as prepared Judicial Reviews for court.

- Provided referrals to parents regarding their case plan tasks as well as provide contact with community resources.
- Maintained contact with the providers working with the families to obtain progress of case plan tasks. Maintained face-to-face contact according to risk level with each of the children in the foster home or primary residence of the children.
- Attended court hearings with prepared documents. Testify as to case plan compliance, the children's well being, children's placement, and staffing recommendations.
- Arranged visitation schedule between parents/children/siblings if separated and supervise visitations and document observations as appropriate.
- Provided recommendations to reunite the family, terminate parental rights, remove child from family, and close cases when appropriate according to Agency policy and procedures.

Gulfoast Jewish Family Services
Case Manager

Largo, FL
April 2006 to September 2006

- Responsible for writing the initial case plan, monitor and reviewed case plan tasks and safety plan with the parents as well as prepared Judicial Reviews for court.
- Provided parents referrals regarding their case plan tasks as well as provide contact with community resources.
- Maintained contact with the providers working with the families to obtain progress of case plan tasks. Maintained face-to-face contact according to risk level with each of the children in the foster home or primary residence of the children.
- Attended court hearings with prepared documents. Testified as to case plan compliance, the children's well being, children's placement, and staffing recommendations.
- Arranged visitation schedule between parents/children/siblings if separated and supervise visitations and document observations as appropriate.
- Provided recommendations to reunite the family, terminate parental rights, remove child from family, and close cases when appropriate according to Agency policy and procedures.

Ulta Salon, Cosmetics, and Fragrance
Administrative/Merchandise Manager

Tampa, FL
November 2004 to April 2006

- Analyzed office operations and procedures, preparation of payrolls, flow of correspondence, filing and the requisition of supplies.
- Evaluated office production, revised procedures and devised new forms in order to improve efficiency of workflow.
- Reviewed clerical and personnel records to ensure completeness, accuracy and timeliness. Supervised employees, scheduled work hours, and resolved conflicts.
- Recruit and maintain, and schedule appropriate staffing for assigned departments.
- Received shipment and determine amount of merchandise to be stocked and directed associates with stock movement.
- Ensured all staff is aware of, and informs guests of, current promotions, events, and activities within the store.

References: Current reference available upon request.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Eckerd Youth Alternatives, Inc.

Name of Program/Service: Safety Analysis and Consultation

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
David Dennis, President/CEO	\$428,400	0.00%	\$0.00
Randall W. Luecke, Chief Financial Officer	\$216,000	0.00%	\$0.00
Alex Reed, Chief Performance & Strategy Officer	\$171,600	0.00%	\$0.00
Charlene McClain, Chief Talent Officer	\$147,000	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.